

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of January 1, 2026, by and between Acme Corporation

### Section 1. Definitions

- 1.1 "Services" means the consulting and software development services described in any Statement of Work executed
- 1.2 "Confidential Information" means any non-public information disclosed by either party to the other.
- 1.3 "Deliverables" means any work product created by Provider in the performance of Services.

### Section 2. Scope of Services

- 2.1 Provider shall perform the Services as described in one or more Statements of Work ("SOW") agreed to by both parties.
- 2.2 Each SOW shall specify the scope, timeline, and fees for the Services to be performed.

### Section 3. Payment Terms

- 3.1 Client shall pay Provider the fees set forth in each SOW within thirty (30) days of receipt of invoice.
- 3.2 Late payments shall accrue interest at a rate of 1.5% per month.
- 3.3 All fees are exclusive of taxes, which shall be the responsibility of Client.

#### Section 4. Intellectual Property

- 4.1 All Deliverables created by Provider shall be owned by Client upon full payment.
- 4.2 Provider retains ownership of all pre-existing intellectual property and general knowledge.
- 4.3 Provider grants Client a perpetual, non-exclusive license to use any Provider IP incorporated into Deliverables.

#### Section 5. Confidentiality

- 5.1 Each party agrees to hold the other party's Confidential Information in strict confidence.
- 5.2 Confidential Information shall not be disclosed to any third party without prior written consent.
- 5.3 This obligation of confidentiality shall survive termination of this Agreement for a period of three (3) years.

#### Section 6. Limitation of Liability

- 6.1 IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT.
- 6.2 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

#### Section 7. Termination

- 7.1 Either party may terminate this Agreement for convenience upon sixty (60) days written notice.
- 7.2 Either party may terminate immediately upon material breach that remains uncured for thirty (30) days after written notice.
- 7.3 Upon termination, Client shall pay for all Services performed through the effective date of termination.

#### Section 8. Governing Law

- 8.1 This Agreement shall be governed by the laws of the State of Delaware.
- 8.2 Any disputes shall be resolved through binding arbitration in Wilmington, Delaware.