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| C:\Users\DTollen\My ShareSync\Law Practice\Tech Contracts Academy\Admin\Identity\Logo\TCA_TM Logo_FINAL\PNG\Tech-Contracts-Academy-Logo_TM_Color_FINAL.png  <https://TechContracts.com/> | **THE TECH CONTRACTS HANDBOOK**  **Cloud Computing Agreements, Software Licenses, and Other IT Contracts for Lawyers and Businesspeople**  Second Edition  **by David W. Tollen**  (ABA Publishing - Intellectual Property Law Section of the American Bar Association; 2015) |

***Form Contract***

**IT Master Services Agreement**

***Professional Services; Multiple Statements of Work; Ink Signature; Balanced between Customer and Vendor***

*You may use the form contract below subject to the “Terms of Use” posted at* [*https://techcontracts.com/terms-of-use-and-privacy-policy/*](https://techcontracts.com/terms-of-use-and-privacy-policy/)*. In addition to the Terms of Use, PLEASE READ THE FOLLOWING DISCLAIMER BEFORE USING THE FORM CONTRACT:*

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*Note that this document uses Microsoft Word multi-level bullets/numbering for section numbers and cross-referencing features for section references.*

*Please delete all text above the following dotted line, as well as the line itself and the page-break following it, before using this form.*

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**INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT**

This Information Technology Master Services Agreement (this “Agreement”) is by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose principal place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) and \_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose principal place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”). This Agreement includes any current or future statement of work on the form attached here to as *Attachment A* and executed by each party (any “SoW”), and all such documents are incorporated by this reference.

Vendor provides information technology professional services related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties have agreed that Vendor will provide such professional services as the parties may agree, now and pursuant to future statements of work. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **PROFESSIONAL SERVICES.** 
   1. Provision of Professional Services. Vendor shall provide the services set forth in each SoW (“Professional Services”), and Customer shall provide any assistance and cooperation necessary or convenient to facilitate the Professional Services, or called for in an SoW. Vendor may employ subcontractors in the provision of Professional Services, but Vendor will be responsible and liable for such subcontractors’ acts and omissions related to this Agreement.
   2. Deliverables.
      1. *Acceptance & Rejection*. Software or other deliverables created pursuant to Professional Services (“Deliverables”) will be considered accepted (“Acceptance”) (i) when Customer provides Vendor written notice of acceptance or (ii) \_\_\_ days after delivery, if Customer has not first provided Vendor with written notice of rejection. Customer may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SoW and only via written notice setting forth the nature of such deviation. In the event of such rejection, Vendor shall correct the deviation and redeliver the Deliverable within \_\_\_ days. After redelivery pursuant to the previous sentence, the parties shall again follow the acceptance procedures set forth in this Subsection 1.2(a). This Subsection 1.2(a), in conjunction with Customer’s right to terminate for material breach where applicable, sets forth Customer’s only remedy and Vendor’s only liability for failure of Deliverables.
      2. *License to Deliverables*. Effective upon Acceptance of each Deliverable, Vendor grants Customer a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for Customer’s internal business purposes, provided Customer complies with the restrictions set forth below in Subsection 1.2(c).
      3. *Restrictions on Deliverables Rights*. Customer shall not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). Vendor retains ownership of all Deliverables, and Customer receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.2(b) above.
2. **PAYMENT.**
   1. Fees & Reimbursement. Customer shall: (a) pay Vendor the fees as set forth in each SoW; and (b) reimburse such expenses as Vendor reasonably incurs in provision of Professional Services. Amounts listed in SoW’s are estimates of Professional Services fees and will not be binding, except to the extent that the SoW specifically provides to the contrary. Vendor will not be required to refund fees under any circumstances.
   2. Taxes. Amounts due under this Agreement are payable to Vendor without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay Vendor the withheld or deducted amount. However, the preceding two sentences do not apply to taxes based on Vendor’s net income.
3. **CONFIDENTIAL INFORMATION.**  “Confidential Information” refers to the following items one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any document Discloser marks “Confidential”; (b) any information Discloser orally designates as “Confidential” at the time of disclosure, provided Discloser confirms such designation in writing within \_\_ business days; (c) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser’s valuable trade secrets.
   1. Nondisclosure*.* Recipient shall not use Confidential Information for any purpose other than to facilitate the Professional Services (the “Purpose”). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 3; and (b) shall not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser’s expense.
   2. Injunction. Recipient agrees that breach of this Article 3 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
   3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate \_\_\_\_\_\_\_\_\_\_\_ after the date of disclosure; provided that such obligations related to Confidential Information constituting Discloser’s trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
   4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.
   5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
      1. *Immunity*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
      2. *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.
4. **REPRESENTATIONS & WARRANTIES.** 
   1. From Vendor re Services & Function. Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that the Deliverables will conform to their specifications set forth in the applicable SoW for a period of \_\_\_\_\_ following Acceptance (as defined in Subsection 1.2(a) above). In the event of a breach of either warranty in this Section 4.1, Vendor, at its own expense, shall promptly re-perform the Professional Services or repair and redeliver the Deliverable in question. The preceding sentence, in conjunction with Customer’s right to terminate this Agreement for breach where applicable, states Customer’s sole remedy and Vendor’s entire liability for breach of the warranty in this Section 4.1.
   2. From Vendor re IP. Vendor represents and warrants that no Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Vendor’s employees and contractors. In case the use of any portion of a Deliverable is enjoined, Vendor shall, at its own expense: (a) procure for Customer the right to continue use of the Deliverable; (b) replace the Deliverable with a non-infringing version of comparable functionality; or (c) issue a full refund of fees paid pursuant to such Addendum, in which case Customer shall cease all use of the Deliverable. The preceding sentence, in conjunction with Customer’s right to terminate this Agreement for breach where applicable, states Customer’s sole remedy and Vendor’s entire liability for breach of the warranty in this Section 4.2.
   3. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
   4. Warranty Disclaimers. Except as set forth above in this Article 4, VENDOR PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.
5. **INDEMNIFICATION.**
   1. From Vendor. Vendor shall defend and indemnify Customer and Customer’s Associates (as defined below in Section 5.3) against any “Indemnified Claim,” meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Vendor or of any of its agents, subcontractors, or employees. Vendor’s obligations set forth in Subsection 5.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) Customer’s breach of this Agreement; (ii) revisions to the Deliverable made without Vendor’s written consent; (iii) Customer’s failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) Vendor’s design or modification of the Deliverable in compliance with specifications provided by Customer; or (v) use of the Deliverable in combination with hardware or software not provided by Vendor.
   2. From Customer. Customer shall indemnify and defend Vendor and Vendor’s Associates (as defined below in Section 5.3) against any “Indemnified Claim,” meaning any third party claim, suit, or proceeding arising out of or related to: (a) Customer's alleged or actual use of, misuse of, or failure to use a Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 5.2(a) above include, without limitation: (i) claims by or Customer’s employees, contractors, or other users (collectively, “Users”); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 5.2(a) do not include any claim that would constitute an Indemnified Claim pursuant to Section 5.1(a) above.
   3. Litigation & Additional Terms. The obligations of the indemnifying party (“Indemnitor”) pursuant to Section 5.1 or 5.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor’s expense and payment of judgments; and (b) will be excused to the extent that the other contracting party’s (“Indemnified Party’s”) or any of such Indemnified Party’s Associates’ failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party’s “Associates” are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)
   4. IP Remedies. In the event use of a Deliverable is enjoined as a result of intellectual property infringement, Vendor, at its own expense, shall promptly take the following actions: (a) secure for Customer the right to continue using the Deliverable; (b) replace or modify the Deliverable to make it noninfringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (c) refund \_\_% of the licensee fee paid for the Deliverable for every month remaining in \_\_\_\_\_\_\_\_, in which case Vendor may terminate any or all Customer licenses to the Deliverable granted in this Agreement and require return or destruction of copies thereof.
6. **LIMITATION OF LIABILITY.**
   1. Dollar Cap. VENDOR’S CUMULATIVE LIABILTY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED $\_\_\_\_\_\_.
   2. Excluded Damages. IN NO EVENT WILL VENDOR BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
   3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 6 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 6, Vendor’s liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor’s liability limits and other rights set forth in this Article 6 apply likewise to Vendor’s affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.
   4. Exclusions. This Article 6 does not apply to claims pursuant to Article 3 (*Confidential Information*) or Article 5 (*Indemnification*) of this Agreement.
7. **TERM & TERMINATION.**
   1. Term. The term of this Agreement will commence on the Effective Date and continue for the period set forth in any outstanding SoW.
   2. Termination for Cause. Either party may terminate this Agreement for the other’s material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
   3. Termination for Convenience. Customer may terminate this Agreement for convenience upon \_\_ days’ advance written notice. On the date of such termination, Customer shall pay Vendor the early termination fee set forth in the SoW or, if none, \_\_ % of the fees for Professional Services not yet performed.
   4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 1.2(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 4.4 (*Warranty Disclaimers*), 5 (*Indemnification*), 6 (*Limitation of Liability*), and 8.2 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.
8. **MISCELLANEOUS.**
   1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other’s behalf. The parties agree that no Vendor employee or contractor is or will be considered an employee of Customer.
   2. Feedback. Nothing in this Agreement or in the parties’ dealings arising out of or related to this Agreement will restrict Vendor’s right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 3 (*Confidential Information*) governs Feedback that constitutes Customer’s Confidential Information. Notwithstanding the provisions of Section 3 (*Confidential Information*), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to Vendor or its products or services. (“Feedback” refers to any suggestion or idea for improving or otherwise modifying any of Vendor’s products or services.)
   3. Notices. Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by e-mail with written confirmation of receipt, or by certified mail return receipt requested.
      1. *For Vendor*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
      2. *For Customer*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   4. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party’s reasonable control.
   5. Assignment & Successors. Vendor may not assign this Agreement or any of its rights or obligations hereunder without Customer’s express written consent. Except to the extent forbidden in this Section 8.5, this Agreement will be binding upon and inure to the benefit of the parties’ respective successors and assigns.
   6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
   7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
   8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties’ rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of \_\_\_\_\_\_\_\_\_\_ [city or county], \_\_\_\_\_\_\_\_\_ [state]. This Section 8.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
   9. Conflicts. In the event of any conflict among the attachments to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SoW, with more recent SoW’s taking precedence over later ones.
   10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
   11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
   12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
   13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CUSTOMER** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (print) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (print) |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ATTACHMENT A  
Statement of Work Form**

**STATEMENT OF WORK NUMBER \_\_\_\_  
To Information Technology Master Services Agreement**

**Project Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Statement of Work Number \_\_ (this “SoW”) is entered into pursuant to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date] Information Technology Master Services Agreement (the “Agreement”) by and between \_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”).

This SoW is incorporated into the Agreement. In the event of any conflict with this SoW, the main body of the Agreement will govern. The provisions of this SoW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SoW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor shall provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, or include reference to specifications attached to this SoW.]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II. Customer Cooperation. Customer shall reasonably cooperate with Vendor in the provision of services and shall provide the following assistance to Vendor: [Insert description of Customer responsibilities, or insert “N/A” if not applicable.]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

III. Payment. Customer shall pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IV. Additional Provisions. In addition, the parties agree as follows: [Insert termination date or other additional terms or “N/A” if not applicable.]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This SoW is effective as of the latest date of execution set forth below.

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CUSTOMER** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (print) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (print) |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |