

Master Services Agreement

SaaS subscription · fictional business contract for review testing · English

Agreement ID	MSA-2026-014
Customer	Northstar Design AB (fictional)
Supplier	CloudLedger Systems Ltd. (fictional)
Effective date	1 October 2026
Initial term	24 months
Governing law	Swedish law; courts in Stockholm, Sweden
Services	Hosted project and document management platform

1. Fees and payment

The subscription fee is SEK 18,000 per month, excluding VAT, for up to 50 named users. The Supplier may increase fees once per year by the greater of 8% or the annual CPI change, with 30 days’ notice. Invoices are payable within 60 days.

2. Renewal and termination

At the end of the initial 24-month term, this Agreement automatically renews for successive 24-month periods unless either party gives written notice at least 90 days before the end of the then-current term. The Customer may not terminate for convenience during a term.

3. Service levels

The Supplier targets 99.5% monthly availability, excluding scheduled maintenance and events outside its reasonable control. Service credits are the Customer’s exclusive remedy for availability below the target. Credits are capped at 10% of the affected monthly subscription fee and must be claimed within 10 days.

4. Data processing

The Supplier will process personal data on behalf of the Customer only as described in the Data Processing Addendum (DPA). The Supplier may use subprocessors listed on its website and will give 15 days’ notice of changes. The Customer may object on reasonable data-protection grounds. The parties will execute the DPA before personal data is uploaded.

5. Confidentiality

Each party will protect the other party's confidential information using at least reasonable care. This obligation does not apply to information that is public through no breach, independently developed, or lawfully received from a third party. Required disclosures are permitted where legally required, with prior notice where lawful.

6. Intellectual property

The Supplier retains all rights in the Services and underlying technology. The Customer retains rights in Customer Data. The Supplier receives a limited licence to host and process Customer Data to provide the Services. The Supplier may use aggregated statistics that do not identify the Customer or individuals.

7. Warranties and disclaimers

Each party warrants that it has authority to enter into this Agreement. Except as expressly stated, the Services are provided "as is" to the maximum extent permitted by law. Nothing in this section limits mandatory rights that cannot legally be excluded.

8. Liability

To the maximum extent permitted by law, neither party is liable for indirect or consequential loss. The Supplier's total aggregate liability arising out of or relating to this Agreement is unlimited. The Customer's total aggregate liability is capped at the fees paid or payable in the 12 months before the event giving rise to the claim. These caps do not apply to fraud or wilful misconduct.

9. Security incident

The Supplier will notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Data and will provide reasonable cooperation. Further response times and security controls are described in the DPA.

10. Order of precedence

If documents conflict, the following order applies: (1) this Agreement, (2) the DPA, (3) Order Form, (4) Supplier online policies. Changes to Supplier online policies may apply prospectively after notice.

Schedule A — Order Form

This schedule is part of the fictional Master Services Agreement.

Subscription	CloudLedger Business
Users included	Up to 50 named users
Monthly fee	SEK 18,000 excl. VAT
Implementation fee	SEK 25,000 one-time, excl. VAT
Contract start	1 October 2026
Initial end date	30 September 2028
Renewal notice deadline	At least 90 days before term end
Support	Business hours, Monday-Friday, Swedish public holidays excluded

Items for human review in this test

- Supplier may increase fees by at least 8% each year, regardless of CPI.
- Automatic renewal is for another 24 months with a 90-day notice deadline.
- Liability appears unlimited for the Supplier, while Customer liability is capped.
- Data-processing terms rely on a DPA not included in the sample package; subprocessors can change on 15 days' notice.
- The liability and policy language requires context and negotiation; these are review prompts, not legal conclusions.

This synthetic agreement intentionally contains negotiation points. It is not a template for use and is not legal advice.