

## MASTER SERVICE AGREEMENT

This Service Agreement ("Agreement") is made effective as of \_\_\_\_\_  
("Effective Date") by and between:

Recipient:  
[Recipient Name]  
[Recipient Address]

Provider:  
[Provider Name]  
[Provider Address]

### 1. DESCRIPTION OF SERVICES

Beginning on the Effective Date, the Provider will provide the Recipient the following services (collectively, "Services"):

---

### 2. PAYMENT

The Recipient agrees to pay the Provider as follows:

---

If any invoice is not paid when due, interest will accrue on the overdue amount at 7% per annum, or the maximum rate permitted by applicable law, whichever is less. If the Recipient fails to pay for Services when due, the Provider may treat such failure as a material breach and may cancel the Agreement and/or seek any legal or equitable remedy.

### 3. TERM

This Agreement terminates automatically upon completion by the Provider of the Services described herein.

### 4. WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed by the Provider in connection with the Services will be the exclusive property of the Provider. Upon request, the Recipient shall execute all necessary documents to confirm or perfect the Provider's ownership rights.

### 5. CONFIDENTIALITY

The Provider and its employees, agents, or representatives will not at any time or manner, directly or indirectly, use for personal benefit or disclose any proprietary information of the Recipient ("Confidential Information"). The Provider shall protect such information as strictly confidential during and after the term of this Agreement. Any waiver of confidentiality must be in writing, applying only to specific disclosed information.

Upon termination of this Agreement, the Provider shall return to the Recipient all records, notes, documentation, and materials created or controlled during this Agreement.

## 6. DEFAULT

The following constitute material defaults under this Agreement:

- a. Failure to make a required payment when due.
- b. Insolvency or bankruptcy of either party.
- c. Attachment, levy, or seizure of either party's property.
- d. Failure to deliver the Services timely or appropriately.

## 7. REMEDIES

If a party materially defaults by failing to perform terms or conditions (including payment), the non-defaulting party may terminate this Agreement by written notice. The defaulting party has seven (7) days to cure the default upon receiving notice. Failure to cure results in automatic termination unless waived in writing.

## 8. FORCE MAJEURE

Neither party is liable for delays or failures caused by events beyond reasonable control ("Force Majeure"), including acts of God, epidemics, pandemics, public health emergencies, explosions, riots, wars, strikes, supplier failures, etc. The affected party shall promptly notify the other and resume performance when practical.

## 9. DISPUTE RESOLUTION

Parties will attempt to resolve disputes through friendly negotiations. Unresolved disputes after thirty (30) days will go to binding arbitration under American Arbitration Association rules. Arbitration awards are final and binding.

## 10. ENTIRE AGREEMENT

This Agreement is the entire understanding and supersedes all prior agreements regarding its subject matter.

## 11. SEVERABILITY

If any provision is invalid or unenforceable, the remaining provisions remain fully effective. Limiting an unenforceable provision's scope makes it enforceable.

## 12. AMENDMENT

This Agreement may only be amended by a written instrument signed by both parties.

## 13. GOVERNING LAW

This Agreement is governed by and construed according to the laws of the State of Oregon, excluding conflict-of-law rules.

## 14. NOTICE

Any required notice must be in writing, delivered personally or sent by certified mail, return-receipt requested, to the addresses above or another designated address.

## 15. WAIVER OF RIGHTS

Failure to enforce any provision is not a waiver of future enforcement.

## 16. ATTORNEY'S FEES AND COSTS

In disputes arising under this Agreement, the prevailing party is entitled to recover attorney's fees, court costs, and related expenses.

## 17. CONSTRUCTION AND INTERPRETATION

The rule of construing ambiguities against the drafter is waived. This Agreement is considered equally drafted by both parties.

## 18. ASSIGNMENT

Neither party may assign or transfer rights or obligations without prior written consent, not unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Recipient:

---

Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Provider:

---

Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF SERVICES

[Insert detailed description of Services here.]