**MASTER SERVICES AGREEMENT**

This Master Services Agreement (referred to as the "**Agreement**") takes effect on [DATE] (the "**Effective Date**"), by and between [SERVICE PROVIDER NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its main office at [ADDRESS] ("**Service Provider**"), and [CUSTOMER NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed in [JURISDICTION OF ORGANIZATION] with its headquarters at [ADDRESS] ("**Customer**"). In this Agreement, the Service Provider and the Customer are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Service Provider possesses the capability and resources to deliver certain [CATEGORY OF SERVICES] services, and the Customer wishes to engage the Service Provider to provide these services in accordance with the terms and conditions outlined herein. The Service Provider agrees to perform these services as specified.

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows.

1. **SERVICES**
	1. The Service Provider agrees to provide the Customer with services (the "**Services**") and any deliverable materials (the "**Deliverables**") specified in one or more statements of work mutually agreed upon by the Parties (each referred to as a "**Statement of Work**"). The initial agreed-upon Statement of Work is attached as Exhibit A. Any additional Statements of Work, substantially in the form of Exhibit A, will be considered accepted and incorporated into this Agreement only once signed by the Service Provider's Contract Manager and the Customer's Contract Manager, appointed as per Sections 3 and 4.1 respectively. The Service Provider shall provide the Services and Deliverables:
		1. in accordance with the terms and conditions of this Agreement and any applicable Statement of Work;
		2. using personnel with the necessary skills, experience and qualifications;
		3. in a timely and professional manner; and
		4. consistent with [the highest professional/generally accepted industry standards] within the Service Provider’s field.
	2. The Services will be provided to the Customer on a non-exclusive basis. Accordingly, the Customer will be entitled to obtain services in the nature of the Services from persons other than the Service Provider, and the Service Provider will be entitled to provide similar services on behalf of and/or to other customers.
	3. In the event of any inconsistency or conflict between the provisions of this Agreement, the applicable Statement of Work and the other Exhibits, the following order of priority shall apply: (i) the applicable Statement of Work (to the extent such wording in the applicable Statement of Work applies to that Statement of Work only); (ii) the Exhibits; and (iii) this Agreement.
2. **PREREQUISITES**
	1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
	2. In particular, the Customer shall, upon request, promptly provide the Service Provider with all information, assistance, materials, and resources that the Service Provider may reasonably require from time to time in connection with the provision of Services and the performance of the Service Provider’s obligations under this Agreement.
	3. Each Party shall inform the other Party without undue delay of any difficulties encountered in the performance of the Agreement.
3. **SERVICE PROVIDER’S OBLIGATIONS**
	1. The Service Provider shall:
		1. appoint representatives, with written notice to the Customer, for the following roles: (i) a primary contact authorized to handle all matters related to this Agreement (the “**Service Provider Contract Manager**”); and (ii) a sufficient team of employees to carry out the Services listed in each Statement of Work. The names, positions, and relevant experience of these employees will be specified in the Statement of Work (collectively, the "**Provider Representatives**");
		2. avoid changes to the Provider Representatives unless: (i) with prior written notice to the Customer; (ii) at the Customer’s request, in which case the Service Provider will promptly appoint a replacement; or (iii) due to resignation, termination, or other incapacity of a Provider Representative;
		3. assign only qualified Provider Representatives to deliver the Services;
		4. adhere to all applicable laws and regulations in providing the Services;
		5. follow all material Customer policies and procedures, including any safety, security, and data protection requirements for Provider Representatives given access to Customer’s premises or systems (see Exhibit B);
		6. maintain accurate records related to the Services, including time and materials used. For the duration of this Agreement and for [NUMBER] years thereafter, upon written request, the Service Provider will allow the Customer to review these records and interview Provider Representatives, provided the Customer gives reasonable advance notice. Inspections will occur during regular business hours and not more than once per [PERIOD] with minimal business interruption; and
		7. act promptly in all aspects of performance under this Agreement.
	2. The Service Provider may engage subcontractors to assist with the performance of its Services with the prior written consent of the Customer. The Service Provider shall be solely liable for all acts and omissions of any subcontractors it engages and authorizes to perform the Services under this Agreement.
4. **CUSTOMER’S OBLIGATIONS**
	1. The Customer shall:
		1. designate in writing a primary contact for this Agreement (the “**Customer Contract Manager**”) to serve as its authorized representative for all matters related to this Agreement. This designation remains in effect until a successor is appointed at the Customer’s discretion;
		2. ensure the Customer Contract Manager responds promptly to reasonable requests from the Service Provider for any instructions, information, or approvals needed to provide the Services;
		3. cooperate with the Service Provider in performing the Services, including granting Provider Representatives necessary access to the Customer’s premises, employees, contractors, [computer systems,] and equipment;
		4. take any steps needed, including securing licenses or consents, to prevent delays caused by the Customer in the Service Provider’s performance of the Services;
		5. obtain and maintain all necessary licenses, permissions, regulatory approvals and consents, which may be required for the Customer’s receipt of the Services and/or Deliverables before or on the date on which the Services are to commence;
		6. comply with all applicable laws;
		7. pay any undisputed fees in consideration of the Services under the terms and conditions of the Agreement; and
		8. promptly provide the Service Provider with all information, assistance, materials, and resources that the Service Provider may require from time to time in connection with the supply of the Services and the performance of the Service Provider’s obligations under this Agreement.
5. **FEES AND EXPENSES**
	1. In return for the Services provided under this Agreement, the Customer shall pay the Service Provider the fee outlined in the applicable Statement of Work.
	2. The Customer will reimburse the Service Provider for all reasonable expenses incurred in line with the Statement of Work. Any expenses requiring preapproval must be authorized in writing by the Customer Contract Manager. Reimbursements are due within thirty (30) days of the Customer’s receipt of an invoice, along with receipts and supporting documentation that meet the Customer's standard expense policies (see Exhibit B). Any expenses not preapproved or not meeting the requirements of this Agreement or the Statement of Work will be the Service Provider's responsibility.
	3. The Service Provider will issue invoices [monthly in arrears/by the [NUMBER] day of each month/on the schedule outlined in the Statement of Work] for fees and expenses incurred. Unless otherwise specified, the Customer will pay all undisputed fees and expenses within [NUMBER] days of receiving an invoice with supporting documentation.
	4. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction, or withholding (except as required by law, such as tax withholding).
	5. If the Customer fails to pay any amount when due, they will pay interest on overdue amounts from the due date until payment is made. Interest will accrue daily [and be compounded [monthly/quarterly/annually]] at the lesser of: (i) [[1.5%/[FIXED RATE]] per month/[VARIABLE RATE] based on a 365-day year], or (ii) the highest rate allowed by applicable law.
	6. The Customer is responsible for all applicable taxes (such as VAT, sales tax, or excise tax) on payments under this Agreement. If the Service Provider pays any such taxes, they will invoice the Customer for reimbursement, subject to a valid tax invoice. The Customer will not, however, be responsible for any taxes on the Service Provider's income, property, or personnel.
6. **INTELLECTUAL PROPERTY RIGHTS**
	1. [All intellectual property rights worldwide, including copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, confidential information, trade dress, trade names, logos, corporate names, and domain names, together with associated goodwill, derivative works, and all other moral or intangible rights (collectively, "**Intellectual Property Rights**"), in all Deliverables shall be owned solely by the Customer. Where any Deliverable qualifies as a "work made for hire" under applicable law, it shall be treated as such for the Customer's benefit. The Service Provider hereby irrevocably assigns, and will ensure that its Provider Representatives also assign, to the Customer all rights, title, and interest globally in and to the Deliverables, including all Intellectual Property Rights, with no additional consideration. The Service Provider will further ensure that Provider Representatives irrevocably waive any moral rights they may hold in any jurisdiction with respect to the Deliverables, to the extent permitted by law.]

**OR**

* 1. [All intellectual property rights worldwide, including copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, confidential information, trade dress, trade names, logos, corporate names, and domain names, together with associated goodwill, derivative works, and all other moral or intangible rights, whether registered or unregistered, and any applications for such registrations (collectively, "**Intellectual Property Rights**"), in all documents, work products, and other materials delivered to the Customer under this Agreement or created by or on behalf of the Service Provider in the course of performing the Services, except for any Confidential Information of the Customer or materials provided by the Customer, shall be owned solely by the Service Provider. Notwithstanding the foregoing, the Service Provider grants to the Customer a personal, non-exclusive, irrevocable, non-transferable, royalty-free license to use such Deliverables for the purposes agreed in the Statement of Work.]
	2. Where the Customer provides the Service Provider with any materials and/or tools under this Agreement for the provision of the Services and/or the performance of the Service Provider’s obligations under this Agreement, the Customer grants to the Service Provider a personal, non-exclusive, royalty-free, revocable, non-sublicensable and non-transferable license to use such materials and/or tools.
	3. Notwithstanding this Section 6, each Party shall retain ownership of any Background Materials. For the purposes of this Agreement, “**Background Materials**” means all Intellectual Property Rights that are owned or licensed to either Party prior to the earlier of: (i) the Effective Date of this Agreement; (ii) the commencement of the Services; or (iii) developed by that Party during the duration of, but outside the scope of, this Agreement and any Statement of Work.
1. **INTELLECTUAL PROPERTY INDEMNITIES**
	1. The Service Provider will indemnify any claim brought by a third-party against the Customer to the extent that the third-party asserts, with substantiating evidence, that the Customer’s authorized use of the Deliverables in full compliance with this Agreement and the applicable Statement of Work directly infringes that third-party’s Intellectual Property Rights. The Service Provider will pay those costs and damages finally awarded against the Customer and effectively borne by the Customer that are solely and directly attributable to such claim, or those costs and damages agreed to in a monetary settlement of such claim.
	2. Such indemnification under Section 7.1 is only due by the Service Provider if the Customer: (i) has promptly informed the Service Provider in writing of the existence of such claim; (ii) has allowed the Service Provider to have sole control of the defense and any negotiations for a settlement; and (iii) actively collaborates in good faith with the Service Provider, at its request, for the defense or amicable settlement of the dispute.
	3. If a claim or potential claim is to be brought against the Customer as a result of using the Deliverables, or if the Service Provider believes that may be the case, the Customer agrees that the Service Provider may, at its sole option and expense: (i) procure for the Customer the right to continue to use the Deliverables; (ii) replace or modify the elements in question to remove the grounds for such claim(s); or (iii) terminate this Agreement and provide the Customer with a prorated refund of any fees for the infringing portion of the Deliverables, as mutually agreed in writing between the Parties.
	4. Notwithstanding Section 7.1, the Service Provider will have no obligation or liability under this Section 7 or otherwise with respect to any indemnification, cost, claim, or proceeding to the extent that: (i) it would not have been incurred or suffered but for any breach of this Agreement, unauthorized act, omission, or misuse of the Deliverables (including but not limited to the Customer failing to comply with the provisions of the Agreement, the applicable Statement of Work or any other guidance and/or instructions issued by the Service Provider to the Customer); (ii) it would not have been incurred or suffered but for any use of the Deliverables made after the commencement of the claim or proceeding, or if earlier, after the Customer becomes aware of the alleged infringement.
	5. Sections 7.1-7.4 state the Service Provider’s entire liability and the Customer’s sole remedy regarding the infringement of any third-party’s Intellectual Property Rights and/or any other proprietary right arising from this Agreement, which the Customer expressly acknowledges and accepts.
	6. Where the Customer provides the Service Provider with any materials and/or tools under this Agreement, the Customer shall indemnify, defend, and hold harmless the Service Provider from and against all liabilities, costs, expenses, damages, and losses (including all reasonable professional costs and expenses) suffered, incurred, or paid by the Service Provider in connection with any claim brought by a third-party against the Service Provider that such materials and/or tools infringe such third-party’s Intellectual Property Rights.
2. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 8; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 8, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
3. **DATA PROTECTION**
	1. The Service Provider shall at all times comply with the provisions and obligations imposed by all applicable laws and regulations relating to the collection, storage, processing and transfer of data relating to natural persons (collectively, “**Data Protection Laws**”). To the extent that the Service Provider receives from, or processes on behalf of, the Customer any data relating to natural persons (“**Personal Data**”) that is subject to applicable Data Protection Laws, the Service Provider shall:
		1. process, store, transfer and disclose such Personal Data only for purposes of performing the Services and only in accordance with the Customer’s instructions;
		2. implement technical and organizational measures sufficient to secure such Personal Data against inadvertent disclosure or loss and unauthorized access;
		3. ensure that access to such Personal Data is restricted to only those Provider Representatives, including subcontractors, who require such access to perform the Services;
		4. ensure the requirements of this Section 9.1 are included in any agreements with subcontractors who will have access to the Personal Data in connection with their subcontracted Services;
		5. strictly comply with all requirements of Data Protection Laws concerning the transfer of Personal Data across national and regional borders;
		6. inform the Customer promptly, and in any event within twenty-four (24) hours, of any data security breach or unauthorized or inadvertent disclosure of Personal Data;
		7. take all other steps reasonably required to assist the Customer in complying with its obligations under any applicable Data Protection Laws; and
		8. indemnify, defend, and hold harmless Customer against any and all claims or losses arising out of or resulting from any third-party claim arising out of or resulting from the Service Provider's negligent, knowing, or willful failure to comply with all applicable Data Protection Laws.
4. **REPRESENTATIONS AND WARRANTIES**
	1. The Service Provider represents and warrants to the Customer that:
		1. it will perform the Services using personnel with the necessary skills, experience, and qualifications, in a professional manner, and following recognized industry standards for similar services;
		2. it will allocate sufficient resources to meet its obligations under this Agreement;
		3. to the best of the Service Provider's knowledge, neither the Services, the Deliverables, nor the Customer's use of them will infringe any Intellectual Property Rights, including patents, copyrights, or trademarks, of any third-party;
		4. as of the Effective Date, there are no known claims, lawsuits, or other legal proceedings against the Service Provider by any third-party for alleged violations of Intellectual Property Rights; and
		5. the Services and Deliverables will meet the specifications and requirements set forth in this Agreement and in any applicable Statement of Work, for a period of [30 days/other specified duration] after delivery or acceptance by the Customer.
	2. Each Party represents and warrants to the other that:
		1. it has the necessary right, power, and authority and has taken or will take all actions required to execute, deliver, and exercise its rights and perform its obligations under this Agreement; and
		2. fulfilling its obligations under the Agreement constitutes binding obligations according to its terms and will not result in: (i) a breach of, or default under, any agreement or instrument to which it is a Party or any commitment by which it is bound; or (ii) violation of any applicable law, order, judgment, decree, or undertaking given to any court or government authority.
	3. The Service Provider makes no warranty, express or implied, regarding the results the Customer may achieve from using the Deliverables, nor any warranty of merchantability or fitness for a particular purpose or use. Except as otherwise stated in this Agreement, the Deliverables are provided “as is” and cannot, under any circumstances, be relied upon by the Customer.
	4. All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are expressly excluded from this Agreement.
5. **TERM AND TERMINATION**

This Agreement is effective from and including the Effective Date and shall continue unless terminated in accordance with Section 12.

1. **TERMINATION**
	1. Either Party may terminate this Agreement or any applicable Statement of Work immediately (or with a notice period chosen by the terminating Party) by providing written notice to the other Party if the other Party:
		1. is in material or persistent breach of any obligations under this Agreement or the applicable Statement of Work and, if the breach can be remedied, fails to do so within thirty (30) days (or any extended period mutually agreed in writing) after receiving written notice of the breach from the terminating Party;
		2. is unable to pay its debts when they become due;
		3. becomes insolvent, or an order is issued, or a resolution passed for its administration, winding-up, or dissolution (other than for a solvent merger or restructuring); or
		4. has an administrator, receiver, trustee, liquidator, or similar officer appointed over all or a substantial part of its assets, or enters into or proposes any arrangement or composition with its creditors generally.
	2. In addition, either Party may terminate this Agreement upon the completion of all Services specified in the applicable Statement of Work. For clarity, “completion of all Services” means that all obligations, Deliverables, and duties outlined in the applicable Statement of Work have been fulfilled, unless waived by the other Party. The Party seeking to terminate under this provision shall give the other Party at least sixty (60) days’ written notice, specifying the termination’s effective date.
2. **CONSEQUENCES OF TERMINATION**
	1. Termination of an individual Statement of Work in accordance with this Agreement by either Party will not terminate this Agreement as a whole, nor will it terminate any other Statement of Work in effect between the Parties at that time, which will remain in full force and effect unless and until otherwise terminated.
	2. Upon the date of termination or expiry of this Agreement for any reason whatsoever:
		1. all Services shall terminate;
		2. no additional Statement of Work may be entered into between the Parties;
		3. all outstanding Statements of Work will continue in effect (unless a Party, at its sole discretion, elects otherwise and notifies the other Party in writing), and this Agreement will continue to govern any such Statement of Work;
		4. the Service Provider will be entitled to invoice all fees incurred but not yet billed in relation to the Services, including those Services the Service Provider had prepared resources to perform but will no longer provide due to termination. These fees shall be paid by the Customer per the payment terms defined in Section 5;
		5. all undisputed fees incurred before the date of termination or expiry shall be paid by the Customer;
		6. any provision that expressly or implicitly continues after the expiration or termination of this Agreement will remain in effect; and
		7. all other rights and obligations will immediately cease, without prejudice to any rights, obligations, claims (including claims for damages for breach), and liabilities that have accrued before the date of termination or expiry.
	3. Within twenty (20) calendar days after the date of termination or expiry, except as required by applicable law:
		1. the Recipient shall stop using the Discloser’s Confidential Information;
		2. all Confidential Information (including copies and extracts), along with any other property or materials shared by the Discloser, in the Recipient’s possession or control shall be returned to the Discloser or, at the Discloser’s request, destroyed or rendered unreadable; and
		3. the Recipient shall destroy or permanently erase (if technically feasible without incurring excessive expense or undue effort) all records and documents (in any format) created by or for it that use, relate to, or are based on any Confidential Information of the Discloser.
	4. Notwithstanding the above, the Discloser acknowledges that the Recipient may retain Confidential Information and/or records required to comply with any applicable law, regulatory authority, internal procedure, or for insurance, accounting, or tax purposes. Confidential Information retained for these reasons shall not be used in the ordinary course of business or for any commercial purpose, must be stored in an encrypted, non-production environment, and will remain subject to the confidentiality obligations herein for as long as it is retained. Section 8 will continue to apply to retained Confidential Information and records, which may only be used for these specified purposes.
3. **LIMITATION OF LIABILITY**
	1. IN NO EVENT SHALL [SERVICE PROVIDER/EITHER PARTY] BE LIABLE TO [CUSTOMER/THE OTHER PARTY] OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT [SERVICE PROVIDER/SUCH PARTY] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
	2. IN NO EVENT SHALL THE SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED [[TWO (2)/[OTHER NUMBER]] TIMES] THE AGGREGATE AMOUNTS PAID [OR PAYABLE] TO SERVICE PROVIDER [PURSUANT TO THIS AGREEMENT/PURSUANT TO THE APPLICABLE STATEMENT OF WORK/IN THE [NUMBER] [YEAR/MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM].
	3. THE LIMITATIONS [AND EXCLUSIONS] SET OUT IN THIS SECTION 14 SHALL NOT APPLY TO:
		1. DAMAGES OR LIABILITIES ARISING FROM:
			1. [A [MATERIAL] BREACH OF SECTION[S] [NUMBERS];]
			2. [THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTIONS 7.1 AND 9.1.8;]
			3. [PERSONAL INJURY OR DEATH/DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY/ PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY] CAUSED BY [THE SELLER'S/THE CUSTOMER'S/EITHER PARTY'S] [[GROSSLY] NEGLIGENT ACTS OR OMISSIONS/WILLFUL MISCONDUCT/[GROSSLY] NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT] [./; OR]
			4. [THE [[GROSSLY] NEGLIGENT ACTS OR OMISSIONS/WILLFUL MISCONDUCT/[GROSSLY] NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT] OF [THE SELLER/THE CUSTOMER/EITHER PARTY] IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.]
4. **INDEPENDENT CONTRACTORS**
	1. The Parties are independent contractors under this Agreement. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, employment, or fiduciary relationship between the Parties. Neither Party, by virtue of this Agreement, has any right, power, or authority to act on behalf of or bind the other Party in any way.
	2. Any individuals employed or engaged by either Party in connection with the Services will be that Party’s employees or contractors. Each Party is responsible for the actions of its employees and contractors under this Agreement and will be solely responsible for their supervision, daily direction, wage rates, tax withholdings, provision of unemployment and disability benefits, and the manner and means by which work under this Agreement will be performed.
5. **FORCE MAJEURE**
	1. If a Force Majeure Event occurs, the Party affected will:
		1. as soon as reasonably practicable after becoming aware of the Force Majeure Event, give the other Party notice of the occurrence, anticipated duration, and impact of the Force Majeure Event;
		2. use commercially reasonable endeavors, without being required to incur additional expenses, to mitigate the effects of the Force Majeure Event, and to ensure that the Force Majeure Event comes to an end; and
		3. continue to perform all its obligations under this Agreement, the performance of which are not affected by the Force Majeure Event.
	2. For the purposes of this Agreement, “**Force Majeure Event**” means any event or occurrence not within a Party’s reasonable control, including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority, including, without limitation, imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, loss of electrical power, loss of telephone, internet or wide area network, as well as other similar infrastructure and/or material shortages.
6. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Hawaii, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Hawaii, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **NOTICES**
	1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English Language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address. For the purposes of this Agreement, “**Business Day**” means a day that is not a Saturday, Sunday or public or bank holiday in [INSERT].
	2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 18:

|  |  |
| --- | --- |
|  **For [INSERT PARTY]:** |  |
|  Address: | [INSERT] |
|  Email addresses: | [INSERT] |
|  For the attention of: | [INSERT] |
|  |  |
|  **For [INSERT PARTY]:** |  |
|  Address: | [INSERT] |
|  Email address: | [INSERT] |
|  For the attention of:  | [INSERT] |

* 1. Any notice given in accordance with Section 18.1 will be deemed to have been served: (i) if given as set out in Section 18.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 18.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
	2. For the purposes of this Section 18, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 18.2 and references to Business Days are to normal working days in the territory in which such address is situated.
	3. To provide service of a notice it will be sufficient to prove that the provisions of this Section 18 were complied with.
1. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, representations, and warranties, whether written or oral.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **COSTS**

Except where otherwise specified in this Agreement or agreed in writing by the Parties, each Party shall bear its own costs, fees, and expenses related to the negotiation, preparation, and execution of this Agreement.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

1. **ASSIGNMENT AND SUBCONTRACTING**

Neither Party shall transfer, assign, novate, subcontract or otherwise dispose of any or all its rights and/or obligations under this Agreement without the prior written consent of the other Party.

1. **RIGHTS OF THIRD PARTIES**

Except as expressly provided in this Agreement, a person who is not a Party to this Agreement shall not have any rights to enforce any term of this Agreement.

1. **WAIVERS**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **LANGUAGE**

In the event this Agreement is translated into a language other than [LANGUAGE], the [LANGUAGE] version shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

 [NAME OF PARTY]

 By:

 Name:

 Title:

[NAME OF PARTY]

 By:

 Name:

 Title:

**EXHIBIT A**

**STATEMENT OF WORK**

[KEY ELEMENTS OF SERVICES TO BE PROVIDED, PROJECT MILESTONES, TIMING REQUIREMENTS, COMPLETION STANDARDS, FEE SCHEDULES, ACCEPTANCE TESTING PROCEDURES, AND OTHER IMPORTANT ITEMS].

**EXHIBIT B**

**CUSTOMER POLICIES**

[LIST OF APPLICABLE CUSTOMER POLICIES]