

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is entered into on the _____ day of _____, 20_____, by and between:

Service Provider:

Legal Name: _____

Type of Entity: Sole Proprietorship Partnership LLC Corporation

Other: _____

Principal Place of Business: _____

Email: _____

Phone: _____

(hereinafter referred to as "Service Provider")

AND

Client:

Legal Name: _____

Type of Entity: Sole Proprietorship Partnership LLC Corporation

Other: _____

Principal Place of Business: _____

Email: _____

Phone: _____

(hereinafter referred to as "Client")

(Service Provider and Client are hereinafter collectively referred to as the "Parties" and individually as a

"Party").

RECITALS

WHEREAS, Service Provider is engaged in the business of providing _____ services;
and

WHEREAS, Client desires to engage Service Provider to provide certain services, and Service Provider desires to provide such services to Client, subject to the terms and conditions set forth in this Agreement;
and

WHEREAS, the Parties intend for this Agreement to establish the general terms and conditions that will govern all future engagements for services between them, with specific details of each engagement to be set forth in separate Statements of Work ("SOWs") or project agreements.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. "**Agreement**" means this Master Service Agreement, including all recitals, exhibits, schedules, and any future amendments hereto.
- b. "**Client Data**" means any data, information, or materials provided by Client to Service Provider for the purpose of performing the Services.
- c. "**Confidential Information**" means any non-public information, whether commercial, financial, technical, or otherwise, disclosed by one Party to the other, directly or indirectly, in writing, orally, or by inspection of tangible objects, including, without limitation, trade secrets, know-how, business plans, product information, customer lists, and intellectual property.
- d. "**Deliverables**" means all work product, materials, software, reports, analyses, and other items that Service Provider is required to deliver to Client as part of the Services under an SOW.
- e. "**Effective Date**" means the date first written above.
- f. "**Intellectual Property Rights**" means all forms of intellectual property rights and protections, including, without limitation, patents, copyrights, trademarks, service marks, trade secrets, and other proprietary rights.
- g. "**Services**" means the specific tasks, duties, and obligations to be performed by Service Provider for

Client, as described in one or more SOWs executed under this Agreement.

h. "**Statement of Work**" or "**SOW**" means a separate document, executed by both Parties, that describes the specific Services to be performed, Deliverables, timelines, fees, and other terms specific to a particular project or engagement, and which shall be governed by the terms of this Agreement.

II. SCOPE OF SERVICES

a. **General Scope:** Service Provider shall provide services to Client as mutually agreed upon and detailed in individual SOWs. Each SOW shall be incorporated by reference into this Agreement and shall be subject to the terms and conditions of this Agreement. In the event of any conflict between the terms of an SOW and this Agreement, the terms of this Agreement shall prevail, unless the SOW explicitly states an intent to supersede a specific provision of this Agreement.

b. **Statements of Work:** Each SOW shall include, at a minimum:

- i. A detailed description of the Services to be performed.
- ii. The Deliverables to be provided.
- iii. The timeline or schedule for performance and delivery.
- iv. The fees and payment terms specific to that SOW.
- v. Any specific responsibilities of Client.
- vi. Any other terms and conditions specific to that engagement.

c. **Client Cooperation:** Client agrees to provide timely access to necessary information, personnel, and resources as reasonably required by Service Provider for the performance of the Services. Service Provider shall not be liable for any delays or failures in performance caused by Client's failure to provide such cooperation.

III. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial term of _____ (_____) year(s), unless earlier terminated in accordance with the provisions herein. Thereafter, this Agreement shall automatically renew for successive terms of _____ (_____) year(s) each, unless either Party provides written notice of non-renewal to the other Party at least _____ (_____) days prior to the end of the then-current term.

b. **Termination for Convenience:** Either Party may terminate this Agreement for convenience upon providing at least _____ (_____) days' prior written notice to the other Party. In such an event, Client shall pay Service Provider for all Services performed and Deliverables provided up to the effective date of termination, on a pro-rata basis, and for any non-cancelable expenses incurred by Service Provider in anticipation of future Services under active

SOWs.

c. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party:

i. Breaches any material provision of this Agreement or any SOW and fails to cure such breach within _____ (_____) days after receiving written notice thereof.

ii. Becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

iii. Engages in any illegal or unethical conduct that materially harms the reputation or business interests of the other Party.

d. **Effect of Termination:** Upon termination of this Agreement for any reason:

i. All outstanding SOWs shall terminate, unless otherwise specified in the SOW or agreed upon in writing by the Parties.

ii. Client shall pay Service Provider for all Services performed and Deliverables provided up to the effective date of termination, as well as any outstanding expenses.

iii. Each Party shall return to the other Party all Confidential Information and property belonging to the other Party.

iv. Sections V (Confidentiality), VI (Intellectual Property), VII (Indemnification), VIII (Limitation of Liability), XII (Governing Law and Jurisdiction), XIII (Dispute Resolution), and all other provisions that by their nature are intended to survive termination, shall survive the termination of this Agreement.

IV. COMPENSATION AND PAYMENT

a. **Fees:** Client shall pay Service Provider the fees for the Services as specified in each SOW. Unless otherwise stated in an SOW, all fees are exclusive of applicable taxes, duties, and other governmental charges, which shall be the sole responsibility of Client.

b. **Expenses:** Client shall reimburse Service Provider for all reasonable and pre-approved out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services, provided such expenses are documented and submitted in accordance with Client's expense policies, if any, or as agreed upon in an SOW.

c. **Invoicing and Payment Terms:** Service Provider shall invoice Client in accordance with the payment schedule set forth in each SOW. Unless otherwise specified in an SOW, invoices are due and payable within _____ (_____) days from the date of the invoice.

d. **Late Payments:** Any amounts not paid when due shall accrue interest at the rate of _____ percent (_____ %) per month or the maximum rate permitted by law, whichever is less, from the due date until paid in full. Client shall also be responsible for all reasonable costs of collection, including attorney's fees.

e. **Disputed Invoices:** If Client disputes any portion of an invoice, Client must notify Service Provider in

writing within _____ (_____) days of receipt of the invoice, providing a detailed explanation of the dispute. Client shall pay the undisputed portion of the invoice in accordance with the payment terms. The Parties shall work in good faith to resolve any disputed amounts promptly.

V. CONFIDENTIALITY

- a. **Obligation of Confidentiality:** During the term of this Agreement and for a period of _____ (_____) years thereafter, each Party (the "Receiving Party") shall maintain in strict confidence all Confidential Information disclosed by the other Party (the "Disclosing Party"). The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement.
- b. **Permitted Disclosure:** The Receiving Party may disclose Confidential Information only to its employees, agents, and subcontractors who have a need to know such information for the purpose of performing the Services and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- c. **Exclusions:** Confidential Information shall not include information that:
- i. Is or becomes publicly available through no fault of the Receiving Party.
 - ii. Was rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party.
 - iii. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
 - iv. Is rightfully obtained by the Receiving Party from a third party without restriction on disclosure.
- d. **Compelled Disclosure:** If the Receiving Party is compelled by law or court order to disclose Confidential Information, it shall provide prompt prior written notice to the Disclosing Party (unless prohibited by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy.

VI. INTELLECTUAL PROPERTY

- a. **Client Ownership:** Unless otherwise expressly agreed in an SOW, all Deliverables created by Service Provider specifically for Client under an SOW, and all Intellectual Property Rights therein, shall be the sole and exclusive property of Client upon full payment for such Deliverables. Service Provider hereby assigns, and agrees to assign, to Client all right, title, and interest in and to such Deliverables and the Intellectual Property Rights embodied therein.
- b. **Service Provider Tools and Pre-existing IP:** Notwithstanding Section VI(a), Service Provider shall retain all right, title, and interest in and to any of its pre-existing Intellectual Property Rights, tools, methodologies, software, or other materials that are used to perform the Services or are incorporated into the Deliverables ("Service Provider IP"). Service Provider grants Client a non-exclusive, worldwide,

royalty-free, perpetual, irrevocable license to use, reproduce, modify, and display Service Provider IP solely as necessary for Client's internal business purposes in connection with the Deliverables.

c. **Client Data:** Client shall retain all right, title, and interest in and to Client Data. Service Provider shall use Client Data solely for the purpose of performing the Services and shall not disclose Client Data to any third party without Client's prior written consent, except as required by law.

VII. INDEMNIFICATION

a. **Service Provider Indemnity:** Service Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

i. Any breach by Service Provider of its representations, warranties, or obligations under this Agreement.

ii. Any claim that the Services or Deliverables (excluding Client Data or Service Provider IP licensed to Client) infringe or misappropriate the Intellectual Property Rights of a third party.

iii. Any gross negligence or willful misconduct of Service Provider or its personnel in the performance of the Services.

b. **Client Indemnity:** Client shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

i. Any breach by Client of its representations, warranties, or obligations under this Agreement.

ii. Any claim that Client Data infringes or misappropriates the Intellectual Property Rights of a third party.

iii. Any gross negligence or willful misconduct of Client or its personnel.

c. **Indemnification Procedure:** The indemnified Party shall provide prompt written notice of any claim for which indemnification is sought. The indemnifying Party shall have the right to control the defense and settlement of such claim, provided that the indemnified Party may participate in the defense at its own expense. The indemnifying Party shall not settle any claim that imposes any obligation or liability on the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld.

VIII. LIMITATION OF LIABILITY

EXCEPT FOR OBLIGATIONS UNDER SECTION V (CONFIDENTIALITY) AND SECTION VII (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY), EVEN IF SUCH PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR OBLIGATIONS UNDER SECTION V (CONFIDENTIALITY) AND SECTION VII (INDEMNIFICATION), THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IX. REPRESENTATIONS AND WARRANTIES

a. **Mutual Warranties:** Each Party represents and warrants that:

- i. It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation.
- ii. It has the full power and authority to enter into and perform its obligations under this Agreement.
- iii. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or violate any other agreement to which it is a party or any applicable law.

b. **Service Provider Warranties:** Service Provider represents and warrants that:

- i. It will perform the Services in a professional and workmanlike manner, in accordance with generally accepted industry standards.
- ii. The Services will be performed by qualified personnel.
- iii. The Deliverables will conform to the specifications set forth in the applicable SOW.
- iv. It has all necessary rights and licenses to provide the Services and Deliverables as contemplated by this Agreement.

c. **Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

X. INDEPENDENT CONTRACTOR STATUS

The Parties acknowledge and agree that Service Provider is an independent contractor and not an employee, agent, partner, or joint venture of Client. Service Provider shall have sole control over the manner and means of performing the Services. Service Provider is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including, but not limited to,

workers' compensation insurance, unemployment insurance, and social security. Service Provider shall not be entitled to any employee benefits from Client.

XI. INSURANCE

Service Provider shall maintain, at its own expense, during the term of this Agreement, the following insurance coverages:

- a. Commercial General Liability insurance with limits of not less than \$ _____ per occurrence and \$ _____ in the aggregate.
- b. Professional Liability (Errors & Omissions) insurance with limits of not less than \$ _____ per claim and \$ _____ in the aggregate.
- c. Workers' Compensation insurance as required by applicable law.

Service Provider shall provide Client with certificates of insurance upon request.

XII. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) if such failure or delay is caused by circumstances beyond its reasonable control, including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. The Party affected by such event shall promptly notify the other Party and shall use commercially reasonable efforts to resume performance as soon as practicable.

XIII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, State of _____, and the Parties hereby consent to the personal jurisdiction of such courts.

XIV. DISPUTE RESOLUTION

- a. **Negotiation:** The Parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, through good faith negotiation between senior management of both Parties.
- b. **Mediation:** If the dispute cannot be resolved through negotiation within

_____ (_____) days, the Parties agree to attempt to resolve the dispute through non-binding mediation administered by _____ (e.g., American Arbitration Association) under its then-current mediation rules. The costs of mediation shall be shared equally by the Parties.

c. **Arbitration:** If the dispute is not resolved through mediation within _____ (_____) days after the commencement of mediation, the dispute shall be finally settled by binding arbitration administered by _____ (e.g., American Arbitration Association) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in _____ County, State of _____. The award rendered by the arbitrator(s) shall be final and binding upon the Parties, and judgment may be entered thereon in any court having jurisdiction thereof.

XV. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) when sent by confirmed facsimile or email (with confirmation of receipt); (c) one (1) business day after being sent by a nationally recognized overnight courier service; or (d) three (3) business days after being sent by certified or registered mail, return receipt requested, postage prepaid, to the addresses set forth in the preamble of this Agreement, or to such other address as either Party may designate by written notice to the other Party.

XVI. ASSIGNMENT

Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or transfer in violation of this Section shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees in writing to be bound by the terms of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement, together with any executed SOWs, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

XVIII. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remainder of this Agreement shall remain in full force and effect.

XIX. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time. No waiver shall be effective unless in writing and signed by the Party granting the waiver.

XX. HEADINGS

The headings and titles in this Agreement are for convenience of reference only and shall not be used to interpret or construe the provisions of this Agreement.

XXI. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures for all purposes.

XXII. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by duly authorized representatives of both Parties.

XXIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

XXIV. CONSTRUCTION

The Parties acknowledge that they have had the opportunity to review and revise this Agreement and that no rule of construction shall be applied against the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Master Service Agreement as of the Effective Date first written above.

SERVICE PROVIDER:

Signature: _____

Print Name: _____

Title: _____

Date: _____ day of _____, 20 _____

Address: _____

CLIENT:

Signature: _____

Print Name: _____

Title: _____

Date: _____ day of _____, 20 _____

Address: _____

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____