Master Service Agreement

The Master Service Agreement(the "Agreement") is made and entered into as of [DATE] by and between Acme Corporation, a Delaware corporation with its principal place of business at 123 Main Street, Anytown, DE 12345 ("Customer"), and Beta Technologies, a California corporation with its principal place of business at 456 Elm Street, Anytown, CA 91234 ("Vendor").

1. Services

Vendor agrees to provide Customer with the following services(the "Services"):

- Software development
- Cloud computing services
- Technical support

2. Term and Termination

The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year, unless terminated earlier by either party upon thirty (30) days' of written notice of such breach.

3. Fees and Payment

Customer shall pay Vendor for the services at the following rates:

- Software Development: $100 per hour
- Cloud computing services: $1000 per month
- Technical support: $50 per hour

Customer shall pay Vendor's invoices within (30) days if receipt.

4. Intellectual Property
   All intellectual property created by Vendor in connection with the Services shall be the sole and exclusive property of the Vendor. Customer shall have a non-exclusive, royalty-free license to use such intellectual property in connection with its internal business operations.

5. Confidentiality
   Both parties agree to keep confidential all information disclosed to them by the other party in connection with this Agreement. Neither party shall disclose such confidential information to any third party without the prior written consent of the other party.

6. Limitation of Liability
   To the fullest extent permitted by law, neither party shall be liable to the other party for any indirect, incidental, special, or consequential damages, including lost profits, loss of data, or business interruption, arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages.

7. Governing Law

   This agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

8. Entire Agreement
   This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Severability

   If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

10. Waiver

   No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

11. Notices
   All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

   If to Customer: Acme Corporation 123 Main Street, Anytown, DE 12345

   If to Vendor: Beta Technologies 456 Elm Street, Anytown, CA 91234

   or to such other addresses as either party may designate in writing from time to time.

12. Counterparts

   This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

   Acme Corporation

   By:
   John Doe

   Title: CEO

   Beta Technologies

   By:
   Jane Smith

   Title: CTO