

SERVICES RENEWAL AGREEMENT

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This Services Renewal Agreement (this "**Renewal**") is entered into as of [EFFECTIVE DATE] (the "**Renewal 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. The Parties entered into a services agreement dated [ORIGINAL AGREEMENT DATE] (the "**Original Agreement**") under which Provider provides certain services to Client. The current term of the Original Agreement expires on [EXPIRATION DATE]. The Parties wish to renew and extend the Original Agreement on the terms below. Capitalized terms used but not defined in this Renewal have the meanings given in the Original Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Renewal and Continuation

1.1 Renewal. The Parties renew and extend the Original Agreement for a new term as set out in Section 2. Except as expressly modified by this Renewal, the Original Agreement remains in full force and effect and continues to govern the relationship between the Parties.

1.2 Continuity. The renewed term continues without interruption from the end of the prior term, so that the services continue without a gap unless the Parties agree otherwise in writing. Obligations that accrued under the Original Agreement before the Renewal Effective Date remain in effect.

1.3 Confirmation of Original Agreement. Each Party confirms that the Original Agreement is valid and enforceable and that, to its knowledge, the other Party is not in material breach as of the Renewal Effective Date, except as disclosed in writing.

2. Renewal Term

2.1 New term. The renewed term begins on [RENEWAL START DATE] and continues for [NUMBER] [months / years], ending on [RENEWAL END DATE] (the "**Renewal Term**"), unless terminated earlier under the Original Agreement or this Renewal.

2.2 Further renewals. Unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the end of the Renewal Term, the agreement will [renew automatically for successive periods of [LENGTH] / expire at the end of the Renewal Term and require a further written renewal].

2.3 Holdover. If the Parties continue performing after the end of the Renewal Term without a further signed renewal, the services continue on a month-to-month basis under the then-current terms until either Party

terminates on [NUMBER, e.g. 30] days' written notice.

3. Services During the Renewal Term

3.1 Scope. During the Renewal Term, Provider will continue to provide the services described in the Original Agreement and any active statements of work, as modified by Section 3.2.

3.2 Changes to scope. The scope of services for the Renewal Term is changed as follows: [DESCRIBE ADDED, REMOVED, OR MODIFIED SERVICES, OR STATE "No change"]. Any further changes require a written change order under the Original Agreement.

3.3 Service levels. The service levels, response times, and reporting obligations in the Original Agreement continue to apply during the Renewal Term, except as modified here: [DESCRIBE ANY CHANGES, OR STATE "No change"].

4. Fees for the Renewal Term

4.1 Renewal fees. The fees for the Renewal Term are [NEW FEE AMOUNT AND BASIS, e.g. \$X per month], which [reflect no change / reflect an increase of X% / are as set out in Exhibit A] from the prior term.

4.2 Invoicing and payment. Provider will invoice Client [MONTHLY / ON THE SCHEDULE IN THE ORIGINAL AGREEMENT], and Client will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date. Late payment and disputed amounts are handled as provided in the Original Agreement.

4.3 Expenses and taxes. Reimbursable expenses and taxes continue to be handled as provided in the Original Agreement.

4.4 Future increases. Any fee increase at a subsequent renewal will be [capped at X% / Provider's then-current rates / subject to good-faith negotiation], as the Parties have agreed here.

5. Amendments to the Original Agreement

5.1 Specific amendments. In addition to the term and fees, the Parties amend the Original Agreement as follows: [LIST ANY AMENDED SECTIONS BY NUMBER AND THE NEW TEXT, OR STATE "None"].

5.2 No other changes. Except for the changes expressly stated in this Renewal, all terms of the Original Agreement remain unchanged and in full force.

5.3 Order of precedence. If a conflict exists between this Renewal and the Original Agreement, this Renewal controls solely for the Renewal Term and solely as to the matters it expressly addresses.

6. Representations and Acknowledgments

6.1 Authority. Each Party represents that it has the authority to enter into this Renewal and that the person signing is authorized to bind it.

6.2 No waiver of prior breaches. Renewing the Original Agreement does not waive any claim either Party has for a breach occurring before the Renewal Effective Date unless the Party expressly waives it in writing.

6.3 Reaffirmation. Each Party reaffirms its ongoing obligations under the Original Agreement, including confidentiality, intellectual property, and indemnification provisions, as continuing through the Renewal Term.

7. Termination

7.1 Termination rights. The termination provisions of the Original Agreement, including any rights to terminate for convenience or for cause and any cure periods, apply to the Renewal Term.

7.2 Effect of termination. On termination during the Renewal Term, the Parties will follow the wind-down, payment, and transition provisions of the Original Agreement, and Client will pay for services performed and expenses incurred through the effective date of termination.

7.3 Survival. All provisions of the Original Agreement that survive termination continue to survive with respect to the Renewal Term.

8. General Provisions

8.1 Governing law and venue. This Renewal is governed by the governing law and venue provisions of the Original Agreement, referencing the State of **[STATE]** and the courts located in **[COUNTY, STATE]**.

8.2 Assignment. Assignment of this Renewal is governed by the Original Agreement.

8.3 Notices. Notices under this Renewal follow the notice provisions of the Original Agreement and may be sent to the addresses above (or as updated in writing).

8.4 Entire agreement; amendment. This Renewal, together with the Original Agreement and any attached exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions about the renewal. It may be amended only by a writing signed by both Parties.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 Counterparts and electronic signature. This Renewal may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PROVIDER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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