

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"),
and

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client").

Provider and Client may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Client desires to retain Provider to perform professional services, including but not limited to, system implementation and accounting advisory services; and

WHEREAS, Provider possesses the necessary professional expertise and resources to perform such services and agrees to perform these services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1. Provider shall perform the services described in one or more Statements of Work (each, an "SOW") executed by both Parties. Each SOW shall reference this Agreement and shall outline the specific deliverables, timelines, milestones, and fees. In the event of a conflict between the terms of this Agreement and any SOW, the terms of this Agreement shall govern unless the SOW expressly states otherwise.

1.2. The services to be provided may include, but are not limited to:

- Software and system implementation planning, configuration, testing, and training.
- Accounting advisory services, financial data migration, and reconciliation support.
- Post-implementation support and system optimization advisory.

2. CLIENT RESPONSIBILITIES

2.1. Client shall cooperate fully and timely with Provider, providing access to necessary personnel, facilities, accurate financial data, existing software systems, and administrative support as reasonably requested by Provider for the performance of the services.

2.2. Client acknowledges that Provider's performance is dependent upon the timely and accurate performance of Client's responsibilities and the provisioning of required resources.

3. FEES, INVOICING, AND PAYMENT

3.1. Client shall pay Provider the fees set forth in the applicable SOW.

3.2. Unless otherwise specified in an SOW, invoices will be issued _____ and are due and payable within _____ days from the date of the invoice.

3.3. Overdue payments shall accrue interest at the rate of _____ % per month, or the maximum rate permitted by law, whichever is lower, calculated from the date such payment was due until the date paid.

4. TERM AND TERMINATION

4.1. This Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with this Section.

4.2. Either Party may terminate this Agreement or any active SOW for convenience upon _____ days' prior written notice to the other Party.

4.3. Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within _____ days after receipt of written notice detailing the breach.

4.4. Upon termination, Client shall pay Provider for all services performed and expenses incurred up to the effective date of termination.

5. CONFIDENTIALITY

5.1. Each Party agrees to keep confidential and not disclose to any third party any proprietary or confidential information of the other Party, including but not limited to, business plans, financial data, technical data, software configurations, and customer information, designated as confidential or which by its nature should reasonably be understood to be confidential.

5.2. Confidential information does not include information that is publicly known, already in the receiving Party's possession prior to disclosure, or independently developed without reference to the disclosing Party's confidential information.

6. INTELLECTUAL PROPERTY

6.1. Except as otherwise provided in an SOW, all pre-existing intellectual property owned by a Party prior to the Effective Date shall remain the sole property of that Party.

6.2. Upon full and final payment of all outstanding invoices, Provider grants Client a non-exclusive, non-transferable, perpetual license to use any deliverables developed specifically for Client under an SOW for its internal business operations.

7. LIMITATION OF LIABILITY AND WARRANTIES

7.1. Provider warrants that the services will be performed in a professional and workmanlike manner in accordance with prevailing industry standards.

7.2. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, PROVIDER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, DATA, OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

7.4. PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER UNDER THE SPECIFIC SOW GIVING RISE TO THE LIABILITY IN THE _____ MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles.

8.2. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations. If negotiations fail, the dispute shall be submitted to mediation before initiating any legal action in the courts located in _____.

9. MISCELLANEOUS

9.1. This Agreement, including any SOWs attached hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, or understandings.

9.2. No amendment or modification to this Agreement or any SOW shall be effective unless in writing and signed by authorized representatives of both Parties.

9.3. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement as of the Effective Date written above.

PROVIDER:

CLIENT:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE