Master Service Agreement (MSA)

Effective Date: August 29, 2025

# 1. Purpose

This Master Service Agreement (“Agreement”) sets forth the terms and conditions under which the Company shall provide software development, software subscriptions, and cloud resource services to the Client. Specific projects or services will be defined in Statements of Work (“SOWs”) or Order Forms executed under this Agreement.

# 2. Scope of Services

1. Software Development – Custom software development projects, as described in applicable SOWs.
2. Software Subscription – Access to Company’s proprietary software on a subscription basis.
3. Cloud Resource Subscription & Purchase – Provision of computing, storage, and related resources on either subscription or usage basis.

# 3. Fees and Payment

1. Fees shall be specified in each SOW or Order Form.
2. Payment terms are [30] days from invoice date, unless otherwise agreed.
3. Late payments accrue interest at [X]% per month.
4. All fees exclude taxes, which are the responsibility of the Client.

# 4. Intellectual Property

1. Custom Deliverables – IP rights in software or deliverables developed under an SOW shall transfer to Client upon full payment, except for pre-existing tools, libraries, or frameworks, which remain Company’s property.
2. Subscriptions & Cloud Services – Client receives a limited, non-exclusive, non-transferable license to use subscribed software and resources during the subscription term.

1. Title & Risk of Loss – Title to hardware or tangible products transfers to Client upon full payment. Risk of loss transfers upon delivery.
2. Warranty – Hardware products are warranted for [12] months against defects in materials and workmanship, subject to manufacturer terms.
3. Returns – Non-defective hardware may only be returned with prior written consent and may be subject to restocking fees.
4. Client Obligations – Client is responsible for installation, proper use, and compliance with applicable regulations unless otherwise agreed.

# 4A. Hardware & Tangible Product Purchase

a. Procurement & Pricing – The Company may procure hardware or tangible products on behalf of the Client. The Company shall add a markup not exceeding fifteen percent (15%) of the actual procurement cost.

b. Taxes & Duties – The Company will handle the payment of applicable import duties, value-added tax (VAT), and other government levies at the time of procurement. These amounts, together with the procurement cost and markup, shall be charged to the Client.

c. Title & Risk of Loss – Title to hardware and tangible products shall transfer to the Client upon full payment. Risk of loss transfers upon delivery to the Client’s designated location.

d. Warranty – Hardware products are warranted for twelve (12) months against defects in materials and workmanship, subject to manufacturer warranty terms. The Company will facilitate warranty claims with the manufacturer where applicable.

e. Returns – Non-defective hardware may be returned only with the Company’s prior written consent and may be subject to a restocking fee.

# 5. Confidentiality

Each party shall maintain the confidentiality of the other party’s proprietary information and use it solely for purposes of this Agreement.

# 6. Warranties

1. The Company warrants that deliverables will conform to agreed specifications for a period of [90] days after delivery.
2. Warranty excludes issues caused by misuse, modification, or third-party systems.
3. Except as expressly stated, services and software are provided “as is.”

# 7. Service Levels

1. Software Subscription – Company will use commercially reasonable efforts to provide 99.5% uptime.
2. Cloud Resources – Company will use commercially reasonable efforts to provide 99.9% uptime, subject to scheduled maintenance.
3. Support – Email and ticket-based support available during business hours.

# 8. Client Responsibilities

1. Provide necessary access, data, and cooperation to enable Company to perform services.
2. Secure login credentials and ensure lawful use of services.
3. Not solicit Company’s employees for [12] months following project completion.

# 9. Term and Termination

1. This Agreement commences on the Effective Date and remains in effect until terminated.
2. Either party may terminate with [30] days’ written notice for convenience.
3. Either party may terminate immediately in case of material breach not cured within [15] days.
4. Upon termination, Company will retain Client data for [30] days, after which it will be deleted.

# 10. Limitation of Liability

The Company’s total liability under this Agreement shall not exceed the total fees paid by the Client in the preceding twelve (12) months. Neither party shall be liable for indirect or consequential damages.

# 11. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of [Jurisdiction]. Any dispute shall be resolved by arbitration under the rules of [ICC / SIAC / TAI], conducted in [City, Country], in the English language.

# 12. Entire Agreement

This Agreement, together with all SOWs and Order Forms, constitutes the entire agreement between the parties and supersedes all prior agreements.

# Signatures

For [Your Company Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For [Client Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_