

MASTER SERVICES AGREEMENT

1. Parties

This **Master Services Agreement** (shall be referred as "**MSA**" hereinafter) has been signed by and between;

The "**Service Provider**"

and

The "**Customer**"

WHEREAS the Service Provider is company providing _____ services to its customers and the Customer is seeking to get that services on a regular basis,

WHEREAS the Parties intent to determine the general terms and conditions for future transactions, orders and agreements,

NOW THEREFORE, in consideration of the mutual covenants, the parties agrees as follows;

2. Scope of the Services

The services to be provided by the Service Provider under this MSA shall be as set forth in each individual **Statement of Work** ("**SOW**") executed pursuant to this MSA. Each SOW shall describe the specific services to be provided, the timeline for completion, the fees for such services, and any other relevant details.

The Service Provider shall provide the services in a professional, timely, and efficient manner, consistent with industry standards and best practices. The Service Provider shall also ensure that all employees assigned to perform services under this MSA have the necessary training, skills, and experience to perform such services in accordance with the requirements set forth in the applicable SOW.

The Customer shall have the right to inspect and evaluate the services provided by the Service Provider and to reject any services that do not conform to the requirements set forth in the applicable SOW.

3. Price and Payment

The fees for the services to be provided by the Service Provider under this MSA shall be set forth in each individual SOW executed pursuant to this Agreement. The fees shall be in the currency specified in the SOW and shall be payable according to the payment terms set forth in this clause.

The Service Provider shall submit invoices to the client for the fees set forth in the applicable SOW. The invoices shall be submitted in accordance with the billing schedule set forth in the SOW. The client shall pay each invoice within the number of days specified in the SOW from the date of receipt of the invoice.

If the Customer fails to pay any amount due within the time period specified in the applicable SOW, the Service Provider may, without limiting its other rights and remedies, suspend its services until such payment is made. In addition, for late payments, interest rate of _____% per month shall be applied, or the maximum rate allowed by law, whichever is lower.

The Customer shall be solely responsible for All fees and other charges payable, and any applicable taxes.

4. Term and Termination

The initial term of this MSA shall commence on the date of last signature below and shall continue for a period of _____. After this period, this MSA shall automatically renew for _____ unless either party provides written notice of non-renewal to the other party at least _____ days prior to the end of the then-current term.

Either party may terminate this MSA at any time, without cause, upon _____ days' prior written notice to the other party. Either party may terminate this MSA upon written notice to the other party if the other party breaches any term or condition of this MSA and fails to cure such breach within _____ days after receiving written notice of such breach.

5. Independent Contractors

The parties to this MSA are independent contractors and nothing contained in this MSA shall be construed to create a joint venture, agency, partnership, or employment relationship between the parties. Neither party shall have the authority to bind the other party to any obligation, nor shall either party hold itself out as an agent or representative of the other party.

6. Miscellaneous

- **Non-Exclusivity** - The services to be provided by the parties under this MSA are non-exclusive. Each party shall be free to engage in similar business activities with other parties.
- **Compliance with Laws** - Each party shall comply with all applicable laws, rules, and regulations in connection with its activities under this MSA.
- **No Employee Benefits** - The parties acknowledge and agree that the relationship between them is that of independent contractors and that neither party is entitled to employee benefits provided by the other party, including but not limited to, workers' compensation, unemployment insurance, or health insurance.
- **Severability** - If any provision of this MSA is held to be invalid, illegal, or unenforceable, such provision shall be severed from this MSA and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that achieves to the greatest extent possible the original economic, legal, and commercial objectives of the severed provision.
- **Non-Waiver** - No failure or delay by either party in exercising any right, power, or privilege under this MSA shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this MSA.

7. Governing Law

This MSA and all related SOWs shall be governed by and construed in accordance with the laws of the State of _____ . Any legal action or proceeding arising out of or relating to this MSA or any SOW shall be brought in the courts of _____ , and each party consents to the jurisdiction of such courts.

IN WITNESS THEREOF, the parties have executed this Contract as of the date of last signature below.

The Service Provider

The Customer

Date

Date

Signature

Signature



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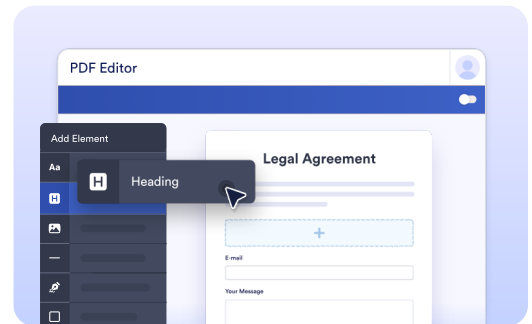
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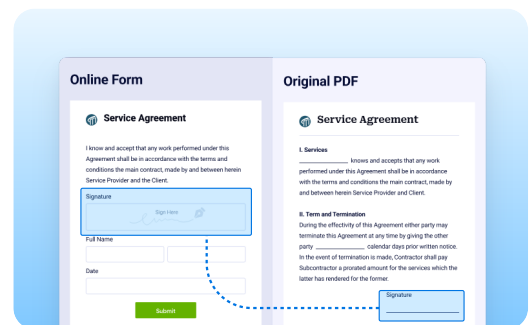
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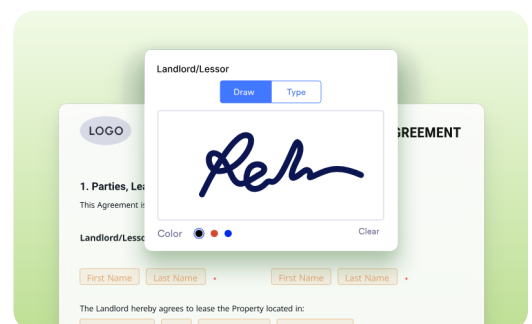
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