

# MASTER SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) sets forth terms under which [YOUR COMPANY'S NAME] a [YOUR COMPANY'S STATE] corporation (“**Company**”) shall provide services to [CLIENT NAME], a [CLIENT'S STATE] [TYPE OF ENTITY] (the “**Client**”). This Agreement is effective as of Month dd, yyyy (“**Effective Date**”).

1. **Services.** Company shall provide software development services (“**Services**”) to the Client as described on one or more Statements of Work signed by Company and Client that reference this Agreement (“**SOW**” or “**Statement of Work**”). Company shall perform Services in a prompt manner and have the final product or service (“**Deliverable**”) specified in the SOW ready for Client no later than the due date specified in the applicable SOW (“**Completion Date**”). This due date is subject to change in accordance with the Change Order process defined in the applicable SOW. Client shall assist Company by promptly providing all information requests known or available and relevant to the Services in a timely manner.

2. **Contract Price.** For performance of the Services and rendering the Deliverable, Client shall pay to Company all fees due under the applicable SOW.

3. **Deposit.** An initial payment (the “**Deposit**”) of 50% of the quoted price int the SOW is due to Company at signing. 50% of the Deposit shall be non-refundable in the event that Client cancels the project prior to its completion.

4. **Dates of Performance.** Company will begin performing services upon receipt of signed Agreement and Deposit. Unless terminated as provided in this Agreement, Company will complete Services by the Completion Date. Deliverable shall be furnished to Client within 72 hours of final payment for the Services.

5. **Change in Services.** If Client desires changes to the SOW, Client shall submit to Company a written request in accordance with the change order process defined in the applicable SOW. The parties may execute additional Statements of Work describing Services, which will become part of this Agreement upon execution by Company and the Client. If additional SOW are executed, then Client shall pay Company for all services performed prior to the additional SOW before Company begins work on the new SOW.

6. **Termination.**Company shall have the right to modify, reject, or terminate any SOW and any related work in process with five days written notice to Client.In the event Company terminates the SOW prior to completion of Services, the Client shall pay Company the fees due under the SOW with respect to Services completed as of the date of termination. Payment for completed work will be deducted from the deposit. Company will retain the non-refundable 50% of the Deposit and return any unearned portion exceeding 50% of the Deposit. Any amount due for services performed by Company above the deposit will be billed to Client and Client shall promptly pay. Upon settlement of funds due toCompany, all Client provided materials will be returned to Client and all Client use rights in the work in process as described in Section 9 will be transferred to Client.

7. **Payment of Services.** In exchange for Company’s Services under this Agreement, the Client shall pay Company the contract price and deposit set forth above. Company will submit an interim invoice at 75% of project completion as well as a final invoice to Client for all services rendered by the Services Completion Date and Client shall promptly pay. Client is restricted from using any form of the Deliverable until final payment is received. Client shall pay travel and other expenses incurred by Company in performing the Services. In the event of a good faith dispute with regard to an item appearing on an invoice, Company shall have the right to withhold the Deliverable while the parties attempt to resolve the disputes.

8. **Representations and Warranties.**

8.1 Company’s Representation: Company represents that any materials used in the Deliverable will not knowingly (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.2 Client’s Representation: Client represents that any materials provided to Company by Client for incorporation into the Deliverable will not (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.3 Warranty Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY SOW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Ownership of Deliverables, “Intellectual Property Rights”** The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Company agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

10. **Indemnification.** Client will defend, indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) arising from or relating to any claims regarding elements or materials provided by Client and incorporated into the Deliverable. Additionally, Client will defend, indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) arising from or relating to any claims regarding Client’s unauthorized use of any music, images, or other materials comprising the Deliverable.

11. **Limitation of Liability.** COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO COMPANY HEREUNDER.

12. **Compliance with Laws.** Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection.

13. **General.** Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so will be void.Any notice or consent under this Agreement will be in writing to the address specified below. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly, authorized company representative authorized to bind the company to its terms and services and no consent from any third party is required.

14. **Choice of Law.** This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of the State of Washington and the United States without regard to conflicts of laws provisions thereof.Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a federal or state court in Seattle, Washington, and each party irrevocably submits to the jurisdiction and venue of such courts.

15. **Remedies.** Company reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Client agrees to pay all attorneys’ fees if the federal or state court renders judgment substantially in Company’s favor.

[Signature Page Follows]

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

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| --- | --- |
| **CLIENT** | **COMPANY, INC** |
| Signature: | Signature: |
| Print Name: [NAME] | Print Name: [NAME] |
| Print Title: [TITLE] | Print Title: [TITLE] |
| Date: [MM/DD/YYYY] | Date: [MM/DD/YYYY] |
| Notice Address: | Notice Address: |
| Email: | Email: |
| Primary Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Primary Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |