MASTER SERVICE AGREEMENT

For [services]

MSA no.	Effective date	Place

Service provider	Client
Name	Name
CIN	CIN
Registered office	Registered office
Signing for it	Signing for it

1. How this agreement works

This agreement sets the terms on which the Provider will perform services for the Client. Each piece of work is ordered by a statement of work (SOW) signed by both parties, which refers to this agreement and sets the scope, deliverables, timeline, team and fees. Each SOW forms a separate contract on the terms of this agreement. An SOW may change a term of this agreement only for that SOW, and only if it names the clause it changes.

2. Order of precedence

If documents conflict, they apply in this order: (a) a clause of an SOW that expressly names the clause of this agreement it changes; (b) this agreement; (c) the rest of the SOW; (d) any purchase order, whose pre-printed terms do not apply.

3. Change control

Either party may ask for a change to an SOW in writing. The Provider will reply within [number] Business Days with the effect on scope, timeline and fees. No change binds either party until a change order is signed by both.

4. Fees and payment

Fees are as set in each SOW, on a fixed-price, milestone or time-and-materials basis, exclusive of GST, which is charged at the rate in force on the date of each invoice. Invoices are payable within [number] days. The Client may withhold only the disputed part of an invoice, if it gives written reasons within [number] days. Rates for time and materials may be revised once a year on [number] days' notice, by no more than [number]%.

5. Acceptance

Each deliverable is tested against the acceptance criteria in its SOW. The Client will accept it or list the failures within [number] Business Days of delivery; if it does neither, the deliverable is accepted. The Provider will fix listed failures and re-deliver.

6. Intellectual property

On payment in full, the Client owns the deliverables created specifically for it under an SOW. The Provider keeps its pre-existing tools, libraries and know-how, and grants the Client a perpetual, non-exclusive licence to use those parts of them built into the deliverables. Open-source components are used under their own licences, listed in the SOW.

7. Confidentiality and data protection

Each party keeps the other's confidential information secret for the term and [number] years after. Where the Provider processes personal data for the Client, it acts only on the Client's documented instructions, keeps the data secure, tells the Client of any personal data breach within [number] hours, and helps the Client meet its duties under the Digital Personal Data Protection Act, 2023.

8. Warranties

The Provider warrants that the services will be performed with reasonable skill and care by qualified people, and that each deliverable will meet its acceptance criteria for [number] days after acceptance. Its only obligation under this warranty is to fix the defect or, if it can't, refund the fees for the defective deliverable.

9. Limitation of liability

Neither party is liable for loss of profit, revenue or data, or for indirect loss. Each party's total liability under this agreement and all SOWs in any 12 months is limited to [liability cap]. The cap does not apply to unpaid fees, breach of confidentiality or data protection, infringement of the other's intellectual property, or fraud.

10. Indemnity

The Provider will defend and indemnify the Client against third-party claims that a deliverable infringes their intellectual property, unless the claim arises from the Client's materials or changes. Each party will indemnify the other against claims caused by its breach of clause 7.

11. Term and termination

This agreement runs for [number] years from the effective date and renews for further periods of [number] year unless either party gives notice of non-renewal [number] days before the end of a period. Either party may end an SOW or this agreement on [number] days' notice, or at once for material breach not remedied within [number] days. SOWs in progress continue on these terms until they end, unless ended themselves.

12. Non-solicitation

For the term and [number] months after, neither party will solicit for employment any person of the other who worked on an SOW, without consent. General advertisements don't count.

13. Governing law and disputes

This agreement is governed by the laws of India. Disputes go to the parties' [first level, for example the project leads], then their [second level, for example the directors], each for [number] days, and then to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996, seated in [city], in English.

14. General

Notices are given in writing to the addresses above or by email to the named contacts. Neither party may assign this agreement without consent, except to a successor of its whole business. This agreement and the SOWs are the whole agreement on their subject. It may be signed in counterparts and by electronic signature.

For the Provider	For the Client	Witness 1	Witness 2