

MASTER SERVICES AGREEMENT

SALES AND USE TAX COMPLIANCE SERVICES

This Master Services Agreement (this "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Provider: _____, a _____ organized under the laws of the State of _____, with its principal place of business at _____ (hereinafter referred to as "Provider"),

and

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

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

RECITALS

WHEREAS, Provider is engaged in the business of providing tax compliance, consulting, and technology services, specifically including sales and use tax compliance services; and

WHEREAS, Client desires to retain Provider to perform sales and use tax compliance services, and Provider agrees to perform such services for Client, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES

- A. **Services:** Provider shall perform the sales and use tax compliance services described in one or more Statements of Work (each, an "SOW") executed by both Parties from time to time. Each SOW shall reference this Agreement and shall be subject to all the terms and conditions contained herein.
- B. **Client Cooperation:** Client shall timely provide Provider with all financial data, transaction records, tax exemption certificates, access to systems, and other information reasonably necessary for Provider to perform the services. Provider shall not be liable for any errors, omissions, or penalties resulting from inaccurate, incomplete, or late data provided by Client.

2. FEES AND PAYMENT

- A. **Fees:** Client shall pay Provider the fees set forth in the applicable SOW.
- B. **Invoicing:** Provider shall invoice Client in accordance with the billing schedule set forth in the applicable SOW. Unless otherwise stated in an SOW, all invoices are due and payable within _____ days from the invoice date.
- C. **Taxes:** Fees specified in any SOW do not include any local, state, or federal taxes, which shall be the sole responsibility of Client, excluding taxes based on Provider's net income.

3. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect for a period of _____ year(s), unless terminated earlier as provided herein. This Agreement shall automatically renew for successive _____ year terms unless either Party provides written notice of non-renewal at least _____ days prior to the end of the then-current term.
- B. **Termination for Convenience:** Either Party may terminate this Agreement or any SOW for convenience upon _____ days' prior written notice to the other Party.

C. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within _____ days after receiving written notice of the breach.

4. CONFIDENTIALITY

Each Party agrees to hold in confidence and not disclose to any third party any proprietary or confidential information of the other Party, including but not limited to financial records, transaction data, tax returns, proprietary software, and business processes, except as required by law or as necessary to perform the services under this Agreement.

5. LIMITATION OF LIABILITY

In no event shall either Party be liable for any indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with this Agreement. The maximum aggregate liability of Provider under this Agreement and any SOW shall not exceed the total amount of fees actually paid by Client to Provider under the applicable SOW during the _____ month period preceding the event giving rise to the liability.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without giving effect to any choice of law principles. Any legal action arising under this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____.

7. MISCELLANEOUS

- A. **Entire Agreement:** This Agreement, including any executed SOWs, constitutes the entire agreement between the Parties regarding the subject matter hereof.
- B. **Amendments:** This Agreement may only be amended or modified in a writing signed by authorized representatives of both Parties.
- C. **Severability:** 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:

(Company Name)

By: (Signature)

Name: (Printed)

Title:

Date:

CLIENT:

(Company Name)

By: (Signature)

Name: (Printed)

Title:

Date: