

SERVICE AGREEMENT INDEPENDENT CONTRACTOR AGREEMENT

This Services Agreement is made between [CLIENT NAME] ("Client") and [CONTRACTOR NAME] (the "Service Provider").

1. Services

The Service Provider shall perform the following services: [SERVICES].

Services shall be performed in a professional and workmanlike manner by personnel with appropriate skill, experience, and qualifications, and in compliance with applicable federal, state, and local laws.

2. Service Levels

Where an SOW or addendum specifies service levels, response times, uptime, or turn-around, the Service Provider shall use commercially reasonable efforts to meet them. Remedies for failure are as set forth in the SOW.

3. Representations

The Service Provider represents: (i) authority to enter this Agreement; (ii) Services will not infringe third-party rights; (iii) no malicious code; (iv) no conflicting obligation.

4. Client Reliance; Access

Client shall provide timely access, information, decisions, and approvals. Deadlines adjusted reasonably for Client delays.

5. Acceptance

Deliverables deemed accepted when Client confirms or fails to reject in writing with specific non-conformance within **10 business days** after delivery.

6. Fees and Payment

****/hr. Net 30. Late interest 18% APR.

Expenses reimbursable; pre-approval >**\$500.00**.

7. Term / Termination

Through project completion. 30-day convenience termination; 10-day cure for material breach.

8. Independent Contractor

Standard IC. W-9 / 1099-NEC.

9. Intellectual Property

Work Product assigned to Client (work-for-hire + backstop). Pre-Existing IP per Exhibit A.

10. Confidentiality

Standard. 3 years; trade secrets indefinite.

No consequential; cap 1x fees.

Indemnification

Standard mutual.

General Provisions

Governing law [STATE]. Venue: [VENUE CITY]. Fee-shifting.

Assignment, survival, severability, entire agreement, counterparts/e-sign, notices standard.

Signatures

Client

PRINTED NAME

SIGNATURE

DATE

Service Provider

PRINTED NAME

SIGNATURE

DATE

Exhibit A — Pre-Existing IP

| Item | Description | Owner | | | |