

Master Services Agreement

[Provider] & [Client]



Provider: Project Lavos LLC	Client: [Client Legal Name]
Effective Date: [Month DD, YYYY]	Term: [Initial Term, e.g. 12 months]

This Master Services Agreement (the “Agreement”) is entered into as of [Month DD, YYYY] (the “Effective Date”) by and between Project Lavos LLC, a Kentucky limited liability company with its principal place of business at [Provider Address] (“Provider”), and [Client Legal Name], a [State] [entity type] with its principal place of business at [Client Address] (“Client”). Provider and Client are each a “Party” and together the “Parties.”

This Agreement governs the overall relationship between the Parties. Specific engagements are described in one or more Statements of Work (each, an “SOW”) executed under this Agreement. In the event of a conflict between this Agreement and an SOW, this Agreement controls except where the SOW expressly states that it modifies a specific provision of this Agreement.

1 Parties

Provider is engaged in the business of [software development, digital strategy, and related professional services]. Client desires to retain Provider to perform certain services as set forth in one or more SOWs, and Provider desires to perform such services, in each case subject to the terms and conditions of this Agreement. Each Party represents that it has the full corporate or company power and authority to enter into this Agreement and that the individual signing on its behalf is duly authorized to do so.

2 Services

2.1 Scope

Provider shall perform the services described in each SOW (the “Services”). Each SOW shall reference this Agreement and shall describe, at minimum, the scope of work, deliverables, schedule or milestones, applicable fees, and any acceptance criteria. No SOW is binding until signed by both Parties.

2.2 Performance Standard

Provider shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards. Provider shall determine the method, details, and means of performing the Services, subject to the requirements of the applicable SOW.

2.3 Client Responsibilities

Client shall provide Provider with reasonable and timely access to the personnel, information, materials, systems, and approvals reasonably necessary for Provider to perform the Services. Provider’s obligations and timelines are contingent on Client meeting its responsibilities; delays caused by Client may result in corresponding adjustments to schedule and fees.

2.4 Change Orders

Any change to the scope of an SOW must be documented in a written change order signed by both Parties (a “Change Order”). A Change Order may adjust the deliverables, schedule, and fees. Provider is not obligated to perform out-of- scope work absent an executed Change Order.

3 Term & Renewal

3.1 Term

This Agreement begins on the Effective Date and continues for an initial term of [Initial Term, e.g. 12 months] (the “Initial Term”), unless earlier terminated in accordance with Section 9.

3.2 Renewal

Following the Initial Term, this Agreement automatically renews for successive periods of [Renewal Term, e.g. 12 months] each (each, a “Renewal Term”), unless either Party provides written notice of non-renewal at least [30] days before the end of the then-current term. The Initial Term and any Renewal Terms are collectively the “Term.”

3.3 Survival of SOWs

The expiration or termination of this Agreement shall not affect any SOW then in effect, which shall continue to be governed by the terms of this Agreement until such SOW is completed or separately terminated.

4 Fees & Payment

4.1 Fees

Client shall pay Provider the fees set forth in each applicable SOW. Unless an SOW states otherwise, fees are stated in U.S. dollars and are exclusive of applicable taxes.

4.2 Invoicing

Provider shall invoice Client as specified in the applicable SOW or, absent such specification, [monthly in arrears]. Each invoice is due and payable within [15] days of the invoice date (“Net [15]”).

4.3 Late Payment

Undisputed amounts not paid when due shall accrue interest at the lesser of [1.5]% per month or the maximum rate permitted by law, calculated from the due date until paid. Provider may suspend Services on [10] days’ written notice if any undisputed amount remains unpaid past its due date.

4.4 Expenses

Client shall reimburse Provider for reasonable, pre-approved out-of-pocket expenses incurred in performing the Services, supported by reasonable documentation.

4.5 Disputed Amounts

If Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion when due and provide written notice of the disputed portion within [10] days of the invoice date. The Parties shall work in good faith to resolve any dispute promptly.

5 Intellectual Property

5.1 Client Materials

Client retains all right, title, and interest in and to any materials, data, or content furnished by Client to Provider (“Client Materials”). Client grants Provider a limited, non-exclusive license to use Client Materials solely to perform the Services.

5.2 Deliverables

Subject to full payment of all amounts due under the applicable SOW, Provider assigns to Client all right, title, and interest in the deliverables specifically identified in that SOW and created for Client (the “Deliverables”), excluding the Provider Tools defined below.

5.3 Provider Tools

Provider retains all right, title, and interest in any methodologies, know-how, frameworks, libraries, templates, tools, and pre-existing or independently developed materials used or created in connection with the Services (“Provider Tools”), including any improvements to them. Provider grants Client a perpetual, non-exclusive, royalty-free license to use the Provider Tools solely to the extent incorporated into and necessary for Client’s use of the Deliverables.

5.4 Third-Party and Open-Source Materials

Deliverables may incorporate third-party or open-source components, which are licensed to Client under their respective license terms. Provider shall identify material third-party components on Client’s reasonable request.

6 Confidentiality

6.1 Definition

“Confidential Information” means non-public information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”) that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure.

6.2 Obligations

The Receiving Party shall (a) use Confidential Information solely to perform its obligations or exercise its rights under this Agreement, and (b) protect it using at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care.

6.3 Exclusions

Confidential Information does not include information that is or becomes public through no fault of the Receiving Party, was known to the Receiving Party without obligation of confidence before disclosure, is independently developed without use of the Confidential Information, or is rightfully received from a third party without restriction.

6.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided it gives reasonable prior notice (where legally permitted) so the Disclosing Party may seek protective treatment.

7 Warranties & Disclaimers

7.1 Mutual Warranties

Each Party warrants that it has the authority to enter into this Agreement and that its performance will not violate any other agreement to which it is a party.

7.2 Provider Warranty

Provider warrants that the Services will be performed in a professional and workmanlike manner. Client's exclusive remedy for breach of this warranty is re-performance of the deficient Services, provided Client gives written notice within [30] days of performance.

7.3 Disclaimer

Except as expressly stated in this Agreement, the Services and Deliverables are provided "as is," and Provider disclaims all other warranties, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8 Limitation of Liability

8.1 Exclusion of Indirect Damages

Neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages, or for any lost profits, revenue, or data, arising out of or related to this Agreement, even if advised of the possibility of such damages.

8.2 Cap on Liability

Each Party's total aggregate liability arising out of or related to this Agreement shall not exceed the total fees paid by Client to Provider under the applicable SOW during the [12] months preceding the event giving rise to the claim.

8.3 Exceptions

The limitations in this Section 8 do not apply to a Party's breach of its confidentiality obligations, a Party's indemnification obligations (if any in an SOW), or liability arising from gross negligence, willful misconduct, or amounts owed for Services rendered.

9 Termination

9.1 Termination for Convenience

Either Party may terminate this Agreement or any SOW for convenience on [30] days' prior written notice, provided that termination of this Agreement does not take effect until all active SOWs have expired, completed, or been terminated.

9.2 Termination for Cause

Either Party may terminate this Agreement or any SOW immediately on written notice if the other Party materially breaches this Agreement and fails to cure the breach within [15] days after receiving written notice of it.

9.3 Effect of Termination

On termination, Client shall pay Provider for all Services performed and non-cancelable expenses incurred through the effective date of termination. Each Party shall return or destroy the other Party's Confidential Information on request, subject to legal retention requirements.

9.4 Survival

Sections 4 (as to amounts accrued), 5, 6, 7, 8, 9, and 10, and any other provisions that by their nature should survive, shall survive the expiration or termination of this Agreement.

10 General

10.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in [Jefferson County], Kentucky.

10.2 Independent Contractor

Provider is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

10.3 Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all of its assets, on written notice.

10.4 Notices

All notices must be in writing and delivered to the addresses above (or as updated in writing) by personal delivery, nationally recognized courier, or email with confirmation of receipt. Notices are effective on receipt.

10.5 Force Majeure

Neither Party is liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control.

10.6 Severability & Waiver

If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable. No waiver is effective unless in writing, and no waiver of one breach waives any other.

10.7 Entire Agreement

This Agreement, together with all SOWs and Change Orders executed under it, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous understandings, whether written or oral. Any amendment must be in writing and signed by both Parties.

Signatures

The Parties have executed this Agreement as of the Effective Date.

PROVIDER
Project Lavos LLC

Signature

Name: [Authorized Signatory]
Title: [Member]
Date: [_____]

CLIENT
[Client Legal Name]

Signature

Name: [Authorized Signatory]
Title: [Title]
Date: [_____]