

Master Services Agreement (MSA)

Template - Key Clauses

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1. Purpose

This summary outlines the non-negotiable and standard clauses in NexaCore's Master Services Agreement (MSA) for enterprise clients utilizing the AI Workflow Suite.

2. Essential Contractual Clauses

Clause Title	Key Requirement/Standard Position	Negotiability
Term and Termination	Standard 3-year initial term with automatic 1-year renewal (unless 90-day notice is given). Termination requires material breach and 30-day cure period.	Limited; Term length is flexible (1-5 years).
Payment Terms	Annual Recurring Revenue (ARR) paid upfront, Net 30 days from invoice date. Usage-based fees billed monthly in arrears.	Credit terms (Net 45/60) negotiable with Finance approval.
Limitation of Liability (LoL)	NexaCore's liability for all claims shall not exceed the greater of the total fees paid in the preceding 12 months or [USD \$1,000,000] . Excludes liability for IP infringement or gross negligence.	Low; LoL cap is a critical risk mitigation tool.
Indemnification	Mutual indemnification (IP	Standard; Must protect

	infringement, bodily injury/property damage). Client must indemnify NexaCore for unauthorized use of the SaaS platform.	NexaCore's platform IP.
Data Protection and Security	Client Data will be handled per the Global Data Privacy Policy . Client remains the Data Controller; NexaCore is the Data Processor. Specific regional clauses (e.g., KSA) are added via Addendum.	Strict; Security exhibits are non-negotiable.
Governing Law and Jurisdiction	Governing Law: The laws of the Dubai International Financial Centre (DIFC) . Jurisdiction: DIFC Courts or Arbitration Centre.	Low; Standard for contracts originating from UAE HQ.
Warranties and SLA	NexaCore warrants the platform will perform materially in accordance with the documentation. Service Level Agreement (SLA) with minimum uptime guaranteed (standard 99.9%).	SLA terms are sometimes negotiable based on premium tier.

Note: All deviations from these key requirements must be approved by the Head of Legal before execution.