# **Master Services Agreement**

This Master Services Agreement (the "Agreement") is entered into on [DATE] by and between:

**MedSolutions Inc.** ("Service Provider"), a company incorporated under the laws of [STATE], with its principal place of business at [ADDRESS], and

**[CLIENT NAME]** ("Client"), a [ENTITY TYPE] organized under the laws of [STATE/COUNTRY], with its principal place of business at [ADDRESS].

## **1. Definitions**

1.1 "HealthSync" refers to the integrated healthcare management software designed to streamline patient records, appointment scheduling, billing, and telemedicine services for medium-sized clinics.

1.2 "Services" means the development, deployment, and support services related to HealthSync as further described in this Agreement and any associated Statement of Work.

## **2. Scope of Services**

2.1 Service Provider agrees to provide the Services to Client as outlined in this Agreement and any associated Statement of Work.

2.2 The specific details, deliverables, and timelines for the Services will be set forth in one or more Statements of Work, which shall be attached to and incorporated into this Agreement.

## **3. Term and Termination**

3.1 This Agreement shall commence on the date first written above and shall continue for a period of [DURATION], unless terminated earlier in accordance with the provisions herein.

3.2 Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

## **4. Payment Terms**

4.1 Client agrees to pay Service Provider for the Services in accordance with the payment schedule set forth in the applicable Statement of Work.

4.2 All invoices are due and payable within thirty (30) days of the invoice date.

4.3 Late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less.

## **5. Confidentiality**

5.1 Each party agrees to keep confidential all non-public information disclosed by the other party in connection with this Agreement, including but not limited to technical, financial, and business information.

5.2 Service Provider acknowledges that it may have access to protected health information (PHI) and agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations.

## **6. Intellectual Property Rights**

6.1 Service Provider retains all right, title, and interest in and to HealthSync, including all related intellectual property rights.

6.2 Client is granted a non-exclusive, non-transferable license to use HealthSync for its internal business purposes during the term of this Agreement.

6.3 Any custom developments or modifications made specifically for Client shall be owned by Client, subject to Service Provider's underlying intellectual property rights in HealthSync.

## **7. Warranties and Disclaimers**

7.1 Service Provider warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

7.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. Limitation of Liability**

8.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **9. Dispute Resolution**

9.1 Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

9.2 The arbitration shall take place in [CITY, STATE], and the laws of [STATE] shall govern this Agreement.

## **10. General Provisions**

10.1 Force Majeure: Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control.

10.2 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to a successor in interest in the event of a merger, acquisition, or sale of all or substantially all of its assets.

10.3 Entire Agreement: This Agreement, together with any associated Statements of Work, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

10.4 Amendments: No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10.5 Notices: All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, upon confirmation of receipt if sent by email, or three (3) days after being sent by certified mail, return receipt requested, to the addresses set forth above or to such other address as either party may specify in writing.

10.6 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the date first above written.

MedSolutions Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [NAME] Title: [TITLE]

[CLIENT NAME]