Service Agreement

1. Parties and effective date

1.1 **Date and Parties.** This Service Agreement (the "Agreement") is made on **[Effective date: _____]** (the "Effective Date") between **[Client's full legal name: _____]**, [Client's business form and state: _____], whose mailing address is [Client's mailing address: _____], telephone [Client's phone number: _____] and email [Client's email address: _____] (the "Client"), and **[Provider's full legal name: _____]**, [Provider's business form and state: _____], whose mailing address is [Provider's mailing address: _____], telephone [Provider's phone number: _____] and email [Provider's email address: _____] (the "Provider"). Each is a "Party" and together they are the "Parties".

1.2 **Authority.** Each Party states that it has the legal power to enter into this Agreement. A person who signs for a company or other organization states that he or she is authorized to bind it.

1.3 **Business purpose.** The Client states that it is buying the Services for business, commercial or professional purposes and not primarily for personal, family or household use. The Parties will not use this form for a consumer transaction without first adding every notice and cancellation right that the law requires for that transaction.

1.4 **Contact details.** Each Party will keep its contact details current and will notify the other Party within 10 days after a change. The Provider will give the Client any further information that the Client needs to meet a law requiring the Client to identify the Provider in a written contract.

2. Recitals

2.1 The Provider is in the business of providing [Provider's line of business: _____].

2.2 The Client wishes to engage the Provider for the services described in this Agreement, and the Provider wishes to provide them, on the terms below.

2.3 In return for the promises in this Agreement, and for other good and valuable consideration that each Party acknowledges, the Parties agree as follows. These recitals are part of this Agreement and may be used to interpret it.

3. Definitions

3.1 **Defined terms.** In this Agreement:

(a) "Acceptance Criteria" means the requirements stated for a Deliverable in a Statement of Work or, if none are stated, material conformity with the description of the Deliverable in the Statement of Work.

(b) "Affiliate" means an entity that controls, is controlled by or is under common control with a Party, where control means ownership of more than half of the voting interests.

(c) "Business Day" means a day other than a Saturday, a Sunday or a federal legal holiday.

(d) "Change Order" means a written change signed by both Parties in the form of Schedule C or a similar

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form.

(e) "Client Materials" means data, documents, software, trademarks, specifications and other items that the Client or its Affiliates provide for use in the Services.

(f) "Confidential Information" has the meaning given in Section 17.

(g) "Deliverable" means an item that a Statement of Work requires the Provider to create and deliver to the Client.

(h) "Fees" means the amounts payable for the Services under Schedule B or a Statement of Work.

(i) "Intellectual Property Rights" means copyrights, patents, trade secrets, trademarks, database rights, design rights and similar rights, whether or not registered, and all applications and renewals.

(j) "Personal Information" means information that identifies, or can reasonably be linked to, an individual, and any information that an applicable privacy law protects.

(k) "Personnel" means the employees, agents and permitted subcontractors that a Party uses to perform this Agreement.

(l) "Pre-Existing Materials" means items, and the Intellectual Property Rights in them, that the Provider owned or licensed before the Effective Date, or develops independently of this Agreement.

(m) "Services" means the work described in a Statement of Work, including supply of the Deliverables.

(n) "Statement of Work" means Schedule A and each later written statement of work that both Parties sign and that refers to this Agreement.

(o) "Third-Party Materials" means items owned by a person other than a Party or its Affiliates, including open source software.

3.2 **Interpretation.** Headings are for convenience only. "Including" means "including without limitation". The singular includes the plural. "Written" and "in writing" include email unless this Agreement requires a signed writing or a formal notice. A reference to a law includes amendments of it.

3.3 **Mandatory law.** If a term of this Agreement conflicts with a law that the Parties cannot change by agreement, that law controls to the extent of the conflict and the rest of this Agreement remains in force.

4. Engagement, statements of work and order of precedence

4.1 **Engagement.** The Client engages the Provider to perform the Services, and the Provider accepts the engagement. The Provider is not required to start work, and the Client is not required to pay for work, before both Parties sign a Statement of Work that covers it.

4.2 **Statements of Work.** Each Statement of Work will state:

(a) the names and contact information of the Parties;

(b) an itemized description of the Services and Deliverables;

(c) the dates for performance and delivery;

(d) the value of the Services and the rate and method of compensation;

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(e) the date on which the Client must pay, or the method by which that date is fixed;

(f) the date by which the Provider must submit a list of the Services performed, so that the Client can meet its internal processing deadlines and pay on time; and

(g) any Acceptance Criteria, Third-Party Materials, key Personnel and special terms.

4.3 **Later Statements of Work.** The Parties may sign more than one Statement of Work. Each forms a separate set of obligations governed by the terms of this Agreement. Nothing obliges either Party to sign a further Statement of Work, and the Client makes no promise of any minimum volume unless a Statement of Work says so.

4.4 **Order of precedence.** If documents conflict, the following order applies: first a signed amendment; then the body of this Agreement; then a Change Order, for the Statement of Work it changes; then the Statement of Work; then the other Schedules. A Statement of Work overrides the body of this Agreement only where it names the Section that it overrides and states that it does so.

4.5 **Other forms.** Terms on a purchase order, quotation, invoice, portal or similar form of either Party do not form part of this Agreement, even if the other Party accepts the form or performs.

4.6 **Copies.** Each Party will receive a complete signed copy of this Agreement and of each Statement of Work, and will keep it at least as long as the law requires.

5. Services, standard of performance and personnel

5.1 **Performance.** The Provider will perform the Services described in each Statement of Work:

(a) in a professional and workmanlike manner, with the skill and care reasonably expected of a provider experienced in the same kind of services;

(b) in material accordance with the Statement of Work; and

(c) with Personnel who have suitable training, experience and, where required, licenses.

5.2 **Means and methods.** The Provider decides how, where and in what order it performs the Services, subject to the results, dates, security rules and site safety rules stated in this Agreement. The Provider supplies its own tools and equipment, except for items that a Statement of Work says the Client will supply.

5.3 **Personnel.** The Provider is responsible for the selection, supervision, pay and conduct of its Personnel. If a Statement of Work names key Personnel, the Provider will not replace them except for illness, resignation, termination, leave or another cause outside its reasonable control, and will promptly offer a replacement with comparable skills.

5.4 **Removal.** If the Client reasonably and lawfully objects to an individual because of conduct, safety or lack of qualification, it will notify the Provider with the reasons. The Provider will look into the matter promptly and, where the objection is justified, replace the individual without charging for the time the replacement needs to become familiar with the work.

5.5 **Site rules.** While at the Client's premises, the Provider's Personnel will follow the reasonable written safety, security and conduct rules given to them in advance.

5.6 **Communication.** Each Party appoints the representative named in Schedule A for day-to-day

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decisions. A representative may approve Deliverables and give instructions but may amend this Agreement only if authorized to sign an amendment. The Provider will report progress at the following intervals: [How often the Provider reports progress: _____].

5.7 **No guaranteed business result.** The Provider promises the Services and Deliverables described. It does not promise any particular level of revenue, savings, ranking, approval or other business outcome unless a Statement of Work states that result as a firm commitment.

6. Deliverables, acceptance and correction

6.1 **Delivery.** The Provider will deliver each Deliverable in the format and by the date stated in the Statement of Work, and will tell the Client in writing that it is ready for review.

6.2 **Review period.** The Client will review each Deliverable within **[Business Days to review a Deliverable: _____]** Business Days after delivery (the "Review Period") and will, by written notice, either accept it or reject it. The Client may reject a Deliverable only if it does not materially meet the Acceptance Criteria.

6.3 **Rejection notice.** A rejection must describe each failure in enough detail for the Provider to reproduce or identify it. The Client will not withhold acceptance for a preference or requirement that is not in the Statement of Work. Such a request is handled as a change under Section 8.

6.4 **Correction.** The Provider will correct a validly rejected Deliverable at no extra charge and deliver it again within [Business Days to correct a Deliverable: _____] Business Days or another agreed period. The Client then has a further Review Period for the corrected items and anything affected by them.

6.5 **Repeated failure.** If a Deliverable still does not materially meet the Acceptance Criteria after two correction attempts, the Client may:

(a) allow a further attempt;

(b) accept the Deliverable with a fair reduction of its Fee that the Parties agree in writing; or

(c) reject it finally, terminate the affected part of the Statement of Work and receive a refund of the Fees paid for that Deliverable, and for any other Deliverable that cannot reasonably be used without it.

6.6 **Deemed acceptance.** If the Client gives no notice within the Review Period, the Provider may send a reminder that refers to this subsection. The Deliverable is accepted if the Client gives no rejection notice within 3 Business Days after receiving the reminder. Use of a Deliverable in live business operations, other than for testing, is also acceptance.

6.7 **Effect.** Acceptance fixes the date for any payment milestone that depends on it. It does not waive a warranty claim under Section 22 for a defect that a reasonable review would not have shown.

7. Client responsibilities and access

7.1 **Cooperation.** The Client will, at its own cost and on time:

(a) provide the Client Materials, information and decisions listed in the Statement of Work;

(b) give the Provider reasonable access to its premises, systems and staff;

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(c) give approvals or reasons for refusal within [Business Days for Client approvals: _____] Business Days after a written request, unless another period applies;

(d) provide a safe place to work for Services performed at its premises; and

(e) obtain the consents, licenses and permissions needed for the Provider to use the Client Materials for the Services.

7.2 **Client Materials.** The Client is responsible for the accuracy, legality and completeness of the Client Materials. The Provider may rely on them and will tell the Client promptly if it notices a material error. The Client will keep its own backup copies unless a Statement of Work makes backup part of the Services.

7.3 **Access credentials.** The Client will issue separate credentials where practical and will withdraw them when they are no longer needed. The Provider will use access only for the Services.

7.4 **Effect of Client delay.** If the Client does not meet a responsibility and this affects the Services, the Provider will notify the Client promptly with the likely effect. The Provider's dates move by a fair period for that delay. The Provider may claim reasonable added cost only through a Change Order under Section 8.

8. Change orders

8.1 **Request.** Either Party may request a change to the Services, Deliverables, schedule, assumptions or Fees by written request.

8.2 **Estimate.** Within [Business Days to answer a change request: _____] Business Days after a request, the Provider will give the Client a written description of the change and its effect on Fees, expenses, dates and responsibilities, or explain why it cannot reasonably make the change. If preparing the estimate needs substantial work, the Provider may first ask for approval of a charge for it.

8.3 **Signed change.** A change takes effect only when both Parties sign a Change Order. Until then the Provider will continue the Services as they stand, unless the Client asks in writing for a pause, and neither Party is bound by the proposal.

8.4 **Urgent changes.** If work is needed at once to prevent harm or loss, the Client's representative may approve it by email, stating the work and a maximum cost. The Parties will sign a Change Order within 5 Business Days after that approval, and the Provider may stop the urgent work at the approved maximum.

8.5 **Unapproved work.** The Provider may not charge extra for work outside a Statement of Work without a Change Order or an approval under Section 8.4.

8.6 **Changes in law.** If a change in law after the Effective Date materially changes the cost or method of the Services, the Parties will negotiate a fair Change Order in good faith.

9. Schedule and delay

9.1 **Dates.** The Provider will meet the dates in each Statement of Work. A date described as an estimate is a planning target, and the Provider will use reasonable efforts to meet it.

9.2 **Notice of delay.** A Party that expects to miss a date will notify the other promptly with the cause, the likely length of the delay and a plan to recover.

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9.3 **Provider delay.** If the Provider misses a firm date for a reason within its control, it will put in additional resources at its own cost where this can reasonably recover the date. If it is still late after the cure period in Section 28, the Client may use the termination right in that Section.

9.4 **Excused delay.** A Party is not in breach for a delay caused by the other Party, by a Change Order or by an event under Section 30. Dates move by the time reasonably lost.

9.5 **Work lasting more than one year.** The Parties intend each Statement of Work to be a complete signed writing, including any Statement of Work that cannot by its terms be performed within one year.

10. Fees, invoicing and payment

10.1 **Fees.** The Client will pay the Fees stated in Schedule B or the Statement of Work. Fees may be a fixed price, milestone payments, hourly or daily rates, or a recurring fee, as Schedule B states. Rates do not change during a Statement of Work except by a Change Order.

10.2 **Deposit.** The Client will pay a deposit of **[Deposit amount: _____]** by [Deposit due date: _____]. The deposit is credited against the Fees as Schedule B states. On termination, any part of the deposit that exceeds the amounts then due is refunded under Section 29.

10.3 **Invoices.** The Provider will invoice at the times in Schedule B or, if none is stated, monthly for Services performed. Each invoice will show the Provider's name and address, the Statement of Work, the dates and an itemized description of the Services, the hours and rates for time-based work, approved expenses, any tax and the amount due. The Provider will send invoices to [Email address for invoices: _____]. An itemized invoice counts as the list of Services performed that Section 4.2(f) and item 19 of Schedule A call for. A late list does not extend a payment date that the law sets.

10.4 **Payment date.** The Client will pay each undisputed amount within **[Days to pay after receiving an invoice: _____]** days after it receives a proper invoice. If the Provider is an individual or a one-person company, or is otherwise protected by a law on payment of freelance workers, the Client will pay by the earlier of that date and 30 days after the Provider completes the Services to which the payment relates, or any earlier date that the law requires.

10.5 **Method.** Payment is made in United States dollars by [Payment method: _____]. Before changing bank details, the paying Party will confirm the change by calling a known telephone number. A Party that fails to confirm bears a loss that the call would have prevented.

10.6 **Estimates and caps.** For time-based work, an estimate is not a fixed price unless marked as a cap. The Provider will notify the Client when charges reach 80 percent of an estimate and will not exceed a cap without a Change Order.

10.7 **Records.** The Provider will keep time and expense records that support its charges for two years after the invoice. The Client may review relevant records once in a calendar year on 10 Business Days' notice. The Provider will refund an overcharge within 30 days after it is shown.

10.8 **No reduction as a condition of payment.** After the Provider has started the Services, the Client will not require the Provider to accept less than the agreed Fees as a condition of timely payment. This does not limit a good faith dispute or a written settlement of one.

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11. Expenses

11.1 **Included costs.** Fees include the Provider's ordinary overhead, tools, software, local travel and administration, unless Schedule B says otherwise.

11.2 **Reimbursed expenses.** The Client will reimburse reasonable expenses that are necessary for the Services and either listed in Schedule B or approved in writing before they are incurred. A single expense above **[Expense amount needing written approval: _____]** always needs prior written approval.

11.3 **No markup.** Expenses are charged at actual cost, after discounts, without markup. The Provider will include receipts and will submit the expense within 60 days after it is incurred, or with the final invoice if that is earlier. A late claim is payable if the delay did not harm the Client.

11.4 **Travel.** Travel follows the limits in Schedule B. Travel time is charged only if Schedule B states a rate for it.

12. Late payment, disputed invoices and suspension

12.1 **Late charge.** An undisputed amount not paid when due bears interest at **[Late interest rate: _____]** from the due date until paid. Interest never exceeds the maximum rate the governing law allows, and any excess received is credited to the Fees or refunded. Interest does not replace any remedy that a freelance payment law gives the Provider.

12.2 **Disputed invoices.** If the Client disputes an amount in good faith, it will notify the Provider before the due date, state the reasons and the amount, and pay the undisputed part on time. Representatives will meet within 10 Business Days to resolve the dispute. An amount found to be due is payable within 5 Business Days after the resolution, with interest from its original due date. If a law on payment of freelance workers does not allow the Client to withhold the amount, this subsection does not extend the time to pay.

12.3 **Suspension.** If an undisputed amount is more than 15 days late, the Provider may give written notice that it will suspend the affected Services. It may suspend if the amount is not paid within [Business Days of notice before suspension: _____] Business Days after the notice. The Provider will take reasonable steps to protect work in progress and Client Materials and will resume promptly after payment.

12.4 **Effect of suspension.** Dates move by the length of a proper suspension plus a reasonable time to restart. Suspension does not waive termination rights. The Provider will not disable a system, delete Client Materials or withhold Client data to force payment.

12.5 **Collection.** Costs of collection are recoverable only under Section 35 or where the law gives them.

13. Taxes and Form W-9

13.1 **Provider's taxes.** The Provider is responsible for its own income, self-employment, payroll and franchise taxes and for the employment taxes of its Personnel, except taxes that the law requires the Client to withhold or pay.

13.2 **Sales and similar taxes.** Fees do not include sales, use or similar taxes unless Schedule B says so. The Provider will state any tax it is required to collect as a separate line. The Client will pay it or give a

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valid exemption certificate. The Parties will reasonably cooperate to reduce tax that is not legally due.

13.3 **Form W-9.** Before the first payment, the Provider will give the Client a complete and signed IRS Form W-9 or the correct form for a foreign provider. The Provider will give an updated form within 10 days after a change.

13.4 **Information returns.** The Client will file any information return, such as Form 1099-NEC, that the law requires for its payments.

13.5 **Withholding.** The Client may withhold tax, including backup withholding, only where and to the extent the law requires it. It will pay the withheld amount to the tax authority and give the Provider proof. An amount properly withheld and paid over counts as paid to the Provider.

14. Term and renewal

14.1 **Term.** This Agreement starts on the Effective Date and continues until **[End date of the Agreement: _____]**, or until all Statements of Work are complete, whichever is later, unless it ends earlier under Section 28.

14.2 **Statements of Work.** Each Statement of Work starts and ends on its stated dates. If no end date is stated, it ends when the Services are complete and the final payment is made.

14.3 **No automatic renewal.** This Agreement and each Statement of Work do not renew automatically. The Parties may renew or extend them only by a signed writing that states the new end date, the Services and the Fees.

14.4 **Work after the end date.** If the Provider continues Services at the Client's written request after an end date without a signed extension, the terms and rates of this Agreement apply to that work. Either Party may stop it at any time on 5 Business Days' written notice. This is not a renewal.

15. Independent contractor relationship

15.1 **Status.** The Provider is an independent contractor. Nothing in this Agreement makes either Party the employee, partner, joint venturer, franchisee or agent of the other.

15.2 **Control.** The Client may specify the results it requires and inspect the work. The Client does not control the details and means by which the Provider achieves those results. The Provider sets its own hours, subject to agreed dates and meetings, and may perform services for others under Section 27.

15.3 **Business of its own.** The Provider states that it operates its own business, holds the registrations and licenses that business needs, bears its own ordinary business costs and may make a profit or suffer a loss.

15.4 **No authority.** Neither Party may bind the other or make a promise on its behalf.

15.5 **No employee benefits.** The Provider and its Personnel are not entitled under this Agreement to the Client's employee benefits. This does not waive a benefit or protection that the law requires.

15.6 **Facts and law control.** The Parties understand that the law and the actual working relationship, not the label used here, determine status. Either Party will promptly raise a fact that may affect it. Nothing here limits a worker's right to ask an agency or court to decide status or to receive a legal protection that depends on it.

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16. Subcontractors

16.1 **Consent.** The Provider may use a subcontractor to perform a material part of the Services only if it is named in a Statement of Work or the Client consents in writing. The Client will not unreasonably withhold or delay consent.

16.2 **Responsibility.** The Provider remains responsible for the Services and for the acts and omissions of its subcontractors as if they were its own, and will pay them on time.

16.3 **Written terms.** The Provider will have a written agreement with each subcontractor that protects Confidential Information, secures the assignments and licenses needed for Sections 20 and 21, includes any notice the law requires, and applies the insurance and security terms that fit the subcontractor's work.

16.4 **Withdrawal of consent.** The Client may withdraw consent for a subcontractor with a reasonable, lawful objection related to performance, security or legal compliance. The Provider will replace it within a reasonable time.

17. Confidentiality

17.1 **Meaning.** "Confidential Information" means nonpublic information that a Party (the "Discloser") makes available to the other (the "Recipient") in connection with this Agreement, if it is marked confidential or a reasonable person would understand it to be confidential. It includes business plans, prices, customer information, source code, technical information and security information.

17.2 **Exclusions.** Confidential Information does not include information that the Recipient can show:

(a) is or becomes public other than by breach of this Agreement;

(b) was lawfully known to it without a duty of confidence before disclosure;

(c) was lawfully received from a third party without a duty of confidence; or

(d) was developed independently without use of the Discloser's Confidential Information.

17.3 **Duties.** The Recipient will use Confidential Information only to perform or exercise rights under this Agreement. It will protect it with at least reasonable care and disclose it only to Personnel and professional advisers who need it and have a duty to protect it. The Recipient is responsible for their breach.

17.4 **Required disclosure.** The Recipient may disclose Confidential Information that a law or court order requires. Where lawful, it will give the Discloser prompt notice, disclose only what is required and reasonably assist, at the Discloser's cost, with a request for protection.

17.5 **Return.** On request or when this Agreement ends, the Recipient will return or destroy Confidential Information and, if asked, confirm this in writing. It may keep one archival copy for legal compliance and routine backup copies until they are overwritten, protected under this Section. The Client may keep Confidential Information included in Deliverables to the extent needed to use its rights in them.

17.6 **Duration.** These duties last during the term and for **[Years of confidentiality after the term: _____]** years after it. For a trade secret they last as long as it remains a trade secret under law, and for Personal Information as long as the Recipient holds it.

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17.7 **Protected conduct.** Nothing in this Agreement prevents a person from reporting a suspected violation of law to a government agency, taking part in an agency investigation, testifying truthfully, discussing wages or working conditions where the law protects that discussion, or making a disclosure the law protects. The person does not need consent and need not give notice.

17.8 **Remedies.** A breach may cause harm that money cannot fully repair. The Discloser may ask a court for an injunction, subject to the proof the law requires.

18. Defend Trade Secrets Act notice

NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT, 18 U.S.C. § 1833(b)

18.1 **Disclosure immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that:

(a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

18.2 **Use in a retaliation lawsuit.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

18.3 **Who is covered.** For this notice, an employee includes any individual performing work as a contractor or consultant for an employer. The Provider will give this notice to each individual who works on the Services as its employee, contractor or consultant under a confidentiality agreement.

18.4 **Priority.** This notice prevails over any contrary term of this Agreement.

19. Data protection and security

19.1 **Purpose limit.** The Provider will use Personal Information and other Client data only to perform the Services, on the Client's documented instructions and as the law allows. The Provider will not sell it or use it for its own marketing, or to train a machine learning model, without the Client's express written consent.

19.2 **Security.** The Provider will maintain reasonable administrative, technical and physical safeguards suited to the sensitivity of the data and the Services. These include access limits, strong authentication, encryption in transit where suitable, prompt installation of security updates and training of Personnel.

19.3 **Incident.** If the Provider confirms unauthorized access to, or loss or disclosure of, Client data in its control, it will notify the Client without unreasonable delay and no later than [Hours to report a data incident: _____] hours after confirming it, or sooner if the law requires. The notice will state what is known, and the Provider will update it, contain the incident and cooperate in any legally required notice. Notice is not an admission of fault.

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19.4 **Return and deletion.** At the end of the Services, the Provider will return Client data in a common format if asked and then delete it, except for copies a law requires it to keep. The Provider will continue to protect kept copies.

19.5 **Regulated data.** The Client will not give the Provider protected health information, financial customer information, payment card data or other specially regulated data unless the Statement of Work identifies it and the Parties have signed the additional terms that the law requires. These include a business associate contract where HIPAA requires one and contractual safeguards where the FTC Safeguards Rule requires them.

19.6 **Information on request.** On reasonable written request not more than once each year, or after an incident, the Provider will give the Client enough information to confirm that it complies with this Section.

20. Intellectual property and assignment of deliverables

20.1 **Client ownership of Deliverables.** Subject to payment of the Fees due for a Deliverable, and except for Pre-Existing Materials and Third-Party Materials, the Provider irrevocably assigns to the Client all of its worldwide right, title and interest, including all Intellectual Property Rights, in that Deliverable. The assignment takes effect automatically when those Fees are paid, without a further document.

20.2 **Present assignment.** Section 20.1 is a present assignment of future rights that takes effect on payment, and not only a promise to assign. This Agreement, signed by the Provider, is the signed writing for the transfer of copyright, and an instrument in writing for the assignment of patent rights.

20.3 **Works made for hire.** A Deliverable is a work made for hire only if it falls within a category that 17 U.S.C. § 101 lists for specially ordered or commissioned works and the Statement of Work expressly says that the Parties agree that it is a work made for hire. The assignment above applies to every other Deliverable and to a Deliverable that is found not to be a work made for hire.

20.4 **License before payment.** Until the assignment takes effect, the Client has a nonexclusive, nontransferable license to use the Deliverable internally for review and testing. The Provider may end this license on notice if an undisputed Fee for that Deliverable is not paid after suspension under Section 12.

20.5 **Inventors and Personnel.** The Provider will have written agreements with its Personnel that let it give the rights promised here. It will promptly disclose to the Client any patentable invention made in performing the Services and forming part of a Deliverable.

20.6 **Further acts.** On request and at the Client's cost, the Provider will sign documents and give reasonable help to record, register and enforce the assigned rights, during and after the term. Where the law allows, the Provider waives moral rights in assigned Deliverables or agrees not to assert them against the Client and its successors and licensees.

20.7 **Client Materials.** The Client keeps all rights in Client Materials. The Provider has a limited, nonexclusive license to use them during the term only to perform the Services, and may sublicense that use to permitted subcontractors.

20.8 **Working papers and know-how.** Drafts and working papers that are not Deliverables stay with the Provider, subject to confidentiality, unless the Statement of Work requires delivery or Section 29.1

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applies. Either Party may use general skills, ideas and experience that are not the other's Confidential Information or protected by its Intellectual Property Rights.

20.9 **Statutory rights.** This Section does not waive a right to terminate a copyright grant that a law says the author may use despite any agreement.

21. Pre-existing and third-party materials license

21.1 **Retained rights.** The Provider keeps its rights in Pre-Existing Materials, including improvements of general use that do not contain Client Confidential Information.

21.2 **License.** If a Deliverable contains or needs Pre-Existing Materials, the Provider grants the Client, on payment of the Fees for that Deliverable, a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify and display them as part of, or as needed to use and maintain, the Deliverable. The Client may let its Affiliates and service providers use the license for the Client's benefit, and may transfer it with the Deliverable. It may not sell the Pre-Existing Materials as a separate product. The license is irrevocable unless the Client materially breaches it and does not cure within 30 days after notice.

21.3 **Disclosure.** The Provider will list material Pre-Existing Materials in the Statement of Work. If an item is not listed, the license above still applies to it.

21.4 **Third-Party Materials.** The Provider will list material Third-Party Materials, their license terms and any cost in the Statement of Work before including them. Their own license applies. The Provider will not include open source software that would require the Client to disclose or license its own source code unless the Client agrees in writing.

21.5 **Reserved rights.** Each Party reserves the rights that this Agreement does not grant.

22. Representations and warranties

22.1 **Mutual.** Each Party represents that it is validly formed and authorized to enter into this Agreement, and that doing so does not breach another agreement that binds it.

22.2 **Provider warranties.** The Provider warrants that:

(a) it will perform the Services in accordance with Section 5;

(b) each Deliverable will materially meet its Acceptance Criteria for **[Warranty Period in days: _____]** days after acceptance (the "Warranty Period");

(c) to its knowledge, the Deliverables, when used as this Agreement allows, do not infringe another person's Intellectual Property Rights;

(d) it has or will have the rights needed to give the assignments and licenses in this Agreement; and

(e) it will use reasonable measures not to deliver software that contains a virus, time bomb or similar harmful code.

22.3 **Remedy.** If the Client gives notice of a breach of item (a) within 30 days after the Services, or of item (b) within the Warranty Period, the Provider will perform the Services again or correct the Deliverable at its own cost within a reasonable time. If it cannot, it will refund the Fees paid for the defective part. This is the Client's only remedy for a breach of items (a) and (b), except for its right to

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terminate under Section 28 and any liability that this Agreement says is not limited.

22.4 **Exceptions.** Warranty (b) does not cover a failure to the extent caused by the Client Materials, by a change that the Provider did not make or approve, by use against written instructions, or by a system that the Statement of Work does not cover.

22.5 **Client warranty.** The Client warrants that it has the right to give the Client Materials to the Provider for the Services and that their permitted use will not infringe another person's rights.

23. Warranty disclaimer

23.1 **EXCEPT FOR THE WARRANTIES STATED IN THIS AGREEMENT, AND TO THE FULLEST EXTENT THE LAW ALLOWS, NEITHER PARTY GIVES ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, FOR THE SERVICES, THE DELIVERABLES AND ANY GOODS SUPPLIED WITH THEM.**

23.2 **Goods.** If the Provider supplies goods made by another person, it will pass to the Client the manufacturer's warranty to the extent it can. The Parties regard this Agreement as mainly one for services. Any part that the Uniform Commercial Code governs is subject to its mandatory rules.

23.3 **Limits of this Section.** This Section does not remove a warranty that the law does not allow the Parties to disclaim.

24. Indemnification and procedure

24.1 **By the Provider.** The Provider will defend the Client, its Affiliates and their officers, directors and employees against a third-party claim, and will pay the resulting damages, settlements and reasonable costs, to the extent the claim arises from:

(a) bodily injury, death or damage to tangible property caused by the negligence or willful misconduct of the Provider or its Personnel;

(b) an allegation that a Deliverable, used as this Agreement allows, infringes or misappropriates a third party's Intellectual Property Rights;

(c) the Provider's violation of law in performing the Services; or

(d) employment claims by the Provider's Personnel, except to the extent caused by the Client's own acts or omissions.

24.2 **By the Client.** The Client will defend the Provider, its Affiliates and their officers, directors and employees against a third-party claim, and will pay the resulting damages, settlements and reasonable costs, to the extent the claim arises from:

(a) bodily injury, death or damage to tangible property caused by the negligence or willful misconduct of the Client or its Personnel;

(b) an allegation that Client Materials, used as this Agreement allows, infringe or misappropriate a third party's rights; or

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(c) the Client's violation of law in its use of the Services or Deliverables.

24.3 **Procedure.** The protected Party will give prompt written notice, let the other Party control the defense with competent counsel, and give reasonable help at the other Party's cost. Delay reduces the duty only to the extent it causes harm. The protected Party may join the defense with its own counsel at its own cost. The other Party will not settle in a way that admits fault for, or imposes a duty that is not money on, the protected Party without its written consent, which will not be unreasonably withheld.

24.4 **Infringement steps.** If a Deliverable is, or is likely to be, subject to an infringement claim, the Provider may obtain the right for continued use, or change or replace the Deliverable with one that has materially the same function. If neither is commercially reasonable, the Provider may ask the Client to stop using it and will refund the Fees paid for it.

24.5 **Infringement exceptions.** The Provider has no duty for infringement to the extent caused by Client Materials, the Client's specific written design instructions, changes made by others, or use in a combination that the Statement of Work did not contemplate, if the claim would not exist without that cause.

24.6 **Fault and law.** No Party must indemnify another for the part of a loss caused by the other's own negligence or willful misconduct. These duties apply only as far as the law allows.

25. Limitation of liability and exceptions

25.1 **EXCLUDED LOSSES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST REVENUE, ARISING FROM THIS AGREEMENT, EVEN IF IT KNEW THAT THEY WERE POSSIBLE.**

25.2 **CAP. EACH PARTY'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT, IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF [Liability cap amount: _____] AND THE TOTAL FEES PAID AND PAYABLE IN THE 12 MONTHS BEFORE THE EVENT THAT GAVE RISE TO THE CLAIM.**

25.3 **Exceptions.** Sections 25.1 and 25.2 do not limit:

(a) the Client's duty to pay Fees and reimbursable expenses;

(b) indemnification for third-party claims under Section 24;

(c) liability for fraud, gross negligence or willful misconduct;

(d) liability for death or bodily injury caused by negligence;

(e) a Party's infringement or misappropriation of the other's Intellectual Property Rights; or

(f) liability that the law does not allow a Party to limit, including a statutory remedy for late payment.

25.4 **Confidentiality and data.** For breach of Section 17 or 19, the cap is **[Separate cap for confidentiality and data: _____]** in place of the amount in Section 25.2. Reasonable costs of legally required notices and of responding to a data incident count as direct damages.

25.5 **Duty to reduce loss.** Each Party will take reasonable steps to reduce its loss.

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25.6 **Allocation of risk.** The Fees reflect these limits. They apply even if a limited remedy fails of its essential purpose, to the extent the law allows.

26. Insurance

26.1 **Cover.** During the Services the Provider will carry, with insurers authorized or eligible to do business in the relevant state:

(a) commercial general liability insurance of at least [General liability limit: _____] per occurrence;

(b) professional liability (errors and omissions) insurance of at least [Professional liability limit: _____] per claim;

(c) workers' compensation insurance as the law requires;

(d) automobile liability insurance of at least [Automobile liability limit: _____] if vehicles are used for the Services; and

(e) cyber liability insurance of at least [Cyber liability limit: _____] if the Provider holds Client data.

Where a field above is marked "not required", that cover does not apply.

26.2 **Proof.** Before starting and on later request, the Provider will give a certificate of insurance. If the Statement of Work requires it, the general liability policy will name the Client as an additional insured for claims arising from the Services.

26.3 **Changes.** The Provider will notify the Client promptly if required cover is cancelled or reduced below the limits. Cover written on a claims-made basis will be kept, or an extended reporting period bought, for one year after the Services.

26.4 **Effect.** Insurance limits do not increase or reduce a Party's liability under this Agreement.

27. Non-solicitation and non-exclusivity

27.1 **Non-exclusive relationship.** The Provider may serve other clients, including competitors of the Client. The Client may engage other providers. This freedom is subject to the duties of confidentiality and the Intellectual Property Rights in this Agreement.

27.2 **No noncompete.** Nothing in this Agreement restricts a Party or an individual from competing, working in any business, trade or profession, or serving any customer.

27.3 **Conflict of interest.** The Provider will promptly tell the Client if other work makes it unable to perform the Services fairly and with its full professional judgment. The Parties will discuss a reasonable solution.

27.4 **Non-solicitation of staff.** During a Statement of Work and for [Months of staff non-solicitation: _____] months after it, neither Party will directly solicit for employment an employee of the other with whom it worked closely under that Statement of Work. This applies only to the extent the governing law and the law where the employee works allow it.

27.5 **Exceptions.** A Party may advertise to the public, use a recruiter not told to target the other Party,

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give a reference, and hire a person who responds to a public advertisement or contacts it without solicitation.

28. Termination for convenience and cause

28.1 **For convenience.** Either Party may end this Agreement or a Statement of Work without cause by at least **[Days of notice to end without cause: _____]** days' written notice. If the Provider gives the notice, it will complete any milestone due in the notice period unless the Client asks it to stop.

28.2 **For cause.** Either Party may end this Agreement or the affected Statement of Work by written notice if the other materially breaches it and does not cure within **[Days to cure a breach: _____]** days after written notice that describes the breach. If the breach cannot reasonably be cured in that time, the period is extended up to a further 30 days while the breaching Party works diligently on a cure. The extension does not apply to a failure to pay.

28.3 **Immediate termination.** A Party may end this Agreement at once by written notice if the other:

(a) commits fraud or a serious violation of law in connection with this Agreement;

(b) commits a material breach that cannot be cured; or

(c) intentionally misuses Confidential Information or Client data.

28.4 **Insolvency.** To the extent the law allows, a Party may end this Agreement by written notice if the other makes a general assignment for creditors, has a receiver appointed for most of its assets, or stops business. After a bankruptcy case begins, termination is subject to the Bankruptcy Code, and nothing here overrides it.

28.5 **Extended force majeure.** Either Party may end an affected Statement of Work under Section 30.5.

28.6 **Payment freedoms.** The Client may not end this Agreement to avoid paying for Services already properly performed. A Party may not end this Agreement in retaliation for the exercise of a right the law protects.

29. Effect of termination, transition and survival

29.1 **Stop and deliver.** On the termination date, the Provider will stop the Services, except for agreed transition work, and make no new commitment for which it expects payment. It will deliver completed work and, when the amounts due for it are paid, work in progress in its current state. On payment of the amount due under this Section 29 for work in progress, the assignment in Section 20 and the license in Section 21 apply to the delivered work in progress as if it were a Deliverable. That work in progress is supplied as is and without acceptance.

29.2 **Payment.** The Client will pay for Services properly performed up to termination, approved expenses, and costs that the Provider reasonably committed to with the Client's approval and cannot cancel. For fixed-price or milestone work, the Client will pay a fair part of the price based on the work completed. If the Client ends for the Provider's uncured breach, the Client need not pay for the part of the Services that fails to meet this Agreement.

29.3 **Refund.** The Provider will refund, within 30 days after termination, prepaid Fees and any deposit that exceed the amounts due. The Provider will send a final statement with the refund or final invoice.

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29.4 **Transition.** On request made before termination, the Provider will give up to [Days of transition help: _____] days of reasonable help to move the Services to the Client or a new provider. The Client will pay for this at the rates in Schedule B, in advance if an undisputed invoice is overdue. No charge applies to the simple return of Client Materials.

29.5 **Return of property.** Each Party will return the other's property and end system access promptly. Sections 17.5 and 19.4 apply to information and data. The Provider has no right to keep the Client's data as security for payment.

29.6 **Survival.** Terms that by their nature continue after the end survive, including Sections 3, 10 (amounts due and records), 12, 13, 17 to 25, 27, 29, 32 to 35, and 36 to 39.

29.7 **Accrued rights.** Termination does not remove a right or claim that arose before it.

30. Force majeure

30.1 **Meaning.** A Party is not in breach for a failure or delay caused by an event beyond its reasonable control that it could not have avoided with reasonable care. Examples are natural disaster, severe weather, fire, epidemic, war, terrorism, civil disorder, act of government, general labor dispute and failure of public utilities or networks.

30.2 **Not included.** Lack of money, a subcontractor's failure not itself caused by such an event, and an event the affected Party caused are not force majeure. An obligation to pay for Services already performed is not excused. Time to pay is extended only while a payment system failure makes payment impossible.

30.3 **Notice.** The affected Party will notify the other promptly with the cause, the expected length and the affected duties.

30.4 **Reduce effects.** The affected Party will use reasonable efforts to work around the event and will resume as soon as reasonable. Fees do not accrue for Services not performed.

30.5 **Long event.** If the event prevents a material part of the Services for more than [Days before a long event allows termination: _____] consecutive days, either Party may end the affected Statement of Work by written notice. Section 29 then applies.

31. Compliance with laws

31.1 **General.** Each Party will follow the laws that apply to it in performing this Agreement, including laws on labor, safety, anti-corruption, export, privacy and discrimination.

31.2 **Licenses and permits.** The Provider will hold the professional and business licenses and registrations that the Services require. The Client will obtain permits that only the owner or operator of its premises or business can obtain, unless a Statement of Work says otherwise.

31.3 **Anti-corruption.** Neither Party will offer, give, request or accept a bribe or improper benefit in connection with this Agreement.

31.4 **Workers.** The Provider will pay its Personnel lawfully and will not use forced or unlawful child labor. Neither Party will threaten, penalize or retaliate against a person for using a right under a wage, freelance worker, safety or anti-discrimination law.

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31.5 **Notice of problems.** A Party that learns of a violation likely to affect the Services will promptly notify the other where the law allows.

32. Publicity and reviews

32.1 **Names and marks.** Neither Party will use the other's name, logo or trademarks in advertising, a press release or a public customer list without prior written consent. A Party may withdraw consent for future use on reasonable notice.

32.2 **Portfolio.** The Provider **[Portfolio use: _____]** show accepted Deliverables that the Client has made public in its professional portfolio. The Provider will not show Confidential Information.

32.3 **Honest reviews.** Nothing in this Agreement prevents a person from publishing an honest review, assessment or opinion of the other Party's goods, services or conduct, or imposes a charge or penalty for one. No term transfers rights in a review. This does not allow disclosure of trade secrets or of Personal Information that the law protects.

33. Governing law

33.1 This Agreement and claims arising from it are governed by the laws of the State of **[Governing law state: _____]**, without regard to conflict-of-laws rules that would apply another law, and by applicable federal law.

33.2 The choice in Section 33.1 does not take away a protection, including for a freelance worker, that applies by law and that the Parties cannot waive.

33.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

34. Dispute resolution and venue

34.1 **Negotiation.** A Party that has a dispute will send a written notice describing it and the remedy requested. Representatives with authority to settle will meet in person or remotely within 15 Business Days after the notice and try in good faith to settle.

34.2 **Mediation.** If the dispute is not settled within 30 days after the notice, either Party may ask for mediation with [Mediator or mediation provider: _____]. The Parties will share the mediator's fees equally and will attend at least one session within 45 days after the request, unless they agree otherwise.

34.3 **Final method.** If mediation does not settle the dispute within that time, it will be finally resolved by **[Final dispute method: _____]**. If this field does not clearly state arbitration, the dispute goes to court.

34.4 **If arbitration is chosen.** One neutral arbitrator will decide the dispute under the [Arbitration rules: _____] in [County and state for disputes: _____]. The arbitrator may award any remedy a court could award, subject to this Agreement, and will give a written decision with reasons. A court with jurisdiction may enter judgment on the award. The Federal Arbitration Act applies. Administrative fees are paid as the rules require and the law allows.

34.5 **If court is chosen.** The state courts located in [County and state for disputes: _____] and the federal courts serving that place have exclusive jurisdiction, and each Party consents to personal

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jurisdiction there and gives up an objection to inconvenient forum.

34.6 **Always open.** A Party may at any time seek an urgent injunction in court, bring a claim within a small claims court's limits in that court, or file a complaint with a government agency. No part of this Section requires arbitration of a claim that the law does not allow to be subject to a predispute arbitration agreement. This includes a sexual harassment or sexual assault dispute that the claimant chooses not to arbitrate.

34.7 **Time limits and work.** Limitation periods are paused during negotiation and mediation to the extent the law allows, for up to 90 days from the dispute notice. Each Party will continue to perform undisputed duties, subject to its rights to suspend or terminate.

34.8 **Mandatory venue.** This Section does not take away a forum or remedy that an applicable law does not let a Party waive.

35. Attorneys' fees

35.1 In a lawsuit or arbitration arising from this Agreement, the prevailing Party may recover its reasonable attorneys' fees, expert fees and costs from the other Party, on trial, appeal and collection of the judgment or award.

35.2 The prevailing Party is the one that obtains the greater part of the relief on the main issues. A court or arbitrator may find that neither Party prevailed. The right is the same for both Parties.

35.3 This Section does not limit fees that a statute gives to a worker or another Party.

36. Notices

36.1 **Form.** A notice of breach, termination, indemnity, dispute or change of address must be in writing and delivered by hand, by a nationally recognized overnight courier, by certified mail with return receipt requested, or by email with confirmation under Section 36.3, to the address in Section 1 or a newer notified address.

36.2 **Receipt.** A notice is received on hand delivery; on the courier's recorded delivery or first attempted delivery; or on the date shown on the mail receipt, or on refusal.

36.3 **Email.** An email notice is received on the Business Day it is sent if the recipient confirms receipt, other than by an automatic reply. If no confirmation is received within 2 Business Days, the sender must use another method. Ordinary project messages may be sent by email without this step.

36.4 **Copies.** A copy of a legal notice to the Client will be sent to [Copy of Client notices to: _____], and to the Provider to [Copy of Provider notices to: _____]. A copy alone is not notice.

37. Assignment

37.1 **Consent needed.** Neither Party may assign this Agreement or delegate its duties without the other's prior written consent, which will not be unreasonably withheld or delayed.

37.2 **Exceptions.** A Party may assign this Agreement as a whole, without consent but with prompt notice, to an Affiliate or to a successor in a merger or sale of substantially all of the business to which it relates, if the successor agrees in writing to its terms. The Client may object to a successor Provider that

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is its direct competitor, and may end this Agreement without penalty on 30 days' notice. The Provider may use permitted subcontractors.

37.3 **Effect.** An assignment against this Section is void to the extent the law allows. This Agreement binds and benefits permitted successors and assigns. An assigning Party remains responsible for duties due before assignment.

37.4 **Third parties.** Except for people protected by Section 24, whose rights the relevant Party enforces, this Agreement gives no rights to a third party.

38. Amendment, waiver, severability, entire agreement

38.1 **Entire agreement.** This Agreement, with its Schedules, Statements of Work and Change Orders, is the Parties' entire agreement on its subject and replaces earlier discussions and proposals. A separate signed confidentiality agreement continues for information disclosed before the Effective Date. Nothing excludes liability for fraud.

38.2 **Amendment.** A change to this Agreement is effective only in a writing that refers to it and is signed by both Parties. A Change Order may change only its Statement of Work.

38.3 **Waiver.** A delay in using a right is not a waiver. A waiver must be in writing and signed by the waiving Party, and covers only the stated event.

38.4 **Severability.** If a term is found unenforceable, it is limited to the least extent needed or, if it cannot be limited, removed. The rest remains in force if the main purpose of this Agreement can still be carried out.

38.5 **Remedies.** Except where this Agreement says a remedy is the only one, remedies are cumulative.

38.6 **Interpretation.** Each Party had the chance to take legal advice, and no term is read against a Party only because it drafted the term.

39. Counterparts and electronic signatures

39.1 **Counterparts.** The Parties may sign this Agreement in counterparts, including copies delivered as PDF files. Each is an original and all together are one agreement.

39.2 **Electronic signatures.** Each Party agrees to use electronic signatures and records for this Agreement, Statements of Work and Change Orders. An electronic signature is intended to have the same effect as a handwritten one.

39.3 **Choice.** A Party may ask to sign on paper before signing, and neither Party is obliged by law to use electronic signatures. A Party may withdraw consent for later documents by notice. Documents already signed remain effective.

39.4 **Copies.** Each Party may keep and print an accurate copy of the signed record.

The Parties have signed this Agreement on the dates below, and it takes effect on the Effective Date. By signing, the Provider makes the assignment in Section 20.

CLIENT: [Client's full legal name: _____]
By (signature):

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Printed name: [Client's signer: _____]
Title: [Client signer's title: _____]
Date signed:

PROVIDER: [Provider's full legal name: _____]
By (signature):
Printed name: [Provider's signer: _____]
Title: [Provider signer's title: _____]
Date signed:

SCHEDULE A: STATEMENT OF WORK NO. 1

This Statement of Work is part of the Service Agreement dated [Effective date: _____] between [Client's full legal name: _____] and [Provider's full legal name: _____]. The Parties' mailing addresses and contact information are stated in Section 1.

1. Project: [Project name: _____]

2. Itemized Services: [Itemized Services: _____]

3. Deliverables and formats: [Deliverables and formats: _____]

4. Not included: [Work not included: _____]

5. Location of work: [Place of work: _____]

6. Start date: [Start date: _____]

7. Milestones and due dates: [Milestones and due dates: _____]

8. Completion date: [Completion date: _____]

9. Acceptance Criteria: [Acceptance Criteria: _____]

10. Client Materials and other Client responsibilities: [Client Materials and responsibilities: _____]

11. Client's representative: [Client's representative: _____]

12. Provider's representative and key Personnel: [Provider's representative and key Personnel: _____]

13. Subcontractors approved: [Approved subcontractors: _____]

14. Pre-Existing Materials and Third-Party Materials: [Pre-Existing and Third-Party Materials: _____]

15. Personal Information or regulated data involved: [Personal or regulated data: _____]

16. Value of the Services, rate and method of pay: [Total value, rate and method of pay: _____]; see also Schedule B.

17. Payment date: [Payment date: _____]

18. Assumptions and special terms: [Assumptions and special terms: _____]

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19. Date by which the Provider must submit a list of the Services performed: [Date to submit the list of Services: _____]

Client: [Client's signer: _____], [Client signer's title: _____]
Signature:
Date signed:

Provider: [Provider's signer: _____], [Provider signer's title: _____]
Signature:
Date signed:

SCHEDULE B: FEES AND PAYMENT SCHEDULE

1. Pricing method: [Pricing method: _____]

2. Total Fees or estimate: [Total value, rate and method of pay: _____]

3. Hourly or daily rates: [Hourly or daily rates: _____]

4. Deposit: [Deposit amount: _____], due [Deposit due date: _____]. The deposit is credited as follows: [How the deposit is credited: _____]

5. Payment milestones

Payment 1: [Payment milestone 1: _____]. Amount: [Payment 1 amount: _____]
Payment 2: [Payment milestone 2: _____]. Amount: [Payment 2 amount: _____]
Payment 3: [Payment milestone 3: _____]. Amount: [Payment 3 amount: _____]

Each milestone payment is invoiced when its milestone is reached and is due as Section 10.4 states, unless item 17 of Schedule A states an earlier date.

6. Maximum for time-based work without a Change Order: [Cap for time-based work: _____]

7. Reimbursable expenses and travel limits: [Expenses and travel limits: _____]

8. Sales tax: [Sales tax terms: _____]

9. Rate for transition help and Change Orders: [Rate for transition and changes: _____]

10. Invoices to: [Email address for invoices: _____]

SCHEDULE C: CHANGE ORDER FORM

This Change Order changes the Statement of Work identified below under the Service Agreement dated [Effective date: _____] between [Client's full legal name: _____] and [Provider's full legal name: _____].

1. Change Order number and date: [Change Order number and date: _____]

2. Statement of Work changed: [Statement of Work changed: _____]

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3. Requested by and reason: [Requested by and reason: _____]

4. Services or Deliverables added, changed or removed: [Work added, changed or removed: _____]

5. Change in Fees and expenses: [Change in Fees: _____]

6. New total Fees: [New total Fees: _____]

7. Change in dates, milestones or Acceptance Criteria: [Change in dates: _____]

8. Payment date for the change: [Payment date for the change: _____]

All other terms of the Agreement and the Statement of Work remain the same. This Change Order takes effect when both Parties have signed it.

Client: [Client's full legal name: _____]
By (signature):
Printed name and title:
Date signed:

Provider: [Provider's full legal name: _____]
By (signature):
Printed name and title:
Date signed:

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