

# Professional Services Contract Template

Free template. Adapt for your jurisdiction. Not legal advice.

## PARTIES

BETWEEN:

SERVICE PROVIDER:

CLIENT:

DATE:

## 01. PARTIES AND OVERVIEW

This Professional Services Agreement ("Agreement") is entered into as of \_\_\_\_\_ by and between \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Client"), and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Consultant"). Consultant will provide certain professional services to Client as described in one or more Statements of Work executed by the parties.

## 02. STATEMENT OF WORK

2.1 Statements of Work. The parties may enter into one or more Statements of Work (each, an "SOW") that reference this Agreement. Each SOW will describe the Services, Deliverables, Fees, and project specific terms. If there is a conflict between this Agreement and an SOW, the SOW will control for that SOW only.

2.2 Changes to SOW. Changes to an SOW will be handled through the change order process in Section 3.

### 03. CHANGE ORDERS

3.1 Change Process. Either party may request changes to the Services, Deliverables, timeline, or Fees under an SOW. Any change will be documented in a written change order that describes the change and any impact on Fees or schedule. The change order will be effective only when signed by both parties.

3.2 Effect of Changes. Consultant is not obligated to perform work outside the current SOW until the corresponding change order is fully executed.

### 04. FEES AND PAYMENT TERMS

4.1 Fees. Client will pay Consultant the Fees described in each SOW. Fees may be structured as fixed project Fees, retainers, or time and materials, as stated in the applicable SOW.

4.2 Invoicing. Unless an SOW states otherwise, Consultant will invoice (a) fifty percent of fixed project Fees upon execution of the SOW and (b) the remaining fifty percent upon completion of the project milestones identified in the SOW. For ongoing or retainer based Services, Consultant will invoice monthly in advance.

4.3 Payment Terms. Client will pay all undisputed invoices within thirty days of the invoice date. Late undisputed amounts may accrue interest at one and one half percent per month (or the maximum rate permitted by law, if lower) until paid. Consultant may suspend work on written notice if any undisputed invoice remains unpaid more than fifteen days after the due date.

### 05. SERVICE LEVELS AND SUPPORT (OPTIONAL)

5.1 Support. If specified in an SOW, Consultant will provide support services during the term of that SOW. The scope of support, contact methods, and hours of operation will be described in the SOW.

5.2 Response Targets. When support is included, Consultant will use commercially reasonable efforts to meet the response targets set out in the SOW. Any service credits specified in the SOW are Client's exclusive remedy for missed response targets.

## 06. INTELLECTUAL PROPERTY AND WORK PRODUCT

6.1 Pre-existing IP. Each party retains all rights in any intellectual property it owned or controlled before the Effective Date or developed outside this Agreement without use of the other party's Confidential Information.

6.2 Work Product. Unless the applicable SOW states otherwise, and subject to Client's payment of all applicable Fees, Consultant hereby grants Client a perpetual, worldwide, non-exclusive license to use, reproduce, and display the Deliverables for Client's internal business purposes. Consultant may reuse any generalized know-how, templates, tools, or methodologies created while performing the Services, provided they do not contain Client Confidential Information.

6.3 Third Party Materials. If Deliverables include third party software, content, or tools, they will be subject to the license terms identified in the SOW or documentation.

## 07. CONFIDENTIALITY AND NDA

7.1 Definition. "Confidential Information" means any non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

7.2 Obligations. Recipient will (a) use Confidential Information only to perform its obligations or exercise its rights under this Agreement, and (b) protect Confidential Information with at least the same care it uses to protect its own information of similar importance, but not less than reasonable care. Recipient may share Confidential Information with its employees, contractors, and advisors who need to know it and who are bound by confidentiality obligations at least as protective as those in this Agreement.

7.3 Exclusions. Confidential Information does not include information that (a) is or becomes public through no fault of Recipient, (b) was already known to Recipient without confidentiality obligations, (c) is independently developed by Recipient without use of Discloser's Confidential Information, or (d) is received from a third party without confidentiality obligations.

7.4 Required Disclosure. Recipient may disclose Confidential Information when required by law, subpoena, or court order, but will give Discloser prompt notice if legally permitted and will reasonably cooperate with any attempt to limit or challenge the disclosure.

## 08. INDEMNIFICATION

8.1 Consultant Indemnity. Consultant will defend Client against any third party claim that the Services or Deliverables, as provided by Consultant, infringe a United States patent, copyright, or trademark, and will pay any damages and reasonable costs finally awarded against Client to the extent arising from such claim. Consultant's obligations do not apply to claims arising from (a) modifications not made by Consultant, (b) combination with items not provided by Consultant, or (c) Client's use of the Services or Deliverables in violation of this Agreement.

8.2 Client Indemnity. Client will defend Consultant against any third party claim arising from Client's data, materials, or instructions, and will pay any damages and reasonable costs finally awarded against Consultant to the extent arising from such claim.

## 09. LIMITATION OF LIABILITY

9.1 Cap. Except for (a) each party's indemnification obligations, (b) Client's payment obligations, and (c) damages arising from a party's gross negligence or intentional misconduct, each party's total liability arising out of or relating to this Agreement will not exceed the Fees paid or payable by Client to Consultant under the applicable SOW during the twelve month period before the event giving rise to the claim.

9.2 Exclusion of Certain Damages. Neither party will be liable for any indirect, incidental, consequential, special, or punitive damages, or for lost profits or revenue, arising out of or relating to this Agreement, even if advised of the possibility of such damages.

## 10. TERM AND TERMINATION

10.1 Term. This Agreement begins on the Effective Date and continues until terminated as described in this Section.

10.2 Termination for Convenience. Either party may terminate this Agreement or any SOW for convenience on thirty days written notice to the other party. If Client terminates for convenience, Client will pay Consultant for all Services performed and expenses incurred through the effective date of termination, plus any agreed upon cancellation or kill Fees set out in the applicable SOW.

10.3 Termination for Cause. Either party may terminate this Agreement or any SOW immediately on written notice if the other party materially breaches and does not cure the breach within thirty days after receiving written notice that describes the breach.

10.4 Effect of Termination. Upon any expiration or termination of this Agreement, (a) all SOWs will automatically terminate, unless otherwise agreed in writing, and (b) each party will return or destroy the other's Confidential Information, on request, subject to any record keeping obligations.

## 11. FORCE MAJEURE

Neither party will be liable for failure or delay in performing its obligations (other than payment obligations) to the extent caused by events beyond its reasonable control, including natural disasters, acts of government, war, terrorism, labor disputes, failures of third party service providers, or widespread internet or power outages, provided that the affected party uses reasonable efforts to mitigate the impact and resume performance.

## 12. DISPUTE RESOLUTION

12.1 Good Faith Negotiation. If a dispute arises out of or relates to this Agreement, the parties will first attempt in good faith to resolve the dispute through discussions between their project leads or relationship managers.

12.2 Mediation. If the dispute is not resolved within thirty days of written notice of the dispute, either party may request non-binding mediation with a mutually agreed mediator in

. The parties will share the mediator's fees equally.

12.3 Litigation. If the dispute is not resolved through mediation within sixty days of appointment of the mediator, either party may pursue any remedy available at law or in equity, subject to the limitations in this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the State of , without regard to its conflict of law rules. Any legal action or proceeding arising out of or relating to this Agreement will be brought in the state or federal courts located in , and each party consents to the personal jurisdiction and venue of those courts.

SIGNATURES

Table with 2 columns: SERVICE PROVIDER and CLIENT. Rows include Name, Title, Signature, and Date for both parties.