

MASTER SERVICE AGREEMENT

1. 1. Parties and Structure of the Agreement

This Master Service Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [PROVIDER NAME], a [ENTITY TYPE] with its principal place of business at [PROVIDER ADDRESS] (the "Provider"), and [CLIENT NAME], a [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "Client"). This Agreement sets the terms that apply to all services the Provider performs for the Client, but by itself does not obligate either Party to order or perform any specific work. Services are authorized through separate statements of work, each of which incorporates this Agreement by reference (each a "SOW"). Each Party represents that the person signing below has authority to bind it, and notices are effective when delivered to [PROVIDER NOTICE ADDRESS AND EMAIL] and [CLIENT NOTICE ADDRESS AND EMAIL].

2. 2. Statements of Work and Order of Precedence

Each SOW will identify the services, deliverables, schedule, acceptance criteria, pricing, and any project-specific assumptions, and becomes binding only when signed by authorized representatives of both Parties. If a conflict arises between this Agreement and a SOW, this Agreement controls unless the SOW expressly states that it modifies a specific numbered section of this Agreement for that project only. Signed change orders control over the SOW they amend, and no purchase order, invoice, click-through, or standard preprinted terms of either Party add to or vary these terms even if referenced or acknowledged. Termination of this Agreement terminates all outstanding SOWs unless the Parties agree in writing that a SOW will be completed under the surviving terms.

3. 3. Performance Standards and Personnel

The Provider will perform all services in a professional and workmanlike manner using personnel with the skill, training, and qualifications appropriate to the work, and in compliance with all applicable laws. The Provider is responsible for the supervision, direction, compensation, taxes, and any required workers compensation coverage for its personnel, and remains fully responsible for the acts and omissions of its subcontractors. The Provider may engage subcontractors provided that each is bound by written obligations at least as protective as this Agreement with respect to confidentiality, data protection, and intellectual property. Where a SOW designates key personnel, the Provider will not remove them from the engagement without the notice and replacement process described in that SOW. The Provider will comply with the reasonable site, security, and access policies of the Client that are provided in writing.

4. 4. Fees, Invoicing, and Payment

Fees, rates, and payment milestones are stated in each SOW, and unless a SOW says otherwise the Provider will invoice [DEFAULT INVOICE FREQUENCY, e.g., monthly in arrears] and payment is due within [PAYMENT TERM, e.g., 30 days] of the invoice date. Undisputed amounts not paid when due accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. The Client must raise any invoice dispute in writing within [DISPUTE WINDOW, e.g., 15 days] of receipt with a reasonable explanation, and must pay all undisputed amounts on time; the Provider may suspend services under any SOW if undisputed amounts remain unpaid more than [SUSPENSION PERIOD, e.g., 30 days] past due after written notice. Fees are exclusive of sales, use, and similar transaction taxes, which are the responsibility of the Client except for taxes based on the income of the Provider. Reimbursable expenses require prior written approval and are billed at cost with documentation.

5. 5. Term and Termination

This Agreement begins on the Effective Date and continues for an initial term of [INITIAL TERM, e.g., two years], renewing automatically for successive [RENEWAL TERM, e.g., one-year] periods unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 60 days] before the end of the then-current term. Either Party may terminate this Agreement for convenience on [TERMINATION NOTICE, e.g., 30 days] written notice provided no SOW is active, and may terminate this Agreement or any individual SOW immediately for a material breach not cured within [CURE PERIOD, e.g., 30 days] after written notice. Either Party may terminate immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed. On termination the Client will pay for all services performed and approved expenses incurred through the effective date of termination, and the Provider will deliver all work product for which payment has been made. Sections on confidentiality, intellectual property, data protection, warranties, indemnification, limitation of liability, and governing law survive termination.

6. 6. Confidentiality

Each Party may disclose non-public information to the other, including business plans, financial information, pricing, customer and employee data, technical information, source code, and unreleased products (the "Confidential Information"). The receiving Party will use Confidential Information only to perform or receive services under this Agreement, will protect it using at least the same degree of care it applies to its own confidential information and no less than reasonable care, and will limit access to personnel and subcontractors with a need to know who are bound by comparable obligations. These obligations do not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known before disclosure, is independently developed without reference to the Confidential Information, or is rightfully received from a third party without restriction. If disclosure is required by law or legal process, the receiving Party will give prompt notice where legally permitted and disclose only what is required. Confidentiality obligations continue for [CONFIDENTIALITY PERIOD, e.g., five years] after termination and indefinitely for information that qualifies as a trade secret.

7. 7. Intellectual Property Ownership

Each Party retains ownership of all intellectual property it owned before this Agreement or develops independently of it. Subject to payment in full of the amounts due for the relevant SOW, the Provider assigns to the Client all right, title, and interest in the deliverables created specifically for the Client under that SOW (the "Work Product"), including all copyrights, and will execute any further documents reasonably requested to record the assignment. The Provider retains ownership of its pre-existing and independently developed tools, libraries, frameworks, templates, methodologies, and know-how (the "Provider Materials"), and grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use, modify, and sublicense the Provider Materials solely as incorporated into the Work Product. Nothing in this Agreement restricts the Provider from performing similar services for other clients or from using the general skills, experience, and know-how of its personnel. Any open source or third-party components included in a deliverable will be identified in the relevant SOW along with their license terms.

8. 8. Data Protection and Security

Where the Provider processes personal data or Client data in performing services, it will do so only on documented instructions from the Client and only as needed to provide the services. The Provider will maintain administrative, technical, and physical safeguards appropriate to the sensitivity of the data, including [SECURITY MEASURES, e.g., encryption in transit and at rest, access controls, logging, and periodic security review]. The Provider will notify the Client without undue delay and in any event within [BREACH NOTICE PERIOD, e.g., 72 hours] after

becoming aware of any confirmed unauthorized access to or disclosure of Client data, and will cooperate reasonably in investigation and remediation. On termination or on request, the Provider will return or securely delete Client data, except for copies retained in routine backups until they expire or where retention is required by law. Where applicable law requires a data processing addendum or similar terms, the Parties will execute one and it will be incorporated into this Agreement.

9. 9. Representations and Warranties

Each Party represents that it is duly organized and in good standing, has full authority to enter into this Agreement, and that entering into it does not conflict with any other obligation. The Provider warrants that services will be performed in a professional and workmanlike manner consistent with industry standards, that deliverables will materially conform to the specifications in the applicable SOW for [WARRANTY PERIOD, e.g., 30 days] after acceptance, and that the Work Product will not knowingly infringe the intellectual property rights of any third party. The Client warrants that all materials, data, and instructions it supplies are owned or properly licensed and may lawfully be used for the services. The sole remedy for breach of the conformance warranty is re-performance or correction of the affected deliverable, or a refund of the fees paid for it if correction is not practical within a reasonable time. Except as expressly stated in this section, all services and deliverables are provided without warranties of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. 10. Insurance

During the Term and for [TAIL PERIOD, e.g., one year] afterward, the Provider will maintain at its own expense: commercial general liability insurance of at least [CGL AMOUNT, e.g., \$1,000,000 per occurrence and \$2,000,000 aggregate]; professional liability or errors and omissions insurance of at least [E&O AMOUNT, e.g., \$1,000,000 per claim]; workers compensation at statutory limits and employer liability of at least [EMPLOYER LIABILITY AMOUNT]; and where the services involve handling Client data, cyber liability insurance of at least [CYBER AMOUNT]. Coverage will be placed with insurers rated at least [INSURER RATING, e.g., A- by AM Best]. On request, the Provider will provide certificates of insurance naming the Client as an additional insured on the general liability policy where permitted, and will give [INSURANCE CANCELLATION NOTICE, e.g., 30 days] notice of cancellation or material reduction in coverage. Maintaining insurance does not limit the liability of the Provider under this Agreement.

11. 11. Limitation of Liability

Neither Party will be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost revenue, lost data, or loss of business opportunity, however caused and regardless of the theory of liability, even if advised that such damages are possible. Except for the excluded claims described below, the total aggregate liability of each Party arising out of or relating to this Agreement and all SOWs will not exceed [LIABILITY CAP, e.g., the total fees paid or payable under the applicable SOW in the twelve months preceding the event giving rise to the claim]. The excluded claims, which are not subject to the cap or the exclusion of damages, are: breach of confidentiality; the indemnification obligations in Section 12; misappropriation of intellectual property; a Party gross negligence or willful misconduct; and the payment obligations of the Client for services performed. These limitations apply even if a limited remedy fails of its essential purpose and reflect the allocation of risk on which the pricing is based.

12. 12. Indemnification

The Provider will defend, indemnify, and hold harmless the Client and its officers, directors, and employees from third-party claims arising out of the negligence or willful misconduct of the Provider or its personnel, a breach by

the Provider of its confidentiality or data protection obligations, or an allegation that the Work Product infringes or misappropriates the intellectual property rights of a third party. If a deliverable becomes subject to an infringement claim, the Provider may at its option obtain the right for the Client to keep using it, replace or modify it so it is non-infringing while remaining materially conforming, or refund the fees paid for it. The Client will defend, indemnify, and hold harmless the Provider from third-party claims arising out of materials, data, or instructions supplied by the Client, use of a deliverable outside the purpose described in the applicable SOW, or the negligence or willful misconduct of the Client. The indemnified Party must give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation at the expense of the indemnifying Party, and no settlement that imposes an obligation on the indemnified Party may be made without its written consent.

13. 13. Independent Contractor, Non-Solicitation, and Publicity

The Provider is an independent contractor, and nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties or between the Client and any personnel of the Provider. Neither Party may bind the other to any obligation without prior written authorization. During the Term and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, neither Party will knowingly solicit for employment any employee of the other who was directly involved in performing or receiving services, other than through general public advertising not targeted at that person. Neither Party may use the name, trademarks, or logo of the other in any press release, customer list, case study, or marketing material without prior written consent, except that the Provider may identify the Client as a customer in a factual list of clients where the Client has consented in writing.

14. 14. Governing Law, Dispute Resolution, and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to its conflict of laws rules, and the United Nations Convention on Contracts for the International Sale of Goods does not apply. Before initiating formal proceedings, the Parties will escalate the dispute to a senior executive of each Party for good-faith resolution for at least [ESCALATION PERIOD, e.g., 30 days], followed by non-binding mediation in [MEDIATION LOCATION] if escalation fails. Any dispute not resolved through those steps will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE], and each Party consents to personal jurisdiction there and waives any objection to venue, although either Party may seek injunctive relief in any court of competent jurisdiction to protect its confidential information or intellectual property without first completing the escalation process. This Agreement, together with all SOWs, change orders, and exhibits, is the entire agreement between the Parties on this subject and supersedes all prior proposals and negotiations; any amendment must be in writing and signed by authorized representatives of both Parties. Neither Party may assign this Agreement without the prior written consent of the other, except to a successor in connection with a merger, reorganization, or sale of substantially all assets, and any attempted assignment in violation of this provision is void; if any provision is held unenforceable it will be modified to the minimum extent necessary and the remaining provisions stay in full force, and a failure or delay in enforcing a right does not waive it. Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, acts of government, labor disputes, and failures of utilities or communications networks, provided the affected Party gives prompt notice and resumes performance as soon as practical, and the prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorney fees and costs.

15. 15. Signatures

By signing below, each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. PROVIDER: [PROVIDER NAME]. Signature: _____. Printed Name: [PROVIDER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME].

Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE].
This Agreement may be executed in counterparts, each of which is an original, and electronic signatures have the same effect as original signatures.

16. Disclaimer

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