

# PROFESSIONAL SERVICES AGREEMENT

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This Professional Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Provider and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Provider to perform certain professional services and to produce certain deliverables, and Provider wishes to perform those services and produce those deliverables, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Services

**1.1 Services.** Provider will perform the professional services described in this Agreement and in any exhibit or scope description attached or referenced (the "**Services**") and will produce the deliverables described there (the "**Deliverables**").

**1.2 Description.** The Services and Deliverables are: [DESCRIBE THE SCOPE, APPROACH, AND DELIVERABLES IN SPECIFIC TERMS].

**1.3 Standard of performance.** Provider will perform the Services with reasonable skill and care, in a professional and workmanlike manner, consistent with generally accepted standards for the relevant profession.

**1.4 Out of scope.** Work not described in the scope is outside this Agreement and requires a signed change order under Section 8 before Provider performs it.

## 2. Performance and Deliverables

**2.1 Schedule.** Provider will perform the Services and deliver the Deliverables on the following schedule: [LIST START DATE, MILESTONES, AND TARGET COMPLETION DATE].

**2.2 Acceptance.** Client will review each Deliverable and, within [NUMBER, e.g. 10] business days of delivery, either accept it in writing or provide a written list of specific deficiencies measured against the agreed criteria. If Client does not respond within that period, the Deliverable is deemed accepted.

**2.3 Cure.** If Client identifies deficiencies, Provider will correct them and redeliver within [NUMBER] business days, after which the acceptance procedure repeats for the corrected Deliverable.

**2.4 Personnel.** Provider will assign personnel with the skills and qualifications appropriate for the Services and may substitute personnel of comparable qualifications. Provider remains responsible for the work of its personnel

and any approved subcontractors.

### 3. Fees and Payment

**3.1 Fees.** Client will pay Provider on the following basis: **[CHOOSE: fixed fee of [AMOUNT]; time-and-materials at [RATE] per [HOUR/DAY]; or milestone payments as described in an exhibit]**. Unless stated otherwise, fees are in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

**3.2 Expenses.** Client will reimburse Provider for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

**3.3 Invoicing and payment.** Provider will invoice Client **[MONTHLY / ON MILESTONE COMPLETION]**, and Client will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

**3.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Provider may suspend the Services on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

**3.5 Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Provider's net income.

### 4. Client Responsibilities

**4.1 Cooperation.** Client will provide timely access to the information, materials, systems, personnel, approvals, and decisions reasonably required for Provider to perform.

**4.2 Effect of Client delay.** Provider is not responsible for delays caused by Client's failure to meet its responsibilities, and the schedule and fees may be equitably adjusted to account for the delay.

**4.3 Client materials.** Client is responsible for the accuracy, completeness, and rights clearance of materials it provides to Provider for use in the Services.

### 5. Confidentiality

**5.1 Definition.** "**Confidential Information**" means non-public information one Party (the "**Disclosing Party**") discloses to the other (the "**Receiving Party**") that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances.

**5.2 Obligations.** The Receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

**5.3 Exclusions.** Confidentiality obligations do not apply to information that is or becomes public through no fault of the Receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed without use of the Confidential Information.

**5.4 Return.** On the Disclosing Party's request or on termination, the Receiving Party will return or destroy Confidential Information in its possession, except copies retained in routine backups or as required by law, which remain subject to this Section.

### 6. Intellectual Property

**6.1 Background IP.** Each Party retains all right, title, and interest in intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**").

**6.2 Deliverables.** Subject to Client's full payment of the fees for the applicable Services, Provider assigns to Client all right, title, and interest in the Deliverables created specifically for Client, excluding Provider's Background IP and Tools.

**6.3 Provider tools and license-back.** Provider retains ownership of its methodologies, know-how, and general-purpose tools, templates, and components ("**Tools**"). To the extent any Tools are embedded in a Deliverable, Provider grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use those Tools solely as part of that Deliverable.

## 7. Warranties

**7.1 Mutual authority.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach any other agreement binding on it.

**7.2 Services warranty.** Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. As Client's sole remedy for a breach of this warranty reported within **[NUMBER, e.g. 30]** days of performance, Provider will re-perform the deficient Services.

**7.3 Disclaimer.** Except as expressly stated in this Agreement, the Services and Deliverables are provided "as is," and Provider disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

## 8. Change Control

**8.1 Change requests.** Either Party may request a change to the Services, Deliverables, schedule, or fees. A requested change takes effect only when both Parties sign a written change order describing the change and its impact.

**8.2 No obligation to perform out-of-scope work.** Provider is not obligated to perform work outside the agreed scope until a change order is signed.

## 9. Term, Termination, and Liability

**9.1 Term.** This Agreement begins on the Effective Date and continues until the Services are completed, unless terminated earlier under this Section.

**9.2 Termination for convenience.** Either Party may terminate for convenience on **[NUMBER, e.g. 30]** days' prior written notice.

**9.3 Termination for cause.** Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 15]** days after written notice describing the breach.

**9.4 Effect of termination.** On termination, Client will pay Provider for all Services performed and expenses incurred through the effective date of termination, including work in progress on a pro-rata basis, and Provider will deliver work product for which Client has paid.

**9.5 Limitation of liability.** Except for breaches of confidentiality, indemnification obligations, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

**9.6 Governing law and general terms.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**. This Agreement is the entire agreement between the Parties on its subject, may be

amended only by a writing signed by both Parties, and may be signed in counterparts and by electronic signature, each of which is an original. If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**PROVIDER**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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