Professional Services Agreement

This Agreement is made as of [Date], between **Connor Technology Labs** ("Consultant"), and [Client Name] ("Client").

1. Services

Consultant agrees to provide the following services (the "Services"):

- [Briefly describe work, e.g., Cloud Migration, Web App Development, or AI Integration].
- Detailed deliverables and timelines will be governed by a separate **Statement of Work (SOW)**.

2. Compensation and Payment

- **Fees:** Client agrees to pay Consultant the fees outlined in the SOW.
- **Retainers:** Monthly retainer fees are due on the [1st/15th] of each month.
- **Late Payments:** Payments not received within [14] days of the invoice date will incur a late fee of [1.5%] per month.
- **Expenses:** Client shall reimburse Consultant for pre-approved out-of-pocket expenses (e.g., specialized third-party software licenses).

3. Client Responsibilities & Cloud Accounts

- **Account Ownership:** Client shall maintain direct ownership of all cloud service accounts (e.g., AWS, Azure, GCP). Consultant shall be granted "Identity and Access Management" (IAM) permissions necessary to perform the Services.
- **Billing:** All third-party cloud hosting fees are the sole responsibility of the Client.

4. Intellectual Property (IP)

- **Work Product:** Upon full payment of all fees, the specific code and deliverables created for the Client shall be owned by the Client.
- **Consultant Knowledge:** Consultant retains ownership of any pre-existing code, libraries, scripts, or "know-how" developed prior to or independently of this Agreement.
- **Open Source:** Both parties acknowledge that the Services may incorporate Open Source Software, which is governed by its own respective licenses.

5. Relationship of Parties

Consultant is an **Independent Contractor**. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is responsible for all taxes, insurance, and business expenses.

6. Confidentiality

Both parties agree to keep all non-public information, business strategies, and proprietary code confidential during and after the term of this Agreement.

7. Term and Termination

- **Term:** This Agreement begins on the date of signing and continues until the Services are completed.
- **Termination:** Either party may terminate this Agreement with [30] days' written notice. Upon termination, Client shall pay Consultant for all work performed up to the termination date.

8. Limitation of Liability

To the maximum extent permitted by law, Consultant's liability for any claims arising out of this Agreement shall be limited to the total amount of fees paid by Client to Consultant during the [6] months preceding the claim.

Signatures

Connor Technology Labs By: _____

Name: Connor [Your Last Name]

Date: _____

Client: [Client Company Name] By: _____

Name/Title: _____

Date: _____