

MASTER SUBSCRIPTION AGREEMENT

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This Master Subscription Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CUSTOMER ADDRESS] ("**Customer**").

Provider and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Provider offers a cloud-based software service that Customer wishes to access on a subscription basis. This Agreement sets the umbrella terms that govern Customer's subscriptions, and the specific subscriptions are described in one or more Order Forms that reference this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Structure

1.1 Framework agreement. This Agreement governs the overall relationship between the Parties for Customer's use of the Service. It does not by itself obligate Customer to purchase any subscription; specific subscriptions are ordered only through a signed Order Form.

1.2 Key definitions. "**Service**" means the software-as-a-service offering identified in an Order Form, including any updates Provider makes generally available. "**Order Form**" means an ordering document signed by both Parties that specifies the Service, the subscription term, fees, and usage limits. "**Documentation**" means Provider's then-current usage guides for the Service. "**Authorized Users**" means Customer's employees and contractors permitted to use the Service under Customer's account. "**Customer Data**" means data that Customer or its Authorized Users submit to the Service.

1.3 Order of precedence. If a conflict exists between this Agreement and an Order Form, this Agreement controls unless the Order Form expressly states that it overrides a specific section of this Agreement and identifies that section by number.

2. Subscription and Use Rights

2.1 Grant. Subject to this Agreement and the applicable Order Form, Provider grants Customer a non-exclusive, non-transferable right to access and use the Service during the subscription term for Customer's internal business purposes, up to the usage limits stated in the Order Form.

2.2 Authorized Users. Customer is responsible for its Authorized Users' compliance with this Agreement and for all activity under its account. Customer will keep credentials confidential and notify Provider promptly of any unauthorized use.

2.3 Usage limits. Customer's use will not exceed the seats, volume, or other limits in the Order Form. If usage exceeds those limits, the Parties will adjust the subscription or fees as described in the Order Form or by a change to it.

2.4 Restrictions. Customer will not (a) sublicense, resell, or make the Service available to third parties except its Authorized Users; (b) reverse engineer or attempt to derive source code except as permitted by law; (c) interfere with the integrity or performance of the Service; or (d) use the Service in violation of applicable law.

3. Service Levels and Support

3.1 Availability. Provider will use commercially reasonable efforts to make the Service available consistent with the service level commitments, if any, described in the Order Form or an attached service level exhibit, excluding scheduled maintenance and events beyond Provider's reasonable control.

3.2 Support. Provider will provide the support described in the Order Form or Documentation. Customer will provide reasonable information to help Provider diagnose and resolve issues.

3.3 Maintenance. Provider may perform scheduled maintenance and will use reasonable efforts to give advance notice of maintenance expected to materially affect availability.

4. Fees and Payment

4.1 Fees. Customer will pay the fees stated in each Order Form. Unless an Order Form says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]**, are based on the subscription purchased rather than actual usage, and are non-refundable except as expressly provided.

4.2 Invoicing and payment. Provider will invoice Customer as stated in the Order Form. Customer will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

4.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Provider may suspend the Service on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

4.4 Taxes. Fees are exclusive of taxes. Customer is responsible for all sales, use, and similar taxes, except taxes based on Provider's net income.

5. Customer Data and Security

5.1 Ownership of Customer Data. As between the Parties, Customer owns all Customer Data. Customer grants Provider the rights to host, process, and transmit Customer Data as necessary to provide the Service.

5.2 Security. Provider will maintain reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data, consistent with the security measures described in the Order Form or a security exhibit.

5.3 Data return and deletion. On expiration or termination, Provider will make Customer Data available for export for **[NUMBER, e.g. 30]** days, after which Provider may delete it, except for copies retained in routine backups or as required by law.

5.4 Privacy and compliance. Each Party will comply with the data protection laws applicable to it. If the Service processes personal data on Customer's behalf, the Parties will enter into a separate data processing addendum where required by applicable law.

6. Confidentiality

6.1 Definition. "Confidential Information" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including the terms of each Order Form, Customer Data, and the Service's non-public features.

6.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

6.3 Exclusions and compelled disclosure. Confidentiality obligations do not apply to information that is public through no fault of the receiving Party, was known without restriction before disclosure, is rightfully obtained from a third party, or is independently developed. A Party may disclose Confidential Information as required by law or court order, with prompt written notice where permitted.

7. Warranties and Disclaimers

7.1 Mutual. Each Party warrants that it has the authority to enter into this Agreement.

7.2 Service warranty. Provider warrants that, during the subscription term, the Service will perform materially in accordance with the Documentation. Customer's exclusive remedy for breach of this warranty is for Provider to use reasonable efforts to correct the non-conformity or, if it cannot, to terminate the affected subscription and refund prepaid, unused fees for that subscription.

7.3 Disclaimer. Except as expressly stated, the Service is provided "as is," and Provider disclaims all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by applicable law.

8. Term, Termination, and Suspension

8.1 Term. This Agreement begins on the Effective Date and continues until all subscriptions under it have expired or been terminated, or until terminated under this Section.

8.2 Subscription term and renewal. Each subscription begins and renews as stated in its Order Form. Unless an Order Form says otherwise, subscriptions renew for successive terms equal to the prior term unless either Party gives written notice of non-renewal at least **[NUMBER, e.g. 30]** days before the end of the then-current term.

8.3 Termination for cause. Either Party may terminate this Agreement or an affected subscription on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 30]** days after written notice describing the breach.

8.4 Effect of termination. On termination, Customer's right to access the Service ends, Customer will pay all amounts accrued through the effective date, and the data provisions of Section 5.3 apply. Sections that by their nature should survive, including Sections 4 (for accrued amounts), 5, 6, 9, and 10, survive termination.

9. Limitation of Liability

9.1 Exclusion of indirect damages. Except for the excluded matters in Section 9.3, neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

9.2 Liability cap. Except for the excluded matters in Section 9.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the fees paid or payable by Customer under the Order Form giving rise to the claim in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

9.3 **Exclusions from the cap.** The limitations in Sections 9.1 and 9.2 do not apply to Customer's payment obligations, a Party's breach of confidentiality, a Party's indemnification obligations, or a Party's gross negligence or willful misconduct.

10. General Provisions

10.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

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

10.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.4 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.5 **Entire agreement; amendment.** This Agreement, together with its Order Forms and exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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