

# Inbound Services Agreement

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This **Inbound Services Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the parties below:

**Service Provider**

**Client**

Client and Service Provider may each be referred to individually as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, Client desires to engage Service Provider to perform inbound customer-facing and administrative services on its behalf;

**WHEREAS**, Service Provider represents that it possesses the personnel, experience, systems, and capabilities necessary to provide such services; and

**WHEREAS**, the Parties wish to establish the terms and conditions governing the provision of such services.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

## 1. Services

Service Provider shall provide inbound services to Client as described in this Agreement and any mutually approved service specifications, work instructions, or operational requirements communicated by Client.

The services may include, as applicable:

- Receiving inbound telephone calls, emails, messages, chat communications, inquiries, requests, orders, appointments, or support tickets;
- Responding to customer inquiries in accordance with Client's instructions and policies;
- Recording and documenting customer interactions;
- Routing inquiries or issues to designated Client personnel;
- Processing customer requests and transactions authorized by Client;
- Collecting information from customers and prospective customers;
- Scheduling appointments, consultations, or service requests;
- Lead intake and qualification activities; and
- Other inbound support services agreed upon by the Parties.

Service Provider shall perform the services in a professional, timely, and commercially reasonable manner.

## **2. Service Standards**

Service Provider shall use qualified personnel and maintain appropriate procedures to ensure consistent service quality. Service Provider shall:

- Follow Client's documented instructions, policies, and procedures;
- Maintain courteous and professional communications with customers;
- Use reasonable efforts to meet applicable response-time and performance requirements established by Client;
- Promptly notify Client of significant customer complaints, service disruptions, or operational issues; and
- Cooperate with Client in resolving customer concerns.

Client may periodically provide updated procedures, scripts, training materials, or service requirements.

Service Provider shall implement such updates within a reasonable period.

## **3. Client Responsibilities**

Client shall:

- Provide accurate information necessary for Service Provider to perform the services;
- Supply applicable policies, procedures, product information, and operational instructions;
- Designate authorized representatives for communications and approvals;

- Provide access to systems, platforms, software, or resources required for service delivery, where applicable; and
- Respond to Service Provider's reasonable requests for information and guidance.

Client acknowledges that Service Provider's performance may be affected by delays or failures resulting from Client's failure to fulfill its responsibilities.

#### 4. Personnel

Service Provider shall determine the manner and means by which the services are performed and shall retain responsibility for supervising its personnel.

All personnel engaged by Service Provider shall remain employees, contractors, or representatives of Service Provider and shall not be considered employees of Client.

Service Provider shall be responsible for compensation, benefits, payroll obligations, and other employment-related matters concerning its personnel.

#### 5. Term

This Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_, unless earlier terminated in accordance with the Termination clause.

If the Parties continue performing under this Agreement after the expiration date without executing a replacement agreement, this Agreement shall continue on a month-to-month basis until terminated by either Party.

#### 6. Fees and Payment

In consideration for the services, Client shall pay Service Provider the fees set forth below:

Service Description	Biling Method	Rate/fee

Service Provider shall submit invoices to Client on a \_\_\_\_\_ basis.

Client shall pay undisputed invoices within \_\_\_\_\_ days after receipt.

If Client disputes any portion of an invoice, Client shall notify Service Provider in writing within \_\_\_\_\_ days of receipt, specifying the basis for the dispute. The undisputed portion shall remain payable according to the payment terms.

## 7. Expenses

Unless otherwise agreed in writing, each Party shall bear its own costs and expenses incurred in connection with this Agreement.

Client shall reimburse Service Provider for pre-approved expenses reasonably incurred in the performance of the services, provided adequate supporting documentation is supplied.

## 8. Confidentiality

Each Party may receive confidential or proprietary information from the other Party in connection with this Agreement.

The receiving Party shall:

- Protect confidential information using reasonable safeguards;
- Use confidential information solely for purposes of performing or receiving services under this Agreement; and
- Not disclose confidential information to third parties except as authorized by the disclosing Party or required by law.

Confidential information shall not include information that:

- Is publicly available through no fault of the receiving Party;
- Was lawfully known by the receiving Party before disclosure;
- Is independently developed without use of the disclosed information; or
- Is lawfully obtained from a third party without confidentiality restrictions.

The obligations contained in this clause shall survive termination of this Agreement for a period of \_\_\_\_\_ years.

## **9. Data Protection and Security**

Service Provider shall implement reasonable administrative, technical, and organizational measures designed to protect information received from Client against unauthorized access, disclosure, alteration, or destruction.

Each Party shall comply with applicable privacy and data protection requirements relevant to its activities under this Agreement.

Service Provider shall promptly notify Client upon becoming aware of any unauthorized access to Client information that could materially affect Client's interests.

## **10. Intellectual Property**

All materials, information, data, scripts, procedures, documentation, trademarks, customer records, and other content provided by Client shall remain the exclusive property of Client.

Any work product specifically created by Service Provider for Client in connection with the services shall become the property of Client upon full payment of applicable fees, except for Service Provider's pre-existing materials, methodologies, tools, software, templates, and intellectual property.

Service Provider retains ownership of its pre-existing intellectual property and grants Client a non-exclusive right to use any such materials incorporated into deliverables solely as necessary to benefit from the services.

## **11. Compliance with Laws**

Each Party shall comply with all laws, regulations, and governmental requirements applicable to its obligations under this Agreement.

Neither Party shall require the other Party to engage in any unlawful activity.

## 12. Representations and Warranties

Each Party represents and warrants that:

- It has the authority to enter into and perform this Agreement;
- Its execution and performance of this Agreement will not violate any other agreement binding upon it; and
- This Agreement constitutes a valid and binding obligation of that Party.

Service Provider further represents that it shall perform the services using reasonable care, skill, and diligence consistent with industry standards.

Except as expressly stated in this Agreement, no other warranties are provided, whether express or implied.

## 13. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party shall be liable to the other Party for indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to this Agreement.

Except for liability arising from fraud, willful misconduct, breach of confidentiality obligations, infringement of intellectual property rights, or obligations that cannot legally be limited, each Party's aggregate liability under this Agreement shall not exceed the total fees paid or payable under this Agreement during the twelve-month period preceding the event giving rise to the claim.

## 14. Indemnification

Each Party shall indemnify and hold harmless the other Party and its officers, directors, employees, and representatives from third-party claims, losses, damages, liabilities, costs, and reasonable expenses arising from:

- The indemnifying Party's breach of this Agreement;
- The indemnifying Party's negligence or willful misconduct; or
- The indemnifying Party's violation of applicable law.

The indemnified Party shall promptly notify the indemnifying Party of any claim and reasonably cooperate in its defense.

## 15. Independent Contractors

The Parties are independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency relationship, fiduciary relationship, or employment relationship between the Parties. Neither Party shall have authority to bind the other Party except as expressly authorized in writing.

## 16. Termination

Either Party may terminate this Agreement without cause by providing \_\_\_\_\_ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches this Agreement and fails to cure the breach within \_\_\_\_\_ days after receiving notice of the breach;
- Becomes insolvent, ceases business operations, or becomes subject to bankruptcy or similar proceedings; or
- Engages in unlawful conduct that materially affects the services or the terminating Party's interests.

Upon termination:

- Service Provider shall cease performing services unless otherwise directed by Client;
- Client shall pay Service Provider for services properly performed through the termination date;
- Each Party shall return or destroy confidential information belonging to the other Party, subject to legal retention requirements; and
- Any provisions intended to survive termination shall remain in effect.

## 17. Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from events beyond its reasonable control, including natural disasters, governmental actions, labor disputes, utility failures, telecommunications disruptions, cyber incidents affecting critical infrastructure, epidemics, or similar events.

The affected Party shall promptly notify the other Party and use reasonable efforts to resume performance as soon as practicable.

## 18. Notices

All notices under this Agreement shall be in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail to the addresses designated by the Parties.

Notice shall be deemed received on the date of delivery confirmation or, for electronic mail, upon confirmation of transmission unless a delivery failure notice is received.

## 19. Assignment

Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, except to a successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

## 20. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, without regard to conflict-of-law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiations between authorized representatives.

If a dispute cannot be resolved through negotiation, the Parties agree to submit the matter to mediation before pursuing litigation or other legal proceedings, unless urgent equitable relief is required.

## 21. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements relating to that subject matter.

## 22. Amendments

Any amendment or modification of this Agreement must be made in writing and signed by both Parties.

## 23. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 24. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one instrument.

Electronic signatures shall have the same force and effect as handwritten signatures to the extent permitted by applicable law.

### Signatures

IN WITNESS WHEREOF, the Parties have executed this Inbound Services Agreement as of the Effective Date.

**Service Provider**

**Name**

**Date**

**Signature**

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_

\_\_\_\_\_



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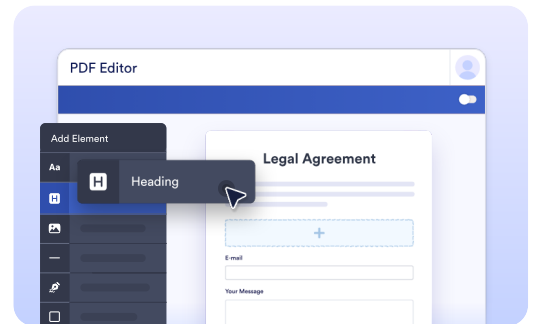
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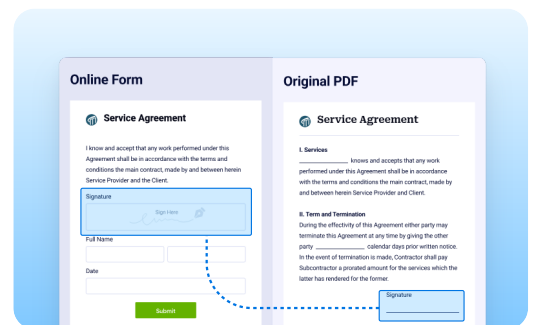
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