

B2B Services Agreement

AI Architect client contract template

DRAFT TEMPLATE FOR LEGAL REVIEW. This document is general information, not legal advice. Complete every [square bracket] field and obtain advice from a qualified solicitor before signing or relying on it.

This Agreement is made on [DATE] between (1) HYBRID E-BUSINESS SOLUTIONS LTD trading as AI Architect, company number 13247142, whose registered office is Office 331, 58 Peregrine Road, Hainault, Ilford, Essex, IG6 3SZ (Supplier); and (2) [CLIENT LEGAL NAME], company number [NUMBER], whose registered office is [ADDRESS] (Client).

The Supplier provides technology consultancy, software design and development, AI systems, integrations, automation, training and assurance services. The Client wishes to engage the Supplier under Statements of Work agreed under this Agreement.

1. Definitions and interpretation

Agreement means these terms together with each Statement of Work (SOW). Background IP means intellectual property owned or developed independently of a SOW. Deliverables means the items expressly identified as deliverables in a SOW. Services means the work described in a SOW.

Business Day means a day other than Saturday, Sunday or a public holiday in England. In writing includes email unless a clause expressly requires signed notice.

If this Agreement conflicts with a SOW, this Agreement prevails unless the SOW identifies the clause being varied and states that the variation applies to that SOW.

2. Statements of Work

No Services are committed until both parties approve a SOW. Each SOW should state the scope, assumptions, dependencies, Deliverables, acceptance criteria, timetable, fees and each party's responsibilities.

A request or estimate is not binding unless incorporated into an approved SOW. Changes must follow clause 6.

3. Supplier obligations

The Supplier will perform the Services with reasonable care and skill, use suitably experienced personnel, communicate material delivery risks and comply with applicable law when performing the Services.

Dates are estimates unless a SOW expressly makes a date binding. The Supplier will not be responsible for delay caused by missing Client decisions, access, content, data, approvals or dependencies.

4. Client obligations

The Client will provide timely access to suitable people, systems, information, environments and decisions; ensure information and instructions are accurate and lawful; maintain appropriate backups; and appoint an authorised project owner.

The Client is responsible for its business decisions, production operation, user management, legal compliance and use of Deliverables unless a SOW expressly allocates a responsibility to the Supplier.

5. Governance and cooperation

The parties will use the governance, reporting and decision process in the SOW. Each party will promptly notify the other of a matter likely to affect scope, cost, timing, security or legality.

6. Change control

Either party may request a change. The Supplier may assess its effect on scope, architecture, fees, assumptions and timetable. No change takes effect until recorded in writing and approved by authorised representatives.

The Supplier may pause affected work while a material change is assessed. Urgent security or legal changes may be implemented where reasonably necessary, with the effect explained to the Client.

7. Fees, expenses and payment

The Client will pay the fees in each SOW plus VAT where applicable. Unless stated otherwise, invoices are due within [14] days.

Reasonable pre-approved third-party costs and expenses are payable by the Client. Overdue undisputed amounts may carry interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

The Client must raise a genuine invoice dispute promptly and pay the undisputed balance. The Supplier may suspend work on reasonable written notice while a material overdue amount remains unpaid.

8. Acceptance

Where a SOW includes acceptance criteria, the Client will test promptly and either accept the Deliverable or provide a written list of material failures against those criteria within [10] Business Days.

The Supplier will use reasonable efforts to correct verified failures and resubmit. A Deliverable is accepted when confirmed in writing, used in production, or not rejected with sufficient detail within the acceptance period.

9. Intellectual property

Each party retains its Background IP. The Client grants the Supplier a limited licence to use Client materials solely to perform the Services.

Subject to full payment, the Supplier assigns to the Client intellectual property created specifically as a final Deliverable under the relevant SOW, excluding Supplier Background IP, generic know-how, methods, templates, reusable components, development tools and third-party materials.

The Supplier grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to Supplier Background IP embedded in a paid Deliverable, only as needed to use and maintain that Deliverable.

Third-party software, open-source components, AI models and platforms remain subject to their own licence and service terms. The Supplier will identify material dependencies it selects where reasonably practical.

10. AI-assisted services

The Supplier may use AI-assisted tools where appropriate, subject to agreed security and data restrictions. Project-specific approved providers, prohibited data, human review and evaluation requirements should be stated in the SOW.

Generative AI output may be incomplete or inaccurate. The Supplier will apply the review standard described in the SOW, but the Client remains responsible for final high-impact, regulated or professional decisions unless expressly agreed otherwise.

Neither party will submit the other's confidential information to a model for training or provider use beyond service delivery unless expressly authorised.

11. Confidentiality

Each party will protect the other's confidential information using at least reasonable care, use it only for this Agreement and disclose it only to personnel and advisers who need it and are bound by confidentiality obligations.

Confidential information excludes information lawfully public, already known without restriction, independently developed, or lawfully received from another source. Required legal disclosure is permitted where notice is given when lawful.

These obligations continue for five years after termination, and indefinitely for trade secrets and personal data while they remain protected by law.

12. Data protection

Each party will comply with applicable data protection law. Where the Supplier processes personal data on the Client's behalf, the parties will enter into the Data Processing Agreement attached or referenced by the SOW.

Unless agreed otherwise, each party acts as an independent controller for business contact details used to manage the commercial relationship.

13. Security

Each party will maintain security measures appropriate to its responsibilities and the risks. The Supplier's project-specific measures and any security assumptions will be recorded in the SOW or Data Processing Agreement.

The Client will not conduct intrusive testing against Supplier or third-party environments without prior written agreement.

14. Warranties

Each party warrants that it has authority to enter into this Agreement. The Supplier warrants that Services will be performed with reasonable care and skill.

Except as expressly stated and to the extent permitted by law, no other warranty applies. The Supplier does not warrant that software will be entirely error-free, uninterrupted or suitable for a purpose not recorded in the SOW.

15. Liability

Nothing limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory title obligations, or liability that cannot lawfully be limited.

Subject to the previous paragraph, neither party is liable for indirect or consequential loss, or loss of profit, revenue, anticipated savings, goodwill or business opportunity.

Subject to the first paragraph, each party's aggregate liability arising from a SOW will not exceed [100%] of fees paid or payable under that SOW in the 12 months preceding the event giving rise to the claim. The parties should obtain legal advice on this cap and any separate cap for data protection, confidentiality or intellectual property claims.

16. Term and termination

This Agreement starts on the date above and continues until terminated on [30] days' written notice, provided that an active SOW continues unless terminated under its terms.

Either party may terminate immediately if the other commits a material breach not remedied within 14 days after written notice, becomes insolvent, or continuing would be unlawful.

On termination, the Client will pay for Services performed and committed non-cancellable costs. Each party will return or delete confidential material as required, subject to legal retention and backup cycles.

17. Handover and transition

The Supplier will provide the handover items stated in the SOW. Additional transition assistance is chargeable at agreed rates. Access transfer depends on payment of due invoices and third-party platform rules.

18. Publicity

Neither party may use the other's name, logo or confidential project details in publicity without prior written approval. Any approved case study must respect agreed confidentiality and security restrictions.

19. General

Neither party is liable for delay caused by events beyond its reasonable control. Neither party may assign this Agreement without consent, not to be unreasonably withheld, except as part of a genuine corporate reorganisation or sale.

The Supplier may use subcontractors while remaining responsible for their work. This Agreement is the entire agreement about its subject and may be varied only in writing. If a provision is unenforceable, the remainder continues.

A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement.

20. Notices and governing law

Formal notices must be sent to the registered office and email address stated in the relevant SOW, with delivery confirmed. This Agreement and non-contractual obligations arising from it are governed by English law. The courts of England and Wales have exclusive jurisdiction.

Signatures

Signed for the Supplier: _____ Name: [NAME] Title: [TITLE] Date: [DATE]

Signed for the Client: _____ Name: [NAME] Title: [TITLE] Date: [DATE]