

# MASTER SERVICES BUSINESS CONTRACT

This Master Services Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [PARTY A NAME], a Corporation organized under the laws of the State of [STATE] with its principal place of business at [FIRST PARTY S PRINCIPAL ADDRESS] (the "Client"), and [PARTY B NAME], a Corporation organized under the laws of the State of [STATE] with its principal place of business at [SECOND PARTY S PRINCIPAL ADDRESS] (the "Provider"). Client and Provider are each a "Party" and together the "Parties."

**Recitals.** Client desires to engage Provider to provide certain professional services from time to time, and Provider desires to provide such services, subject to the terms of this Agreement and individual Statements of Work executed hereunder.

## 1. Scope of Services

**Services.** Provider shall provide the following services (the "Services"): [BUSINESS PURPOSE SCOPE DESCRIPTION]

**Statements of Work.** Individual engagements shall be set forth in one or more written Statements of Work (each, an "SOW") executed by both Parties and incorporated into this Agreement by reference. Each SOW shall identify the specific services, deliverables, fees, schedule, acceptance criteria, and any SOW-specific terms. In the event of a conflict between this Agreement and an SOW, this Agreement controls except where the SOW expressly references the specific provision being superseded.

**Performance standard.** Provider shall perform the Services in a professional and workmanlike manner, using personnel with skill and experience appropriate to the Services, and in accordance with all applicable laws.

## 2. Fees and Payment

**Fees.** Client shall pay Provider a fixed fee of **\$0.00** (zero dollars and 00/100) for the Services.

**Payment terms.** Provider shall invoice Client in accordance with the applicable SOW or monthly, and payment is due **Net 30 days** from the date of invoice.

**Late fees.** Undisputed amounts not paid when due shall accrue interest at **18% per annum** (or the maximum rate permitted by law, if lower), beginning on the day after the due date.

**Taxes.** Fees are exclusive of applicable sales, use, VAT, and similar taxes, which Client shall pay except taxes imposed on Provider's net income.

**Expenses.** Client shall reimburse Provider for reasonable out-of-pocket expenses pre-approved in writing, consistent with IRS accountable-plan rules (26 U.S.C. §62(c)).

### 3. Term and Termination

**Term.** This Agreement commences on the Effective Date and continues for **12 months** unless earlier terminated (the "Term").

**Termination for cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party (i) materially breaches this Agreement and fails to cure within **30 days** after written notice, or (ii) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

**Termination for convenience.** Either Party may terminate this Agreement without cause upon **30 days'** prior written notice.

**Effect of termination.** Upon termination: (a) Client shall pay Provider for all Services performed and expenses incurred through the termination date; (b) each Party shall return the other's Confidential Information and property; and (c) Sections 4, 5, 6, 7, 8, 9, and 10 survive termination.

### 4. Confidentiality

**Confidentiality.** Each Party (as "Receiving Party") acknowledges it may receive non-public, proprietary, or confidential information of the other Party (as "Disclosing Party") ("Confidential Information"), including business plans, financial data, customer and supplier information, technical information, trade secrets, and third-party information held in confidence. Receiving Party shall: (i) hold Confidential Information in strict confidence; (ii) use it solely to perform under this Agreement; (iii) disclose it only to personnel with a need to know who are bound by confidentiality obligations; and (iv) return or destroy it upon termination.

**Exclusions.** Confidential Information does not include information that (a) is or becomes publicly known without breach; (b) was known without restriction before disclosure; (c) is independently developed; or (d) is lawfully received from a third party without duty of confidence.

**Compelled disclosure.** If Receiving Party is legally compelled to disclose Confidential Information, it shall give prompt notice (where lawful) and cooperate with Disclosing Party's efforts to seek a protective order.

**DTSA Immunity Notice (18 U.S.C. §1833(b)).** Where any individual is a signatory or bound as a representative of a Party, such individual shall not be held criminally or civilly liable under federal or state trade-secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law

may disclose the trade secret to the individual's attorney and use it in the court proceeding, provided the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

**Term.** Confidentiality obligations survive for **five (5) years** after termination, except obligations with respect to trade secrets survive indefinitely so long as the information qualifies as a trade secret.

## 5. Intellectual Property

**Work product.** All deliverables, reports, documentation, designs, inventions, works of authorship, and other materials created by Provider specifically for Client under this Agreement ("Work Product") shall be the sole property of Client. To the extent permitted by law, Work Product constitutes a "work made for hire" under 17 U.S.C. §101. To the extent Work Product does not qualify as a work made for hire, Provider hereby irrevocably assigns to Client all right, title, and interest in the Work Product, including all copyrights, patent rights, trademark rights, and trade-secret rights.

**Pre-existing IP.** Provider retains all right, title, and interest in its pre-existing tools, methodologies, templates, software, and know-how ("Pre-Existing IP"). To the extent Pre-Existing IP is incorporated into Work Product, Provider grants Client a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up license to use such Pre-Existing IP as embedded in the Work Product.

**Further assurances.** Provider shall execute such additional documents and take such actions as Client reasonably requests to perfect Client's rights.

## 6. Representations and Warranties

Each Party represents and warrants that (a) it has full corporate power and authority to enter into this Agreement; (b) this Agreement has been duly authorized, executed, and delivered; (c) its performance does not conflict with any other obligation; and (d) it will comply with all applicable laws.

Provider additionally warrants that (i) the Services will be performed in a professional and workmanlike manner consistent with industry standards; (ii) Provider has the right to grant the rights granted herein; and (iii) the Work Product will not, to Provider's knowledge, infringe the intellectual property rights of any third party.

**DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 7. Indemnification

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party, its affiliates, and their respective officers, directors, employees, and agents (the "Indemnified Parties") from

and against any third-party claims, damages, liabilities, and reasonable costs (including attorneys' fees) arising out of or relating to: (a) the Indemnifying Party's breach of this Agreement, including any representation or warranty; (b) the Indemnifying Party's negligence or willful misconduct; or (c) in the case of Provider, any claim that the Work Product infringes a third party's intellectual property rights (excluding Client-provided materials or Client-directed modifications).

**Procedure.** The Indemnified Party shall give prompt notice, tender sole control of the defense (subject to reasonable cooperation), and not settle without the Indemnifying Party's consent, which shall not be unreasonably withheld.

## 8. Limitation of Liability

**EXCLUSION OF INDIRECT DAMAGES.** EXCEPT FOR BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, INFRINGEMENT OF INTELLECTUAL PROPERTY, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOSS OF BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY.

**AGGREGATE CAP.** EXCEPT FOR THE CARVE-OUTS ABOVE, EACH PARTY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED **1 TIMES THE FEES PAID** BY CLIENT TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 9. Insurance

## 10. Restrictive Covenants

## 11. Dispute Resolution

**Governing law.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws principles.

**Exclusive venue.** The Parties consent to the exclusive jurisdiction of the state and federal courts located in [VENUE CITY], [STATE], for any action arising under this Agreement.

**Attorneys' fees.** The prevailing Party in any action shall be entitled to recover its reasonable attorneys' fees and costs, subject to non-waivable statutory fee-shifting provisions.

## 12. Force Majeure

Neither Party shall be liable for failure or delay in performance (other than payment obligations) caused by acts of God, natural disasters, war, terrorism, pandemic, government orders, labor disputes, failures of

utilities or carriers, or other events beyond its reasonable control, provided that the affected Party gives prompt notice and uses commercially reasonable efforts to mitigate. If a force majeure event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice.

### 13. General Provisions

**Independent contractors.** The Parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or employment relationship.

**Entire agreement.** This Agreement (including any SOWs and exhibits) constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior or contemporaneous communications.

**Amendments.** Only by a writing signed by authorized representatives of both Parties.

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

**Severability.** If any provision is held unenforceable, it shall be reformed to the minimum extent necessary, and the remainder shall continue in effect.

**Waiver.** No waiver is effective unless in writing.

**Notices.** All notices shall be in writing and delivered to the addresses in the preamble by hand, nationally recognized overnight courier, certified mail, or confirmed email.

**Counterparts; electronic signatures.** This Agreement may be executed in counterparts, and electronic signatures are valid under the ESIGN Act (15 U.S.C. §7001) and the Uniform Electronic Transactions Act.

**Survival.** Sections 4, 5, 6, 7, 8, 10, 11, and 13 survive termination.

### Signatures

#### Client

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

#### Provider

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE