

CS-LEG-0002 · COMPLIANCESUITE DOCUMENTATION

Master Services Agreement.

FIT-only redaction. Effective 2026-04-28.

DOCUMENT ID	VERSION	EFFECTIVE	OWNER
CS-LEG-0002	v1.0	2026-04-28	Legal & Compliance

Public — Documentation · Review cycle: On change

Control block and metadata anchor.

The control block identifies the document, its current revision, the regulated process it supports, and the people accountable for its lifecycle. Every value below is the source of truth for any downstream record, audit trail entry, or signature block.

DOCUMENT ID	CS-LEG-0002
TITLE	Master Services Agreement (Template)
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SUPERSEDES	— (initial release)

Sign-off table, ready for ink or e-signature.

The signatures below confirm review and authorisation of this document. Approvals must be recorded in chronological order. If the document is signed electronically, the e-signature record on the ComplianceSuite platform supersedes any handwritten entry on this page and carries the same legal weight under 21 CFR Part 11 and EU GMP Annex 11.

Role	Name	Function	Date	Signature
Author		Validation Lead		
Reviewer		Quality Assurance		
Reviewer		Process / System Owner		
Approver		Head of Quality		
Approver		Regulatory Affairs		

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What this edition covers.

- Parties, recitals, agreement structure
- Provision of Services — platform access, authorized users, QMS, changelog
- Customer Responsibilities — lawful use, own QMS, identity provider security
- Subscription Fees and Term/Termination
- Confidentiality and Intellectual Property
- Data Protection (reference to DPA in Schedule 2)
- Security (reference to Security Whitepaper + DPA TOMs)
- Service Levels (reference to SLA in Schedule 1)
- Warranties, Indemnification, Limitation of Liability
- Force Majeure, Governing Law, General Provisions

What this edition does **NOT** cover.

- **IdP Control / SSO Configuration:** Not implemented; customers authenticate via JWT-based platform authentication
- **SLA Tier Specifics:** Generic SLA structure; concrete metrics per Service Order
- **Feature Roadmap:** Only contractually available features are referenced

04 — Disclaimer.

This Master Services Agreement is a template. It is not legal advice. The customer's legal team must review all clauses against the customer's applicable law and business requirements before signature. Placeholders are marked with <...>.

05 — Parties and Recitals.

This Master Services Agreement is entered into as of <Effective Date> between:

- **Customer:** <Customer legal entity, jurisdiction, address>
- **ComplianceSuite:** <ComplianceSuite legal entity, jurisdiction, address>

Recitals

Whereas:

- ComplianceSuite operates a SaaS platform in support of Computerized Systems Validation in regulated industries.
- The customer desires to use the platform in support of its own regulated processes.
- The parties desire to establish the terms and conditions under which ComplianceSuite provides the platform.

Structure

- 01 Definitions
- 02 Provision of the services
- 03 Customer responsibilities
- 04 Subscription fees and payment
- 05 Term and termination
- 06 Confidentiality
- 07 Intellectual property
- 08 Data protection (incorporates DPA)
- 09 Security
- 10 Service levels (incorporates SLA)
- 11 Warranties and disclaimers
- 12 Indemnification
- 13 Limitation of liability
- 14 Force majeure
- 15 Governing law and dispute resolution
- 16 General provisions

06 — Provision of Services and Customer Responsibilities.

2 — Provision of the Services

- 01 ComplianceSuite shall provide the customer access to the platform as described in the executed Service Order, in accordance with the SLA (Schedule 1) and DPA (Schedule 2).
- 01 Access shall be granted only to authorized users of the customer, identified by the authentication mechanisms configured in the platform.
- 01 ComplianceSuite shall maintain the platform under its internal Quality Management System and shall publish release notes for each release in accordance with a documented changelog procedure.

3 — Customer Responsibilities

- 01 The customer shall use the platform only for lawful business purposes and in accordance with the documentation.
- 01 The customer shall maintain its own Quality Management System and shall bear full responsibility for its regulatory obligations, including: - 21 CFR Part 11 - EU GMP Annex 11 - GAMP 5 - All other regulations applicable to its operations
- 01 The customer shall secure its authentication infrastructure, including enforcement of strong passwords for users.
- 01 The customer shall not (a) reverse-engineer the platform; (b) attempt unauthorized access; (c) use the platform for unlawful processing.
- 01 The customer shall grant ComplianceSuite reasonable cooperation, including security advisories and incident response.

07 — Fees and Term.

4 — Subscription Fees and Payment

- 01 Subscription fees, billing frequency, currency, and payment terms shall be specified in the Service Order.
- 01 Fees are exclusive of applicable taxes, which the customer shall pay in addition.
- 01 Late payment may, after written notice and an offered opportunity to cure, result in suspension (per Service Order).
- 01 Fee adjustments shall be communicated with reasonable advance notice.

5 — Term and Termination

- 01 The Agreement shall become effective as of the Effective Date for the Initial Term (per Service Order), and shall automatically renew unless written notice of non-renewal is provided.
- 01 Either party may terminate the Agreement upon material breach by the other, if such breach is not cured within the agreed cure period.
- 01 Upon termination, ComplianceSuite shall make customer data available for the agreed post-termination access period; thereafter, data shall be returned or deleted per the DPA.
- 01 Termination shall not affect any previously accrued rights or obligations, including confidentiality, fees, and post-termination retention.

08 — Confidentiality and IP.

6 — Confidentiality

- 01 Each party shall maintain strict confidentiality of non-public information of the other that is marked as confidential or reasonably appears to be confidential.
- 01 Each party shall use confidential information only to fulfill its obligations.
- 01 Confidentiality obligations shall endure for the period specified in the Service Order following termination.

7 — Intellectual Property

- 01 **ComplianceSuite IP:** ComplianceSuite retains all IP rights in the platform, documentation, templates and its own audit trail. The customer receives a non-exclusive, non-transferable, non-sublicensable license to use for the term.
- 01 **Customer Data:** The customer retains all rights in its data — the regulated datasets, configurations and metadata that it creates on the platform.
- 01 **Feedback:** If the customer provides feedback, ComplianceSuite may use it freely.

09 — Data Protection, Security, Service Levels.

8 — Data Protection

The processing of personal data is governed by the Data Processing Agreement (DPA) in Schedule 2, which is incorporated herein by reference.

9 — Security

ComplianceSuite implements and maintains the technical and organizational measures described in the Security Whitepaper (CS-LEG-0006) and the DPA's TOM annex. Material security changes shall be notified to the customer.

10 — Service Levels

Service Levels are governed by the Service Level Agreement (SLA) in Schedule 1, which is incorporated herein by reference.

10 — Warranties, Indemnification, Liability.

11 — Warranties and Disclaimers

- 01 ComplianceSuite warrants that the platform shall function substantially in accordance with the documentation.
- 01 ComplianceSuite warrants that it has the right to enter into this Agreement and to perform its obligations.
- 01 **AS IS DISCLAIMER:** Except as expressly stated, ComplianceSuite provides the platform **AS IS** and disclaims all other warranties, including merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by law.

12 — Indemnification

- 01 **By ComplianceSuite:** ComplianceSuite shall indemnify the customer against third-party claims that the platform infringes an IPR, subject to prompt notification, sole control of defense, and reasonable cooperation.
- 01 **By Customer:** The customer shall indemnify ComplianceSuite against third-party claims arising from unlawful use or unauthorized data transfer.

13 — Limitation of Liability

- 01 **No Indirect Damages:** To the maximum extent permitted by law, neither party shall be liable for indirect, incidental, consequential, special, or exemplary damages, including lost profits or lost data.
- 01 **Aggregate Cap:** The aggregate liability of each party shall not exceed the liability cap specified in the Service Order.
- 01 **Carve-outs:** Limitations in this clause shall not apply to: - Confidentiality breaches - Indemnification obligations - Gross negligence or willful misconduct - To the extent limitations are prohibited by law

11 — Force Majeure, Governing Law, General.

14 — Force Majeure

No party shall be liable for delay or failure to perform to the extent caused by circumstances beyond reasonable control. The affected party shall notify promptly and use reasonable efforts to mitigate harm.

15 — Governing Law and Dispute Resolution

- 01 The Agreement shall be governed by the laws of <Governing Law jurisdiction – set in Service Order>.
- 01 Any dispute shall first be escalated to senior representatives for good-faith resolution.
- 01 Unresolved disputes shall be subject to <jurisdiction or arbitration framework – set in Service Order>.

16 — General Provisions

- 01 **Notices:** In writing per Service Order notice clause.
- 01 **Entire Agreement:** This Agreement, SLA, DPA, Security Whitepaper, Service Order and incorporated documents constitute the entire agreement.
- 01 **Order of Precedence:** In case of conflict: (1) Service Order; (2) DPA; (3) SLA; (4) Agreement; (5) other.
- 01 **Severability:** If any clause is unenforceable, others shall remain valid.
- 01 **No Waiver:** Failure to enforce is not a waiver.
- 01 **Assignment:** No party may assign without consent, except to a successor in merger/acquisition/asset sale.
- 01 **Counterparts:** May be signed electronically in counterparts.

Schedules.

Schedule 1 — Service Level Agreement (SLA): Referenced but structurally only — concrete tier values per Service Order

Schedule 2 — Data Processing Agreement (DPA): See CS-LEG-0001_Data_Processing_Agreement.md

REVISION HISTORY

Every change, tracked and signed.

Add one row for every controlled revision. Minor changes (typos, formatting) increment the patch version; substantive edits trigger a fresh review cycle and a new approver round.

Version	Date	Author	Summary of Change	Approver
1.0	2026-04-28	Documentation Team	FIT-only redaction limited to codebase-verified functionality.	Head of Documentation
—	—	—	Reserved for next revision. Do not delete this row.	—

GLOSSARY

Shared language, **no ambiguity.**

Definitions used throughout this document. Where a term has a specific meaning inside ComplianceSuite, the platform-specific definition takes precedence over the generic regulatory term.

CSV	Computerized Systems Validation
GAMP 5	Good Automated Manufacturing Practice, Edition 5 (2nd edition, 2022)
GxP	Good 'x' Practice — covers GMP, GLP, GCP, GDP, GVP
IQ / OQ / PQ	Installation / Operational / Performance Qualification
Part 11	21 CFR Part 11 — US FDA rule on electronic records and electronic signatures
Annex 11	EU GMP Annex 11 — EU rule on computerised systems
URS	User Requirements Specification
FRS	Functional Requirements Specification
RTM	Requirements Traceability Matrix
SOP	Standard Operating Procedure
ALCOA+	Attributable, Legible, Contemporaneous, Original, Accurate (+ Complete, Consistent, Enduring, Available)
ICH Q9	International Council for Harmonisation Quality Risk Management guideline

— End of document —