

Master Services Agreement (Draft)

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⚠ **DRAFT — requires legal review before use.** This document is a structured starting point for counsel to review, complete, and approve. It is not legal advice and must not be sent to any client before a qualified lawyer has reviewed it. Fields in [brackets] require verified details before publication.

Version 0.1 (draft) · Last updated: [DATE]

Parties

This Master Services Agreement (“**Agreement**”) is entered into between:

[**LEGAL ENTITY NAME**], a company registered under the laws of India, having its registered office at [REGISTERED ADDRESS] (“**Sypher**”, “**we**”),

and

[**CLIENT LEGAL NAME**], having its registered office at [CLIENT ADDRESS] (“**Client**”, “**you**”),

each a “**Party**” and together the “**Parties**,” effective as of [EFFECTIVE DATE] (the “**Effective Date**”).

1. Structure of the Agreement

1.1. This Agreement sets out the general terms governing the Client’s use of iSyph. It is supplemented by:

(a) one or more **Order Forms**, each specifying the plan (iStart, iGrow, or iLead), the number of Spaces, the term, and the fees for a specific engagement;

(b) the **Data Processing Agreement**, governing the processing of personal data;

(c) the **Service Level commitments**, governing availability and support response.

1.2. In the event of a conflict, an Order Form prevails over this Agreement for matters specific to that order; this Agreement prevails over the website Terms of Use for a Client’s engagement.

2. The Service

2.1. Sypher will provide the Client a dedicated, company-configured business communication platform (“**iSyph**”), comprising one or more Spaces, in accordance with the plan set out in the applicable Order Form.

2.2. **Plans.** The plans available, and their space allowances, are:

Plan	Active spaces
iStart	up to 5
iGrow	up to 50
iLead	unlimited

2.3. **Features.** Each plan includes a defined set of features as described in the applicable Order Form or the current feature catalogue. Sypher may introduce new features over the term; features not yet generally available will be clearly identified as such and are not a commitment to a delivery date unless separately agreed in writing.

2.4. **Configuration is the Client’s own.** Within the bounds the platform supports, the Client — not Sypher — determines which individuals have access to a Space, what data-retention period applies, and which optional features are enabled. Sypher applies the Client’s configuration but does not decide it.

3. Term and Renewal

3.1. Each Order Form has an initial term as stated in that Order Form (the “**Initial Term**”).

3.2. [RENEWAL MECHANISM — to be confirmed: e.g. auto-renewal for successive terms unless either Party gives notice of non-renewal at least [NOTICE PERIOD] before the end of the then-current term, OR renewal only on mutual written agreement. This is a commercial decision, not something to default silently.]

3.3. Either Party may amend an engagement’s plan, term, or configuration by mutual written agreement, which Sypher will record and apply, together with the effective date of the change and the terms as they stood immediately before the change.

4. Fees and Payment

4.1. Fees for each engagement are as set out in the applicable Order Form.

4.2. [PAYMENT TERMS — to be confirmed: invoicing cadence, payment due period (e.g. net 15/30), accepted payment methods, currency, consequences of late payment, and whether fees are quoted inclusive or exclusive of applicable taxes (GST).]

4.3. [PRICE CHANGE MECHANISM — to be confirmed: whether and how fees may change on renewal, and required notice.]

5. Client Responsibilities

5.1. The Client is responsible for:

(a) determining who within its organisation is granted access to a Space, and promptly revoking access when appropriate (for example, on an individual's departure);

(b) the accuracy of information it provides to Sypher for the purpose of configuring the engagement;

(c) its users' compliance with the Terms of Use and any acceptable-use restrictions communicated by Sypher;

(d) obtaining any consents or authorisations needed for its own personnel to use the platform, including under the Client's own privacy notice to its employees.

5.2. The Client acknowledges that Sypher does not monitor the content of conversations and has no visibility into a Space's content in the ordinary course of providing the service.

6. Sypher's Responsibilities

6.1. Sypher will provide the service with reasonable skill and care, consistent with the Service Level commitments.

6.2. Sypher will process personal data only in accordance with the Data Processing Agreement.

6.3. Sypher will notify the Client of any planned maintenance likely to affect availability, except in the case of emergency maintenance, where notice will be given as soon as reasonably practicable.

7. Suspension and Offboarding

7.1. Sypher may suspend the Client's access to a Space where reasonably necessary to prevent harm to Sypher's systems, other clients, or to comply with a legal obligation, and will notify the Client promptly where it does so.

7.2. On termination of an engagement, Sypher will offboard the Client's Spaces in accordance with the Data Processing Agreement, including the deletion or return of Client Personal Data as elected by the Client.

7.3. [OFFBOARDING FEES / DATA EXPORT ASSISTANCE — to be confirmed: whether offboarding assistance or data export is included or chargeable.]

8. Intellectual Property

8.1. Sypher and its licensors retain all right, title, and interest in the iSyph platform, including its software, design, and branding. Nothing in this Agreement transfers any such right to the Client.

8.2. As between the Parties, the Client retains all right, title, and interest in the content of its communications and any data it or its users submit to the platform ("**Client Content**"). Sypher's processing

of Client Content is limited to that necessary to provide the service, as set out in the Data Processing Agreement.

8.3. The Client grants Sypher a limited licence to host, store, transmit, and display Client Content solely to the extent necessary to provide the service.

9. Confidentiality

9.1. Each Party will keep confidential the other Party's non-public business, technical, and commercial information disclosed under this Agreement, and will use it only to perform its obligations or exercise its rights under this Agreement.

9.2. This Section does not apply to information that is or becomes public through no breach of this Agreement, was already known to the receiving Party without an obligation of confidence, or is required to be disclosed by law (in which case the disclosing Party will, where legally permitted, give the other Party notice before disclosure).

9.3. For the avoidance of doubt, Client Content is Confidential Information of the Client, and this Section applies in addition to, not instead of, the Data Processing Agreement.

10. Warranties and Disclaimers

10.1. Each Party warrants that it has full authority to enter into this Agreement.

10.2. [WARRANTY / DISCLAIMER LANGUAGE — legal to draft. This section carries real weight — what Sypher does and does not warrant about the service (e.g. fitness for a particular purpose, uninterrupted operation) needs deliberate drafting by counsel, not a template default.]

11. Limitation of Liability

11.1. [LIABILITY CAP AND EXCLUSIONS — legal to draft. This is one of the most heavily negotiated clauses in any SaaS agreement and directly affects Sypher's financial exposure. It must be drafted (and likely negotiated per-client) by counsel, not templated. Common structure to discuss with counsel: an aggregate cap (e.g. fees paid in the preceding 12 months), mutual exclusion of indirect/consequential damages, and carve-outs for confidentiality breaches, IP infringement, and data-protection obligations. None of these numbers or carve-outs should be filled in without a deliberate decision.]

12. Indemnification

12.1. [INDEMNITY PROVISIONS — legal to draft. Typically covers each Party's indemnification of the other for third-party claims arising from, for example, IP infringement (Sypher) or unlawful use of the service (Client). Needs counsel's input on scope and any caps.]

13. Termination

13.1. Either Party may terminate this Agreement or an Order Form for the other Party's material breach that remains uncured [CURE PERIOD — e.g. 30 days] after written notice.

13.2. Sypher may terminate immediately on notice if the Client fails to pay undisputed fees when due and does not cure within [PAYMENT CURE PERIOD].

13.3. [ADDITIONAL TERMINATION RIGHTS — to be confirmed: e.g. termination for convenience, and any associated notice period or fees.]

14. Force Majeure

Neither Party is liable for delay or failure to perform caused by circumstances beyond its reasonable control, provided the affected Party gives prompt notice and uses reasonable efforts to mitigate the impact.

15. Governing Law and Dispute Resolution

15.1. This Agreement is governed by the laws of India.

15.2. The courts of Pune City, Maharashtra, India have exclusive jurisdiction over any dispute arising from this Agreement, subject to Section 15.3.

15.3. [DISPUTE RESOLUTION MECHANISM — to be confirmed: whether disputes are first referred to negotiation/mediation, or to arbitration (common in Indian commercial contracts, e.g. under the Arbitration and Conciliation Act, 1996) before litigation.]

16. General

16.1. **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets.

16.2. **Notices.** Notices under this Agreement must be in writing and sent to the addresses set out above, or such other address as a Party notifies in writing.

16.3. **Entire agreement.** This Agreement, together with its Order Forms and referenced schedules, constitutes the entire agreement between the Parties regarding its subject matter, superseding prior discussions.

16.4. **Amendment.** This Agreement may be amended only by written agreement signed by both Parties, except that an Order Form may record changes to plan, term, or configuration as described in Section 3.3.

16.5. **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions continue in full effect.

Signatures

For [LEGAL ENTITY NAME]:

Name: _____ Title: _____ Date: _____

For [CLIENT LEGAL NAME]:

Name: _____ Title: _____ Date: _____
