

# MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the Effective Date between Client ("Client") and Provider ("Provider"). This Agreement governs the provision of services, ownership of deliverables, and allocation of rights between the parties.

## **1. Scope of Services**

Provider shall perform services as described in one or more Statements of Work agreed by the parties.

## **2. Work Product and Ownership**

All deliverables created under this Agreement shall be deemed "work made for hire." To the extent not deemed work made for hire, Provider hereby assigns all right, title, and interest to Client.

## **3. License to Pre-Existing Materials**

Provider retains ownership of its pre-existing materials but grants Client a perpetual, worldwide, royalty-free license to use such materials as incorporated in the deliverables.

## **4. Confidentiality**

Each party agrees to maintain the confidentiality of non-public, proprietary, or sensitive information disclosed in connection with this Agreement.

## **5. Representations and Warranties**

Provider represents that it has the right to provide the services and that deliverables will not infringe third-party rights.

## **6. Term and Termination**

This Agreement shall remain in effect until terminated by either party upon written notice.

## **7. Governing Law**

This Agreement shall be governed by the laws of the applicable jurisdiction.

## **8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

