**MASTER SERVICE AGREEMENT (MSA)**

This Master Service Agreement ("Agreement") is entered into as of [Effective Date], by and between:

**Client:** [Full Legal Name], a [Entity Type] having its principal place of business at [Client Address] ("Client"),

**and**

**Service Provider:** [Full Legal Name], a [Entity Type] having its principal place of business at [Provider Address] ("Service Provider").

Each may be referred to herein as a "Party" and collectively as the "Parties."

**1. Purpose**

This Agreement establishes the general terms and conditions under which the Service Provider will provide services to the Client. Specific services, deliverables, and project requirements shall be defined in individual Statements of Work (“SOWs”), which shall incorporate the terms of this MSA by reference.

**2. Term and Renewal**

This Agreement shall commence on the Effective Date and remain in effect for an initial term of [Initial Term, e.g., one (1) year], unless terminated earlier in accordance with Section 18. It will automatically renew for successive terms of [Renewal Term, e.g., one (1) year] unless either Party provides written notice of non-renewal at least [number] days prior to the end of the current term.

**3. Scope of Services**

The Service Provider agrees to perform services as set forth in each SOW. Each SOW shall include:

* Description of services
* Project deliverables
* Timeline and milestones
* Assigned project teams
* Location of services
* Fees and payment terms

**4. Delivery and Performance**

Service Provider shall deliver the services in a professional and timely manner. Delivery timelines and responsibilities shall be outlined in each applicable SOW. Any changes to delivery must be mutually agreed upon in writing.

**5. Fees and Payment**

Client shall pay Service Provider the fees as outlined in each SOW. Unless otherwise stated:

* Payments are due within [number] days of invoice date.
* Late payments may incur a charge of [percentage]% per month or the maximum allowed by law.
* All payments shall be made in [Currency] via [Payment Method].

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**6. Insurance**

Service Provider shall maintain insurance coverage at levels sufficient to protect against all reasonably foreseeable risks arising from its obligations under this Agreement, including but not limited to general liability and professional liability insurance. Proof of insurance shall be provided to Client upon request.

**7. Taxes**

Each Party shall be responsible for its own taxes arising from income or operations. The Service Provider shall be solely responsible for any employment taxes associated with its personnel. If applicable, Client shall withhold taxes as required by law.

**8. Limitation of Liability**

To the fullest extent permitted by law, neither Party shall be liable for any indirect, incidental, special, or consequential damages. The total liability of either Party shall not exceed the total fees paid under this Agreement during the [12]-month period preceding the claim.

**9. Warranties and Replacements**

Service Provider warrants that services shall be performed with due care and in accordance with industry standards. If services are found to be defective, Service Provider shall promptly correct or replace such services at no additional cost to the Client.

**10. Indemnification**

Each Party agrees to indemnify and hold the other harmless from any claims, losses, liabilities, or damages arising out of its own gross negligence or willful misconduct, including third-party claims.

**11. Security**

Service Provider shall maintain a minimum security standard to protect Client data and project confidentiality. Details regarding information security protocols may be outlined in the applicable SOW.

**12. Confidentiality**

Each Party shall maintain the confidentiality of all non-public, proprietary, or confidential information disclosed by the other Party. This obligation shall survive the termination of this Agreement for a period of [2] years.

**13. Intellectual Property and Ownership**

Unless otherwise specified in the SOW:

* All intellectual property developed solely for the Client shall be the property of the Client.
* The Service Provider retains all rights to its pre-existing IP, and grants the Client a non-exclusive, non-transferable license to use such IP as needed for the project.

**14. Project Management**

Each Party shall designate a project manager to serve as the primary point of contact. Responsibilities for oversight, approvals, and communication shall be defined in each SOW.

**15. Communication and Notices**

All notices under this Agreement must be in writing and delivered via:

* Personal delivery
* Certified mail (return receipt requested)
* Email (with confirmation of receipt)
Addresses for notices are as stated at the beginning of this Agreement unless otherwise updated in writing.

**16. Dispute Resolution**

The Parties agree to attempt to resolve disputes amicably through negotiation. If unresolved, disputes shall be submitted to [mediation/arbitration] under the rules of [Mediation/Arbitration Body], conducted in [City, State/Country]. Governing law shall be that of the jurisdiction stated in Section 17.

**17. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of [Jurisdiction], without regard to its conflict of law provisions.

**18. Termination**

This Agreement may be terminated:

* By either Party with [30/60] days’ written notice
* For cause, if the other Party breaches any material term and fails to cure within [number] days of notice
Upon termination, the Client shall pay for all work completed up to the date of termination.

**19. Geographic Location**

All services will be performed at the location(s) specified in each SOW. The applicable local laws and regulations will govern the performance and compliance requirements.

**20. Miscellaneous**

* **Entire Agreement:** This MSA and all SOWs constitute the entire agreement between the Parties.
* **Amendments:** Must be in writing and signed by authorized representatives.
* **Severability:** If any provision is found unenforceable, the remainder shall remain in full force.
* **Force Majeure:** Neither Party shall be liable for delays caused by circumstances beyond its reasonable control.

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

**CLIENT**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Full Name]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICE PROVIDER**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Full Name]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MASTER SERVICE AGREEMENT (MSA) - SAMPLE**

This Master Service Agreement ("Agreement") is entered into as of **July 1, 2025**, by and between:

**Client:** **GreenTech Solutions Inc.**, a corporation incorporated under the laws of the State of California, having its principal place of business at **1234 Innovation Drive, San Jose, CA 95134** ("Client"),

**and**

**Service Provider:** **BrightLine Digital Services LLC**, a limited liability company registered in the State of Texas, having its principal place of business at **5678 Market Street, Austin, TX 78701** ("Service Provider").

Each may be referred to herein as a "Party" and collectively as the "Parties."

**1. Purpose**

This Agreement establishes the general terms and conditions under which BrightLine Digital Services LLC will provide digital marketing, web development, and consulting services to GreenTech Solutions Inc. Specific services and deliverables will be outlined in future Statements of Work (“SOWs”).

**2. Term and Renewal**

This Agreement shall commence on **July 1, 2025**, and shall remain in effect for an initial term of **two (2) years**, unless earlier terminated in accordance with Section 18. It shall automatically renew for successive **one (1) year** terms unless either Party provides written notice of non-renewal at least **sixty (60)** days prior to the end of the current term.

**3. Scope of Services**

Service Provider agrees to deliver digital strategy consulting, SEO services, social media management, and website optimization as detailed in each individual SOW. Each SOW shall include deliverables, timelines, fees, and team assignments.

**4. Delivery and Performance**

BrightLine Digital Services LLC shall deliver services in a professional manner in accordance with timelines defined in each SOW. Adjustments to delivery must be approved in writing by both Parties.

**5. Fees and Payment**

Client shall pay Service Provider fees as specified in each SOW. Unless otherwise stated:

* Invoices shall be issued monthly.
* Payment is due within **30 days** of invoice receipt.
* Late payments incur a **1.5%** monthly interest charge.
* Payments shall be made via **ACH transfer** to the bank account provided by the Service Provider.

**6. Insurance**

Service Provider shall maintain general liability insurance of not less than **$1,000,000 per occurrence** and professional liability insurance of **$500,000**. Certificates of insurance shall be provided upon request.

**7. Taxes**

Each Party is responsible for its own taxes. BrightLine Digital Services LLC shall be responsible for all employment-related taxes for its personnel. GreenTech Solutions Inc. will not withhold any taxes unless required by law.

**8. Limitation of Liability**

Neither Party shall be liable for indirect or consequential damages. The maximum aggregate liability of either Party under this Agreement shall not exceed **the total amount paid by Client in the preceding 12 months**.

**9. Warranties and Replacements**

Service Provider warrants that services shall be delivered in a workmanlike manner and conform to agreed specifications. Any nonconformity shall be corrected at no cost to the Client within **15 business days** of written notice.

**10. Indemnification**

Each Party shall indemnify, defend, and hold harmless the other from claims arising out of its own gross negligence, breach of this Agreement, or violation of applicable law.

**11. Security**

Service Provider shall implement reasonable administrative, technical, and physical safeguards to protect Client data. For example, multifactor authentication and data encryption shall be used for all project-related platforms.

**12. Confidentiality**

All confidential information shared under this Agreement must be kept confidential. Neither Party may disclose confidential information to third parties without prior written consent. Obligations survive for **2 years** after termination.

**13. Intellectual Property and Ownership**

All custom deliverables created under an SOW shall be the sole property of GreenTech Solutions Inc. Service Provider retains rights to any pre-existing materials or templates, licensed to Client on a non-exclusive basis.

**14. Project Management**

GreenTech Solutions Inc. designates **Natalie Hwang, Senior Marketing Manager**, as the primary point of contact. BrightLine Digital Services LLC designates **Derek Salazar, Account Director**, for the same purpose.

**15. Communication and Notices**

All notices shall be in writing and sent to:

**GreenTech Solutions Inc.**
Attn: Natalie Hwang
Email: natalie.hwang@greentech.com

**BrightLine Digital Services LLC**
Attn: Derek Salazar
Email: derek.salazar@brightlinedigital.com

**16. Dispute Resolution**

Any disputes shall first be resolved through good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration under the rules of the **American Arbitration Association (AAA)**, held in **San Jose, California**.

**17. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the **State of California**, without regard to its conflict of law principles.

**18. Termination**

This Agreement may be terminated by either Party with **30 days’ written notice**. It may also be terminated for cause if the other Party fails to cure a material breach within **15 days** of written notice. Upon termination, Client shall pay for all services rendered through the termination date.

**19. Geographic Location**

Services under this Agreement shall primarily be performed remotely, with periodic on-site visits at Client's headquarters in **San Jose, California**, as outlined in each SOW.

**20. Miscellaneous**

* **Entire Agreement:** This Agreement and its SOWs represent the entire understanding.
* **Amendments:** Must be in writing and signed by both Parties.
* **Severability:** Invalid provisions shall not affect the validity of the remainder.
* **Force Majeure:** Neither Party shall be liable for delays due to acts of God, natural disasters, or government restrictions.

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

**CLIENT**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Natalie Hwang
Title: Senior Marketing Manager
Date: July 1, 2025

**SERVICE PROVIDER**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Derek Salazar
Title: Account Director
Date: July 1, 2025