

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is entered into as of , by and between:

PROVIDER:

Company Name:

Address:

Represented By:

Title:

CLIENT:

Company Name:

Address:

Represented By:

Title:

1. SERVICES

Provider agrees to perform the services described in any Statement of Work ("SOW") signed by both parties. Each SOW shall be subject to the terms and conditions of this Agreement. In the event of a conflict between this Agreement and an SOW, this Agreement shall govern unless the SOW explicitly states otherwise.

2. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until terminated by either party. Either party may terminate this Agreement or any SOW with days written notice to the other party. Upon termination, Client shall pay Provider for all services performed up to the date of termination.

3. PAYMENT TERMS

Client shall pay Provider the fees set forth in the applicable SOW. Unless otherwise specified in an SOW, invoices are due and payable within days from the date of the invoice. Late payments shall bear interest at a rate of per month.

4. CONFIDENTIALITY

Each party agrees to keep confidential all non-public information received from the other party that is marked as confidential or should reasonably be understood to be confidential. This obligation shall survive the termination of this Agreement for a period of years.

5. INTELLECTUAL PROPERTY

Except as otherwise agreed in an SOW, all deliverables, materials, and work product created by Provider specifically for Client under this Agreement shall become the property of the Client upon full payment of all fees due to Provider. Provider retains all rights to its pre-existing materials, methodologies, and tools.

6. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, special, or consequential damages. Provider's total liability under this Agreement shall not exceed the total amount paid by Client to Provider under the applicable SOW in the months preceding the event giving rise to liability.

7. GOVERNING LAW

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

8. MISCELLANEOUS

This Agreement, including any exhibits and SOWs, constitutes the entire agreement between the parties. It may only be modified by a written instrument signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Master Service Agreement.

PROVIDER

Signature:

Name:

Title:

Date:

CLIENT

Signature:

Name:

Title:

Date: