

Master Services Agreement (Post-Close)

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MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective as of [DATE] (the "Effective Date") between [CLIENT NAME] ("Client") and [SERVICE PROVIDER NAME] ("Service Provider").

- 1. Services Framework.** Service Provider shall provide professional services to Client as described in one or more written Statements of Work ("SOWs") executed by both parties. Each SOW shall reference this Agreement and become part of it.
- 2. Statements of Work.** Each SOW shall include: (a) description of services; (b) deliverables and timeline; (c) fees and payment schedule; (d) key personnel; and (e) any SOW-specific terms. In the event of conflict, this Agreement controls unless the SOW expressly states otherwise.
- 3. Fees and Expenses.** Service Provider shall invoice Client monthly for services performed and pre-approved expenses. Payment terms are Net 30 from invoice date. Expenses over \$[500] require written pre-approval.
- 4. Change Orders.** Any change to an SOW that increases fees, extends timeline, or alters deliverables requires a written change order signed by both parties.
- 5. Deliverables and Acceptance.** Client shall have thirty (30) days from delivery to accept or reject each deliverable. Rejection must be in writing and identify specific deficiencies. Failure to reject within the inspection period constitutes acceptance.
- 6. IP Ownership.** All deliverables created specifically for Client under any SOW shall be work made for hire and the property of Client. To the extent any deliverable does not qualify as work made for hire, Service Provider hereby assigns to Client all right, title, and interest. Service Provider retains ownership of pre-existing tools, methodologies, and frameworks but grants Client a perpetual, royalty-free license to use them as embedded in the deliverables.
- 7. Confidentiality.** Each party shall maintain the confidentiality of the other party's non-public information and shall not use it except in performance of this Agreement. This obligation survives termination for [3] years.
- 8. Indemnification.** Each party shall indemnify the other for third-party claims arising from such party's negligence, willful misconduct, or breach of this Agreement.
- 9. Limitation of Liability.** Service Provider's total liability under this Agreement and any SOW shall not exceed the fees paid by Client in the [12] months preceding the claim. This limitation shall not apply to: (a) breach of confidentiality; (b) IP indemnification; or (c) gross negligence or willful misconduct.
- 10. Insurance.** Service Provider shall maintain (a) professional liability insurance with minimum limits of \$[1,000,000] per occurrence; (b) commercial general liability with minimum limits of \$[1,000,000] per occurrence; and (c) workers compensation as required by law.
- 11. Term and Termination.** This Agreement shall continue until terminated. Either party may terminate this Agreement or any SOW for convenience upon thirty (30) days written notice. Either party may terminate for material breach with ten (10) days notice and opportunity to cure.
- 12. Survival.** Sections 6 (IP Ownership), 7 (Confidentiality), 8 (Indemnification), 9 (Limitation of Liability), and any payment obligations shall survive termination.

13. Governing Law. This Agreement shall be governed by the laws of the State of [STATE].

[SIGNATURE BLOCKS]