

MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is made on [date] (the "Effective Date") between:

Client: [Client's full legal name], a [state and type of entity, or "an individual"], of [address] ("Client"), and

Service Provider: [Provider's full legal name], a [state and type of entity, or "an individual"], of [address] ("Provider").

1. How This Agreement Works

This MSA sets the terms for services Provider performs for Client. Each specific project will be described in a statement of work ("SOW") substantially in the form of Schedule A. An SOW becomes part of this MSA when both parties sign it. Neither party must sign any SOW, and Client is not committing to any minimum amount of work unless an SOW says so.

2. Order of Precedence

If this MSA and an SOW conflict, this MSA controls, unless the SOW expressly names the section of this MSA it changes and says the change applies to that SOW only.

3. Services and Standards

Provider will perform the services in each SOW in a professional and workmanlike manner, with appropriately skilled personnel, and in line with applicable law. Client will provide the information, access, approvals and other items listed in the SOW as client responsibilities, on time. Provider is not responsible for delays caused by Client missing those responsibilities.

4. Changes

Either party may request a change to an SOW's scope, schedule or price. A change takes effect only when both parties sign a written change order or amended SOW.

5. Fees, Expenses and Payment

Fees are set in each SOW. Unless an SOW says otherwise:

- Provider will invoice ☐ monthly ☐ at each milestone ☐ [other].
- Client will pay undisputed amounts within [number] days of the invoice date.
- Client will reimburse reasonable expenses that Client approved in advance in writing, at cost, with receipts.

- If Client disputes an invoice in good faith, it will tell Provider in writing within [number] days, with reasons, and pay the undisputed part on time.
- Overdue undisputed amounts accrue interest at [rate]% per month or the highest rate allowed by law, whichever is lower. If an amount is more than [number] days overdue, Provider may pause work on written notice until it is paid.

Each party is responsible for its own taxes on income. Client is responsible for any sales or use taxes on the services, if applicable.

6. Acceptance

Client will review each deliverable within [number] business days of delivery and either accept it or give written notice describing how it fails to meet the SOW. Provider will correct the problems and redeliver, and the same review process will apply. If Client does not respond within the review period, or uses the deliverable in its business, the deliverable is accepted.

7. Intellectual Property

Deliverables. When Client has paid in full for a deliverable, Provider assigns to Client all of Provider's rights in that deliverable, except Provider Materials.

Provider Materials. Provider keeps ownership of tools, code, templates, methods and know-how it owned before the SOW or developed independently of Client ("Provider Materials"). To the extent Provider Materials are built into a deliverable, Provider grants Client a non-exclusive, perpetual, royalty-free license to use them as part of that deliverable.

8. Confidentiality

Each party will keep the other's non-public business, technical and financial information confidential, use it only to perform this MSA, and share it only with people who need it for that purpose and are bound by similar duties. This does not apply to information that is public through no fault of the receiving party, was already known to it, is independently developed, or is received lawfully from someone else. A party may disclose information when the law requires, after giving the other party notice if allowed. These duties last for [number] years after this MSA ends, and for trade secrets as long as they remain trade secrets.

If Provider will handle personal information for Client, the parties will sign any additional data protection terms the law requires before that work starts.

9. Warranties

Each party states it has the authority to enter this MSA. Provider states that, to its knowledge, the deliverables will not infringe anyone else's intellectual property rights. For [number] days after acceptance, Provider will fix, at no charge, any deliverable that does not materially conform to its SOW. Apart from what this MSA says, neither party makes any other warranty.

10. Indemnity

Provider will defend Client against third-party claims that a deliverable (other than Client-supplied materials) infringes intellectual property rights, and pay resulting damages and costs finally awarded or agreed in settlement. Client will do the same for claims about materials Client supplies. The party seeking protection must give prompt notice, reasonable cooperation, and control of the defense to the other party.

11. Limitation of Liability

Neither party is liable for indirect, consequential or lost-profit damages. Each party's total liability under this MSA is limited to the fees paid or payable under the relevant SOW in the [number] months before the claim. These limits do not apply to a party's indemnity obligations, breach of Section 8, gross negligence, intentional misconduct, or Client's obligation to pay fees.

12. Term and Termination

This MSA starts on the Effective Date and continues until either party ends it. Either party may end this MSA or any SOW:

- for convenience, on [number] days' written notice; or
- if the other party materially breaches it and does not fix the breach within [number] days after written notice.

When an SOW ends, Client will pay for services performed and approved expenses incurred up to the end date, and Provider will deliver all completed and in-progress work that Client has paid for. Ending this MSA does not end SOWs in progress unless the notice says so; those SOWs stay governed by this MSA until they finish. Sections 5, 7, 8, 10, 11 and 14 survive termination.

13. Independent Contractor

Provider is an independent contractor. Provider controls how, when and where the services are performed, supplies its own tools, and is responsible for its personnel's pay, taxes and benefits. Nothing in this MSA creates an employment, partnership or joint venture relationship.

14. General Terms

Notices. Notices must be in writing and sent by email with a copy by mail or courier to the addresses above, or to any new address a party gives in writing.

Entire agreement. This MSA, its schedules and all signed SOWs are the entire agreement between the parties about the services. Terms on purchase orders or invoices do not apply.

Amendments. Any change to this MSA must be in writing and signed by both parties.

Assignment. Neither party may transfer this MSA without the other's written consent, except to a successor to its whole business.

Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, other than payment obligations.

Governing law. This MSA is governed by the laws of the State of [State].

Severability. If any part of this MSA is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one. This applies to each SOW and change order too.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Service Provider

Signature: _____

Name: [full name]

Date: [date]

Schedule A: Statement of Work (form)

SOW number: [number] **Date:** [date]

This SOW is issued under the Master Service Agreement between Client and Provider dated [date].

Project name: [name]

Services and deliverables: [describe each deliverable specifically]

Milestones and dates: [milestone, due date]

Pricing: ☐ Fixed fee of [\$ amount] ☐ Time and materials at [\$ rate] per hour, not to exceed [\$ amount] without written approval ☐ Retainer of [\$ amount] per month for up to [number] hours

Payment schedule: [e.g. 40% on signing, 60% on acceptance]

Client responsibilities: [access, content, approvals, contacts]

Assumptions and exclusions: [what is not included]

Key contacts: Client: [name, email]. Provider: [name, email].

Changes to the MSA for this SOW only: [name the section and the change, or "None"]

Signed for Client: _____ Date: [date]

Signed for Provider: _____ Date: [date]