

B2B Service Agreement Template

A professional services agreement that protects both sides. Written in plain language that counterparties actually sign.

 LEGAL DISCLAIMER

This template is for informational purposes only and does not constitute legal advice. Consult a licensed attorney before use in a business context.

12

Pages

8

Key provisions

<45min

To customize

Every material provision experienced legal and ops teams include.



Services Description Exhibit

Separate exhibit template that can be updated per-engagement without amending the master agreement. Attach a new exhibit for each new project scope.



Limitation of Liability & Indemnification

Caps on liability exposure and mutual indemnification provisions that protect both parties from third-party claims arising from the other's actions.



Intellectual Property Ownership

Work-made-for-hire provisions, license grants, and IP ownership clauses covering both deliverables and pre-existing materials used in the engagement.



Termination Provisions

Termination for cause and convenience provisions — what triggers each, notice periods, and what happens to work-in-progress and fees at termination.



Governing Law & Dispute Resolution

Choice of law, jurisdiction, and a tiered dispute resolution process (negotiation → mediation → arbitration) that avoids expensive litigation.



Mutual Confidentiality Provisions

Bilateral NDA language baked into the agreement — covering what's confidential, permitted disclosures, and term of the confidentiality obligation.

Every clause explained in plain terms — so you know what you're agreeing to.

WHAT THE CLAUSE SAYS

"Limitation of Liability: In no event shall either party be liable for any indirect, incidental, special, consequential or punitive damages..."

WHAT IT MEANS IN PLAIN ENGLISH

If something goes wrong, neither side can sue the other for lost profits or speculative damages — only the direct cost of fixing the actual problem. This is standard and protects both parties.

WHAT THE CLAUSE SAYS

"Work Made for Hire: All deliverables created by Service Provider under this Agreement shall be considered works made for hire..."

WHAT IT MEANS IN PLAIN ENGLISH

The client owns everything the vendor creates for this project. The vendor can't reuse it or claim copyright. If pre-existing vendor tools are used, they're licensed (not transferred) to the client.

The annotation guide covers **all 8 key provisions** in this format — clause text on the left, plain-English explanation on the right. Use it to understand what you're signing, negotiate with confidence, and explain the agreement to stakeholders who aren't lawyers.



A proper service agreement is the difference between a clean business relationship and an expensive dispute.

Customize the Word doc in under 45 minutes. Attach a services exhibit for each engagement. Keep your legal exposure predictable.

More business agreement templates

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