Nixonic Web Hosting - Professional Services Agreement

Last Updated: 26.12.2023

This Professional Services Agreement ("PSA") is entered into by and between Nixonic and [Client Name] ("Client") for the provision of professional services. By engaging in professional services with Nixonic Web Hosting, the Client agrees to comply with the terms and conditions outlined in this Agreement.

1. Scope of Services

Nixonic Web Hosting agrees to provide the Client with the professional services described in the attached Statement of Work ("SOW") or any mutually agreed-upon documentation. The SOW will outline the specific services, deliverables, timelines, and any other relevant details.

2. Responsibilities of the Parties

a. Service Provider Responsibilities: Nixonic Web Hosting will use commercially reasonable efforts to perform the professional services outlined in the SOW. The Service Provider retains the right to assign and/or subcontract the performance of services to qualified personnel.

b. Client Responsibilities: The Client agrees to provide timely access to information, resources, and personnel necessary for the completion of the professional services. The Client is responsible for obtaining any third-party approvals, licenses, or consents necessary for the provision of services.

3. Fees and Payment Terms

The Client agrees to pay the fees outlined in the SOW or as otherwise agreed upon. Payment terms, including invoicing details and due dates, will be specified in the SOW. Failure to make timely payments may result in the suspension of services until payment is received.

4. Term and Termination

The term of this Agreement will commence on the effective date and continue until the completion of the professional services or until terminated by either party. Either party may terminate this Agreement in the event of a material breach by the other party, with written notice and an opportunity to cure.

5. Confidentiality

Both parties agree to keep confidential all non-public information received from the other party during the term of this Agreement. This includes but is not limited to proprietary information, trade secrets, and any other information marked as confidential.

6. Intellectual Property

Any intellectual property developed or created as a result of the professional services will be owned by the party who creates it, unless otherwise specified in the SOW. The Client will receive a non-exclusive license to use any deliverables provided by Nixonic Web Hosting for the purpose outlined in the SOW.

7. Limitation of Liability

In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damages arising out of or related to this Agreement. The total liability of either party for any claim under this Agreement shall not exceed the total fees paid by the Client to Nixonic Web Hosting.

8. Governing Law

This Agreement is governed by and construed in accordance with the laws of Georgia. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts in Georgia.

By entering into this Agreement, both parties acknowledge that they have read, understood, and agreed to the terms and conditions set forth herein.

If you have any questions or concerns about this Agreement, please contact our support team at Hello@nixonic.com.