

MASTER SERVICES AGREEMENT

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This Master Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Provider and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Provider to perform certain professional services from time to time, and Provider wishes to perform those services, on the terms below. Specific engagements will be described in one or more Statements of Work that reference this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Parties and Effective Date

1.1 Framework agreement. This Agreement governs the overall relationship between the Parties. It does not by itself obligate Client to purchase, or Provider to perform, any specific services. Specific work is authorized only through a signed Statement of Work (a "**SOW**").

1.2 Order of precedence. If a conflict exists between this Agreement and a SOW, this Agreement controls unless the SOW expressly states that it overrides a specific section of this Agreement and identifies that section by number.

1.3 Term of framework. This Agreement begins on the Effective Date and continues until terminated under Section 6, even if no SOW is then active.

2. Scope of Services

2.1 Services. Provider will perform the services described in each SOW (the "**Services**") with reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards.

2.2 Statements of Work. Each SOW will, at minimum, describe: (a) the Services and any deliverables (the "**Deliverables**"); (b) the schedule or milestones; (c) the fees and payment schedule; and (d) any assumptions, dependencies, or Client responsibilities. Each SOW becomes part of this Agreement when signed by both Parties.

2.3 Change orders. Either Party may request a change to a SOW. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and schedule. Provider is not obligated to perform out-of-scope work until a change order is signed.

2.4 **Client responsibilities.** Client will provide timely access to the information, materials, personnel, and approvals reasonably required for Provider to perform. Provider is not responsible for delays caused by Client's failure to meet these responsibilities, and timelines and fees may be equitably adjusted.

3. Compensation and Payment Terms

3.1 **Fees.** Client will pay the fees stated in each SOW. Unless a SOW says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

3.2 **Expenses.** Client will reimburse Provider for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

3.3 **Invoicing and payment.** Provider will invoice Client **[MONTHLY / ON MILESTONE COMPLETION / AS STATED IN THE SOW]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

3.4 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Provider may suspend Services on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.5 **Disputed amounts.** Client will pay all undisputed amounts on time and will notify Provider in writing of any disputed amount within **[NUMBER]** days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputed amounts promptly.

3.6 **Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Provider's net income.

4. Confidentiality

4.1 **Definition.** "Confidential Information" means non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including business plans, pricing, customer data, and technical information.

4.2 **Obligations.** The Receiving Party will: (a) use Confidential Information only to perform under this Agreement; (b) protect it using at least the same care it uses for its own confidential information, and no less than reasonable care; and (c) disclose it only to its personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

4.3 **Exclusions.** Confidentiality obligations do not apply to information that: (a) is or becomes public through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party without restriction before disclosure; (c) is rightfully obtained from a third party without restriction; or (d) is independently developed without use of the Confidential Information.

4.4 **Compelled disclosure.** The Receiving Party may disclose Confidential Information to the extent required by law or court order, provided it gives the Disclosing Party prompt written notice (where legally permitted) and reasonable cooperation to seek protective treatment.

4.5 **Return or destruction.** On the Disclosing Party's written request or on termination, the Receiving Party will return or destroy Confidential Information in its possession, except for copies retained in routine backups or as required by law, which remain subject to this Section.

5. Intellectual Property

5.1 Pre-existing IP. Each Party retains all right, title, and interest in intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**").

5.2 Deliverables. Subject to Client's full payment of the fees for the applicable SOW, Provider assigns to Client all right, title, and interest in the Deliverables created specifically for Client under that SOW, excluding Provider's Background IP and Tools.

5.3 Provider tools and license-back. Provider retains ownership of its Background IP, methodologies, know-how, and general-purpose tools, templates, and components ("**Tools**"). To the extent any Tools are embedded in a Deliverable, Provider grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use those Tools solely as part of that Deliverable.

5.4 Residuals. Nothing prevents Provider from using the general skills, knowledge, and experience it develops while performing the Services, provided it does not use or disclose Client's Confidential Information.

6. Term and Termination

6.1 Termination for convenience. Either Party may terminate this Agreement or any SOW for convenience on **[NUMBER, e.g. 30]** days' prior written notice.

6.2 Termination for cause. Either Party may terminate this Agreement or any SOW immediately on written notice if the other Party materially breaches and fails to cure the breach within **[NUMBER, e.g. 15]** days after written notice describing it.

6.3 Effect of termination. On termination, Client will pay Provider for all Services performed and expenses incurred through the effective date of termination, including work in progress on a pro-rata basis. Provider will deliver work product for which Client has paid.

6.4 Survival. Sections 3 (for amounts accrued), 4, 5, 7, 8, 9, and any others that by their nature should survive, survive termination.

7. Indemnification

7.1 By Provider. Provider will defend Client against third-party claims that a Deliverable, as delivered by Provider, infringes that third party's intellectual property rights, and will indemnify Client for resulting damages finally awarded or agreed in settlement, subject to the limitations in Section 8.

7.2 By Client. Client will defend Provider against third-party claims arising from (a) Client materials provided to Provider, or (b) Client's use of the Deliverables in a manner not contemplated by the applicable SOW, and will indemnify Provider for resulting damages, subject to the limitations in Section 8.

7.3 Procedure. The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle a claim in a way that imposes liability or admission on the indemnified Party without its consent.

8. Limitation of Liability

8.1 Exclusion of indirect damages. Except for the excluded matters in Section 8.3, neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

8.2 Liability cap. Except for the excluded matters in Section 8.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable by Client under the SOW giving rise to the claim in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

8.3 **Exclusions from the cap.** The limitations in Sections 8.1 and 8.2 do not apply to: (a) a Party's indemnification obligations under Section 7; (b) breach of confidentiality under Section 4; (c) a Party's gross negligence or willful misconduct; or (d) amounts owed for Services performed.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through senior-management discussion within [NUMBER] days of written notice of the dispute. [OPTIONAL: arbitration clause — discuss with counsel.]

9.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.7 **Entire agreement; amendment.** This Agreement, together with its SOWs and change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PROVIDER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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