

Awake Professional Services Master Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Sell repeatable implementation or development services using separate statements of work.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Provider/customer: [names/addresses]. Effective date and master term: [terms]. Ordering/signing authority: [contacts]. Invoicing/payment and expenses: [terms]. Confidentiality period: [years]. Liability cap, exclusions, indemnity and insurance: [negotiated terms]. Notice contacts: [contacts].

1. Orders and performance

Only signed SOWs authorize work. Each specifies outputs, acceptance, milestones, customer dependencies, resources, rates and completion. No exclusivity or minimum purchase applies unless stated. Changes require signed change orders; delays caused by a dependency follow the SOW's notice and adjustment process, not an automatic unlimited fee.

2. Fees and acceptance

Provider invoices according to the SOW with supporting records. Customer pays undisputed amounts on time and explains disputes. Review, rejection and correction follow objective acceptance criteria; describe any deemed acceptance explicitly. Expenses require prior approval. State treatment of prepaid unused amounts and cancellation costs.

3. Deliverables and rights

Ownership or license of project deliverables is [selected in each SOW], with timing tied to [creation/payment/closing as agreed]. Provider retains identified background materials and grants the SOW's sufficient embedded-use license. Disclose third-party, open-source, model and data restrictions. Neither party transfers rights it lacks. Reconcile bespoke IP terms with customer platform/data rights.

4. Confidentiality and security

Use nonpublic information solely for performance, limit authorized recipients and preserve standard lawful exclusions and protected disclosures. Trade secrets remain protected while qualifying. Security,

personal-data processing and approved AI tools require completed schedules where applicable. Report incidents promptly through agreed contacts. Provider secures equivalent personnel obligations.

5. Warranty and remedies

Provider warrants conformity to the SOW and qualified performance; correction and other remedies are [terms]. No general revenue or financing outcome is promised. Apply only completed liability and indemnity provisions, including defense notice and control. Mandatory nonexcludable liability remains.

6. End of work

Master termination does not automatically cancel active SOWs unless expressly agreed. State cure periods, convenience termination, earned charges, work handover, transition and data deletion in each SOW. Surviving IP, confidentiality and accrued obligations remain; later work needs a new signed order.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].