

Master Service Agreement

A comprehensive framework agreement governing the full scope of a vendor-client relationship — IP, liability, payment, termination, and confidentiality.

Parties & Effective Date

THIS MASTER SERVICE AGREEMENT ("AGREEMENT") IS ENTERED INTO AS OF:

Effective Date

Service Provider ("Provider")	Client ("Client")
Legal Entity Name	Legal Entity Name
State of Incorporation	State of Incorporation
Principal Address	Principal Address
Primary Contact / Email	Primary Contact / Email

How to Use This Template: Complete the fields above. Attach individual Statements of Work (SOWs) for each project under this Agreement. Both parties sign Section 11. Each SOW can be executed separately.

Standard Terms and Conditions

SECTION 1

Services

Provider agrees to perform the services described in one or more mutually executed Statements of Work ("SOW"), each of which is incorporated herein by reference. In the event of any conflict between this Agreement and any SOW, the terms of the SOW shall prevail solely with respect to the services described therein. Provider shall perform Services in a professional and workmanlike manner consistent with industry standards.

SECTION 2

Payment Terms

Client agrees to pay Provider the fees set forth in each SOW. Unless otherwise stated in the applicable SOW, invoices are due within _____ days of receipt. Late payments shall accrue interest at the rate of 1.5% per month. Provider reserves the right to suspend Services upon payment delinquency exceeding 30 days after written notice. All fees are in U.S. dollars and are exclusive of applicable taxes, which shall be Client's responsibility.

SECTION 3

Intellectual Property

3.1 Work Product. Upon full payment, Provider assigns to Client all right, title, and interest in deliverables specifically created for Client under each SOW ("Work Product"), excluding any Pre-existing IP.

3.2 Pre-existing IP. Provider retains ownership of all intellectual property developed prior to or independent of this Agreement, including tools, frameworks, methodologies, and know-how ("Pre-existing IP"). Provider grants Client a non-exclusive, perpetual license to use Pre-existing IP solely as incorporated in the Work Product.

3.3 License Back. Client grants Provider a limited license to use Client materials solely to the extent necessary to perform the Services.

SECTION 4

Confidentiality

Each party ("Receiving Party") agrees to keep confidential all non-public information disclosed by the other party ("Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential ("Confidential Information"). The Receiving Party shall: (a) use Confidential Information solely to fulfill its obligations under this Agreement; (b) not disclose Confidential Information to third parties without prior written consent; and (c) protect it with at least the same degree of care it uses for its own confidential information, but no less than reasonable care. Obligations survive for _____ years after termination.

SECTION 5

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR DATA. PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT IN THE THREE (3) MONTHS PRECEDING THE CLAIM. THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 6

Warranties & Representations

Each party represents that: (a) it has the authority to enter into this Agreement; (b) performance will not violate any third-party rights or applicable law. Provider warrants that Services will be performed in a professional manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 7

Indemnification

Each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) Indemnitor's breach of this Agreement; (b) Indemnitor's gross negligence or willful misconduct; or (c) any third-party claim that Indemnitor's materials infringe a third-party's intellectual property rights.

SECTION 8

Term & Termination

8.1 Term. This Agreement commences on the Effective Date and continues until terminated.

8.2 Termination for Convenience. Either party may terminate this Agreement upon _____ days' written notice.

8.3 Termination for Cause. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 15 days of written notice.

8.4 Effect of Termination. Client shall pay for all Services performed through the termination date. Sections 3, 4, 5, 7, and 9 survive termination.

SECTION 9

Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the State of _____, without regard to conflict of law principles. Any dispute shall first be subject to good-faith negotiation for 30 days. If unresolved, disputes shall be submitted to binding arbitration under the American Arbitration Association Commercial Rules in _____, except that either party may seek injunctive relief in a court of competent jurisdiction.

SECTION 10

General Provisions

Independent Contractor. Provider is an independent contractor, not an employee or agent of Client.

No Solicitation. During the Term and for _____ months thereafter, neither party shall directly solicit the other's employees who were involved in the Services.

Assignment. Neither party may assign this Agreement without prior written consent, except in connection with a merger or acquisition.

Entire Agreement. This Agreement, together with all SOWs, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions.

Amendments. Amendments must be in writing and signed by both parties.

Notices. Notices shall be in writing and delivered to the addresses set forth on the cover page.

SECTION 11

Signatures

By signing below, each party agrees to be bound by the terms of this Master Service Agreement.

SERVICE PROVIDER

Signature

Printed Name

CLIENT

Signature

Printed Name

Title

Date

Title

Date
