

MSA vs SOW vs order form

An MSA sets the legal terms of the relationship, an order form specifies what is being bought and for how much, and a SOW describes the work to be delivered. Most SaaS deals use an MSA plus order forms; services deals add a SOW.

	MSA	Order form	SOW
PURPOSE	Legal terms for the whole relationship	What is bought, how much, for how long	The work to be delivered, and how it is accepted
WHO SIGNS IT	Someone with authority to bind the company (founder, CFO, GC)	The budget owner or an authorized signer	The project sponsor or an authorized signer
HOW OFTEN IT CHANGES	Rarely; renegotiated every few years	Every purchase, upsell, and renewal	Every project or phase
WHAT IT REFERENCES	Nothing above it; it is the parent	The MSA it sits under, by name and date	The MSA it sits under, by name and date
TYPICAL LENGTH	10 to 30 pages	1 to 3 pages	3 to 15 pages
WHAT TO TRACK	Effective date and version, liability cap, termination rights, precedence clause, assignment	Start and end dates, renewal type, notice period, contract value, payment terms, price-increase caps	Fees and milestones, acceptance criteria, change-order process, end date
TYPICAL DEAL	Every repeat relationship	SaaS subscriptions, upsells, renewals	Implementation, onboarding, custom work

How they stack

Sign the MSA once. Each purchase is an order form under it; each project is a SOW under it. Every child document cites the MSA by name and date.

Which one wins in a conflict?

The order of precedence clause decides. A common pattern:

1. Order form, for the commercial terms it covers
2. SOW, for the scope it covers
3. MSA, for everything else

Most common mistakes

A SOW that quietly changes the MSA's liability cap. No precedence clause. Legal terms restated in order forms. Order forms that don't say which MSA they belong to. Notice deadlines nobody tracked.