

# Limited Liability Agreement for Service Providers

This Limited Liability Agreement ("Agreement") is made and entered into as of [Date] by and between:

**Service Provider:** [Service Provider Name], with principal place of business at [Address].

**Client:** [Client Name], with principal place of business at [Address].

## 1. Purpose

This Agreement sets forth the terms and conditions under which the Service Provider shall deliver [Type of Services] to the Client, and the limitations of liability related to the provision of such services.

## 2. Scope of Services

The Service Provider agrees to perform the following services for the Client:

[Detailed Description of Services to be Provided]

## 3. Limitation of Liability

To the maximum extent permitted by applicable law, the Service Provider's liability for any and all claims, losses, damages, or expenses arising out of or in connection with this Agreement shall be limited as follows:

- The Service Provider shall not be liable for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to loss of profits, revenue, data, or use.
- The total aggregate liability of the Service Provider for any and all claims under this Agreement shall not exceed the total amount paid by the Client for the services rendered in the twelve (12) months preceding the event giving rise to liability.
- The Client's exclusive remedy for any breach of this Agreement by the Service Provider shall be limited to correction of any errors or deficiencies in the services, or refund of the applicable portion of the fees paid.

## 4. Exclusions

This limitation of liability does not apply to damages or losses resulting from:

- Intentional misconduct or gross negligence of the Service Provider;
- Any liability that cannot be limited or excluded by law.

## 5. Indemnification

The Client agrees to indemnify and hold the Service Provider harmless from any claims, losses, or damages (including reasonable legal fees) arising from the Client's misuse of the services or breach of this Agreement.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the services and supersedes all prior agreements. Any amendments to this Agreement must be in writing and signed by both parties.

### SERVICE PROVIDER SIGNATURE

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Date: \_\_\_\_\_

### CLIENT SIGNATURE

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Date: \_\_\_\_\_

### Important Notes:

- This document should be reviewed by a legal professional to ensure compliance with local law.
- Limiting liability does not protect against liability for intentional misconduct or gross negligence.
- Both parties should retain a signed copy for their records.
- This agreement is not a substitute for insurance; appropriate business liability insurance is recommended.