**Master Service Agreement (MSA)**

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**Effective Date:** January 1, 2025  
**Parties:**

* **Service Provider:** Acme Services LLC
* **Client:** TechCorp Inc.

**1. Scope of Services**

The Service Provider agrees to provide consulting and software development services to the Client as specified in individual Statements of Work (SOW) issued under this agreement.

**2. Payment Terms**

The Client shall pay the Service Provider $150 per hour for consulting services and $200 per hour for software development services. Invoices will be issued monthly, and payment is due within 30 days of receipt.

**3. Confidentiality**

Both parties agree to maintain the confidentiality of proprietary or sensitive information exchanged during the term of this agreement. Confidential information must not be disclosed to any third party without prior written consent.

**4. Intellectual Property**

All intellectual property created by the Service Provider during the course of this agreement shall be owned by the Client. The Service Provider retains the right to use pre-existing materials.

**5. Termination**

This agreement may be terminated by either party with 30 days' written notice. If terminated, the Service Provider will be paid for all work completed up to the termination date.

**6. Limitation of Liability**

The Service Provider’s liability for any claim arising from this agreement is limited to the amount paid by the Client for services in the preceding 12 months.