Master Service Agreement

Standard version: 2026-10-29. This unexecuted standard form is provided for review. The Parties must identify the Client, Effective Date, and accepted version before signing. Viewing this document or making an inquiry does not accept it or authorize work. Later website revisions do not amend an executed agreement.

Parties

This Master Service Agreement ("Agreement") is entered into as of To be completed before signing by and between:

Service Provider (also called "Contractor"):
inherent.design LLC
Fresno, CA 93721

Client:
Client — to be completed before signing
To be completed before signing

The Service Provider and Client are collectively referred to as the "Parties."

1. Purpose and Scope

This Agreement establishes the general terms and conditions under which the Service Provider shall perform professional services for the Client. Specific engagements shall be defined in individual Statements of Work ("SOW"), each of which shall reference this Agreement and be governed by its terms.

In the event of a conflict between this Agreement and any SOW, the terms of this Agreement shall prevail unless the SOW explicitly states otherwise and is signed by both Parties.

2. Statements of Work

Each SOW shall include, at minimum:

- Description of services to be performed
- Deliverables and acceptance criteria
- Timeline and milestones
- Fees and payment schedule
- Named authorized contacts, account owners, and access responsibilities
- Cancellation-only valuation rate for unfinished fixed-price stages
- Approved systems, data categories, AI tools, subprocessors, and retention arrangements
- Any project-specific terms that supplement this Agreement

A SOW becomes effective upon execution by both Parties. Multiple SOWs may be active concurrently under this Agreement.

3. Term

This Agreement takes effect on the Effective Date and provides a framework for separately authorized engagements. It does not create a subscription, minimum spend, annual commitment, or automatic service

renewal. Ending this framework does not itself terminate an active SOW; project cancellation and maintenance non-renewal follow the termination and service provisions.

4. Billing, Delivery, and Service Coverage

The SOW shall state the payment schedule and any initial payment. Billable work requires an authorized Client representative's written approval of scope and price and receipt of that initial payment. Routine maintenance is authorized only within its separately agreed service schedule. An inquiry or automated acknowledgment does not authorize work.

Client owns and pays vendor accounts directly by default, with delegated access for Contractor. Any Contractor purchase requires prior written approval and funding before ordering.

The agreed payment schedule is: To be completed in the signed SOW before work starts.

Unless the signed SOW specifies otherwise, a clearly scoped fixed-price project of USD 500 or less requires full advance payment. A larger short project requires fifty percent (50%) in advance and the balance invoiced when the agreed deliverables are review-ready. Projects longer than four weeks require an explicit intermediate milestone payment schedule. Review-ready means the specified version, access, and completion evidence are available to the authorized Client representative.

Billable work begins only after an authorized Client representative approves scope and price in writing and the agreed initial payment is received. The parties confirm the start date after checking capacity, access, and dependencies; payment alone does not set that date.

Advances are credited toward earned fees and are not automatically non-refundable. Cancellation accounting follows the termination provisions. Client normally owns and pays vendors directly. Any purchase made by Contractor for Client requires prior written approval of cost and funding before ordering.

The SOW shall identify stage prices, completion checks, and invoice triggers. Remaining milestone and final balances are due within fifteen (15) calendar days of invoice date. An advance must be paid before the work it funds begins.

Contractor shall invoice a delivery milestone upon written notification that its deliverables are review-ready. Invoice issuance, deployment, and Client acceptance are separate events; invoicing does not deem work accepted. Any dispute follows the billing and nonpayment provisions.

Changes to milestone scope, prices, or payment triggers require written approval by both parties. Cancellation valuation follows the termination provisions and may not be determined solely by Contractor's estimate of percentage complete.

No late fee, weekly interest charge, or cancellation penalty applies by default.

If an undisputed amount is overdue, Contractor may give written notice identifying the invoice, amount, and a deadline allowing five (5) business days to cure. Only after that deadline may Contractor pause further services for the unpaid amount. Contractor shall notify Client of the pause and confirm a revised schedule when payment is received.

Client may dispute an invoice by identifying the amount, reason, and relevant deliverable or evidence. Contractor shall hold collection of the genuinely disputed amount while reviewing it. Undisputed amounts remain payable on their original due dates. Silence does not constitute acceptance of an invoice or waiver of a claim.

A payment dispute or pause does not authorize disabling Client-owned systems, deleting Client data, or withholding Client-owned credentials or records.

Review-ready delivery requires the specified deliverable version, access, and completion evidence to be available to Client's authorized representative. Contractor shall identify that delivery and the applicable acceptance criteria in writing.

Client has seven (7) business days to provide written approval or specific feedback identifying an unmet agreed requirement. Contractor shall address attributable defects and resubmit affected items, starting a new seven (7) business-day review for those items. New features or preferences follow the change process.

Silence is not acceptance. Contractor shall remind Client at the review deadline. After fourteen (14) business days without required feedback, Contractor may notify Client that dependent work is paused and dates need rescheduling. The pause does not create automatic acceptance, a delay fee, or a charge for future work.

Invoice issuance, deployment, and acceptance shall be recorded separately. Neither acceptance nor expiry of the review window automatically waives later defect claims or mandatory rights.

Contractor shall correct defects attributable to its work and reported within thirty (30) calendar days after review-ready delivery at no additional fee. Review-ready delivery requires the agreed version, access, and completion evidence to be available to Client. A defect reported within that period remains open beyond the reporting deadline until addressed.

A defect is a failure to meet an agreed requirement attributable to Contractor's work. New preferences, features, or integrations outside the agreed scope require an approved change. Later Client or third-party changes exclude coverage only for issues those changes caused; they do not excuse defects in Contractor's original work.

If an attributable defect cannot reasonably be corrected, Contractor shall refund the affected undelivered or nonconforming portion. This is not Client's exclusive remedy.

This correction commitment does not promise a fixed repair time, continuous uptime, or protection against every future security issue. The review and reporting periods do not automatically waive other applicable rights or remedies.

Coverage is Monday through Friday, 9:00 a.m. to 5:00 p.m. America/Los_Angeles, excluding observed U.S. federal holidays, unless a signed service schedule expressly provides different coverage.

Contractor targets a substantive human response by the end of the second business day after receipt during coverage hours. After-hours arrivals count as received the next business day. For example, Monday morning receipt targets Wednesday at 5:00 p.m.; Friday after-hours receipt also targets Wednesday at 5:00 p.m. if Monday is not a holiday.

A substantive response identifies current understanding, information needed, and the next action. An automated acknowledgment does not satisfy this target. The target is not a guaranteed SLA, repair deadline, or promise of continuous human monitoring. Critical issues take priority within available coverage. Faster or after-hours commitments require a separately scoped and staffed arrangement.

During active project delivery, Contractor shall provide weekly status updates via email covering progress, next steps, blockers, and decisions needed. Routine maintenance reporting follows the service schedule. Day-to-day communication uses email. Blockers and planned unavailability shall be communicated promptly during coverage, with proposed next actions and available vendor escalation routes.

Client shall identify authorized contacts and separately specify who may approve scope, spending, access, and acceptance. An inquiry or automated receipt does not authorize billable work or a scope change.

5. Intellectual Property

Client retains ownership of its accounts, data, credentials, and supplied materials throughout the engagement. Contractor receives only the permission needed to perform the authorized services.

Upon payment for the identified deliverables, Contractor assigns to Client its rights in the original, client-specific work identified for transfer in the SOW. Payment for unrelated work is not a condition of that transfer. The SOW shall identify source files, configurations, documentation, and other handoff materials included in delivery.

Contractor retains pre-existing tools, reusable components, and general know-how. Contractor grants Client a non-exclusive, perpetual, royalty-free license to Contractor-owned components embedded in paid deliverables sufficient to use, copy, modify, maintain, and distribute those deliverables, including through a replacement service provider. Contractor shall identify retained components in the handoff inventory. Third-party and open-source components remain subject to their own licenses; Contractor cannot assign rights it does not own.

Reuse of general know-how does not permit reuse or disclosure of Client's confidential information, personal data, or assigned client-specific work. Public portfolio use, Client names or logos, testimonials, and case studies require separate written permission covering the proposed use.

6. Confidentiality

Each party ("Receiving Party") agrees to hold in confidence all non-public information disclosed by the other party ("Disclosing Party") that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information").

Confidential Information includes, but is not limited to, business plans, technical data, product designs, client lists, financial information, and proprietary processes.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure, as demonstrated by written records; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is disclosed to the Receiving Party by a third party not under an obligation of confidentiality.

The Receiving Party shall protect Confidential Information using the same degree of care it uses for its own confidential information, but no less than reasonable care. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

This obligation of confidentiality shall survive termination of this agreement for a period of two (2) years. The default period is two (2) years.

The engagement shall identify approved systems, data categories, purposes, AI tools, and subprocessors before Client data is processed. Contractor shall use Client data only to provide the engagement, without model training or unrelated reuse. Access shall be limited to authorized people and systems using the minimum data needed.

External AI may receive confidential or personal data only with express authorization for the particular workflow and after checking the provider's terms, settings, retention, and training controls for compatibility with the agreed restrictions. If a provider cannot meet these restrictions, that data shall not be sent to it.

Local AI remains subject to the same access, minimization, and confidentiality controls. Changes to approved tools or subprocessors require written approval before new access.

Humans shall approve outgoing commercial commitments, spending, access changes, and destructive actions. Automation shall operate only within expressly authorized routines. Automated classification or drafting does not authorize a contract, scope change, payment, or deletion. Contractor remains responsible for reviewing its delivered work, including AI-assisted work.

Business correspondence, signed agreements, approvals, invoices, and other business records are distinct from working copies of Client materials. Contractor may retain these records for administration of the relationship, accounting, applicable legal obligations, and the establishment, exercise, or defense of claims. Retention shall be limited to those purposes and reviewed when the purpose ends; this is not permission for model training or unrelated reuse.

Before receiving Client working materials, the Parties shall document their purposes, approved storage locations, retention triggers, return or deletion arrangements, and any continuing-service needs. The schedule shall separately address copies in email, logs, version history, and backups, including provider limitations. There is no blanket thirty-day deletion or ninety-day backup-expiry commitment. At closure, Contractor shall review remaining copies and temporary access with Client and carry out the agreed return, deletion, and revocation steps.

Legally required records and legal holds are restricted exceptions to an agreed deletion schedule: retain only what is required, document the basis and access limits, disclose the exception where lawful, and remove the records when the requirement ends. Retained Client data remains protected for as long as it is held, notwithstanding any shorter general confidentiality period. Backup restoration shall reapply pending deletions.

Before accepting these commitments, Contractor shall verify the selected systems can enforce access restrictions, deletion, and backup expiry. Any customer-specific privacy or regulated-data obligations require an agreed schedule and applicable processing terms before that data is received.

7. Limitation of Liability

Subject to the exceptions below, each party's aggregate liability arising from an affected fixed-price project shall not exceed the total fees agreed for that project in its SOW. For an affected maintenance service, the cap is the fees paid or payable for that service during the twelve (12) months preceding the event giving rise to the claim, or its shorter period of service. Related claims arising from the same event do not create a fresh cap for each claim. Other billing models require an express cap in their signed SOW before work begins.

Subject to the same exceptions, neither party is liable to the other for indirect, special, consequential, or punitive losses. The classification of a loss depends on the circumstances and applicable law; this provision does not classify every recovery cost or lost-profit claim automatically.

Neither the cap nor the exclusions limit liability for fraud, willful misconduct, gross negligence, or liability that applicable law does not permit the parties to limit. Confidentiality and data claims otherwise remain subject to the ordinary cap unless a signed service schedule expressly agrees different protection. These terms do not bind third-party claimants or regulators or establish insurance coverage.

The cap does not reduce agreed payment obligations or amounts that must be returned as unused advances or refunds for undelivered services. No exclusive-remedy limitation is created by the correction process. Customer-specific or consumer protections required by applicable law remain in force.

8. Indemnification

This agreement creates no general contractual obligation for either party to defend, indemnify, or hold the other harmless against third-party claims. Each party remains responsible for its own conduct and any obligations imposed by applicable law.

Any separately negotiated indemnity must identify the covered claims, defense arrangements, settlement controls, applicable limits, and relationship to the liability cap in writing. No insurance coverage, policy limit, or additional-insured status is represented without verification and express written agreement.

9. Termination

Client may cancel project work by written notice. Contractor shall stop further billable work other than an expressly approved handoff. Client non-renewal of maintenance takes effect at the end of the paid period when cancellation is received before renewal. No cancellation penalty or charge for all future work applies.

For Client's convenience cancellation of fixed-price work, completed conforming stages earn their quoted prices. Authorized unfinished-stage work is valued from documented time at the cancellation-only rate agreed in the SOW before work starts, capped at the remaining stage fee. There is no double-counting of priced substages or charge for Contractor's own corrective rework. This valuation does not convert normal fixed-price delivery to hourly billing. If no cancellation rate was agreed, Contractor may not impose one unilaterally. Authorized time-and-materials work follows its agreed rate and spending limit.

Contractor shall provide an itemized reconciliation within five (5) business days of cancellation and return undisputed unused advances within fifteen (15) calendar days of cancellation. Only approved noncancellable third-party costs may be added. An unresolved dispute about another item does not delay an undisputed refund.

If Contractor cannot continue, Contractor shall promptly notify Client, provide a safe handoff and access transition, and refund undelivered services without an exit penalty. Provider-caused delivery failure is not treated as Client convenience cancellation; claims concerning unusable partial work require separate resolution. Paid maintenance that Contractor cannot provide shall be reconciled for the undelivered portion.

Contractor shall deliver completed or in-progress work for which payment has been received. Client-owned systems, data, credentials, and records shall remain accessible and shall not be withheld as collection leverage. Access removal shall be coordinated with handoff and any continuing authorized service. Confidentiality obligations and accrued rights survive termination.

10. Dispute Resolution

A party raising a dispute shall give written notice describing the issue, relevant agreement or deliverable, disputed amount if any, and requested resolution. The parties shall make a good-faith effort to discuss and resolve it promptly.

Mediation may be used if both parties agree on the mediator, process, and costs. This agreement does not require binding arbitration. Either party may use a court with appropriate jurisdiction, including small claims where eligible. No exclusive venue is selected by this provision.

Informal discussion or voluntary mediation does not prevent urgent relief, a timely filing needed to preserve rights, or a complaint to an appropriate authority. There is no mandatory waiting period, and negotiations do not automatically extend a legal deadline.

Each party bears its own legal fees and costs except where applicable law or a court order provides otherwise. This agreement does not award attorneys' fees merely because a party prevails.

The agreement is governed by the laws of California, subject to mandatory protections and applicable rules that cannot be displaced by agreement. The billing-dispute process continues to apply to genuinely disputed and undisputed invoice amounts.

11. General Provisions

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, whether written or oral.

No modification of this Agreement shall be effective unless made in writing and signed by both Parties.

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Signatures

inherent.design LLC

Name: _____ Date: _____

Title: _____

Client — to be completed before signing

Name: _____ Date: _____

Title: _____