MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made effective as of **July 1, 2025** (the "Effective Date") by and between:

- **Provider**: ABC Cloud Store, with its principal place of business at [Provider Address].

- **Client**: XYZ Accounting, with its principal place of business at [Client Address].

ABC Cloud Store and XYZ Accounting may be referred to individually as a "Party" or collectively as the "Parties."

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1. Purpose

This Agreement sets forth the terms and conditions under which ABC Cloud Store shall provide cloud-based data storage and related services to XYZ Accounting.

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2. Definitions

- **"Services"** means the cloud-based storage, data management, and related technical support described in Schedule A.

- **"Client Data"** means all data or content provided by XYZ Accounting to ABC Cloud Store for storage or processing.

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3. Term

This Agreement shall commence on the Effective Date and continue for an initial term of **24 months** (the "Initial Term"), unless terminated earlier as provided herein.

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive **12-month periods** unless either Party provides at least 60 days' prior written notice of non-renewal.

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4. Fees and Payment

4.1 Fees
XYZ Accounting shall pay ABC Cloud Store the fees described in **Schedule B (Pricing and Payment Terms)**.

4.2 Invoicing and Payment
ABC Cloud Store will invoice monthly in advance. Payments are due within **30 days** of invoice date.

4.3 **Late Payments**
Late payments will accrue interest at **1.5% per month** or the maximum rate permitted by law.

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5. Data Retention After Termination (Unfair Clause)

5.1 **Retention of Data**
Upon termination or expiration of this Agreement, ABC Cloud Store shall retain all XYZ Accounting Data for 90 days without any obligation to delete, anonymize, return, or restrict access to it.

5.2 **Provider Use Rights**
ABC Cloud Store may continue to use, process, sell, license, or share XYZ Accounting Data for any purpose, at its sole discretion, without notice to XYZ Accounting or any further compensation.

5.3 **Waiver by Client**
XYZ Accounting irrevocably waives all rights to request deletion, impose any limitations, or exercise any control over ABC Cloud Store's use of the data after termination.

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6. Data Security

6.1 **Security Measures**
ABC Cloud Store shall implement reasonable administrative, physical, and technical safeguards designed to protect Client Data against unauthorized access and loss.

6.2 **Incident Notification**
ABC Cloud Store will notify XYZ Accounting of any confirmed data breach affecting Client Data without undue delay.

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7. Confidentiality

7.1 **Mutual Confidentiality**
Each Party agrees to protect the other Party's Confidential Information with the same degree of care it uses to protect its own.

7.2 **Exceptions**
Confidential Information does not include information that is publicly available, rightfully received from third parties, or independently developed without use of the other Party's Confidential Information.

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8. Intellectual Property

8.1 **Ownership**
Each Party retains all rights in its pre-existing intellectual property.

8.2 License
Client grants ABC Cloud Store a non-exclusive license to host, store, and process Client Data solely to provide the Services, subject to Section 5.

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9. Warranties and Disclaimers

9.1 Mutual Warranties
Each Party represents it has the power and authority to enter into this Agreement.

9.2 Provider Warranty
ABC Cloud Store warrants that Services will substantially conform to the Service Description in Schedule A.

9.3 Disclaimer
Except as expressly stated, ABC Cloud Store disclaims all other warranties, express or implied, including merchantability or fitness for a particular purpose.

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10. Termination (Unfair Clause)

10.1 Provider Termination Right
ABC Cloud Store may terminate this Agreement at any time, with **30 days' prior written notice**, at its sole discretion and for any reason.

10.2 Client Termination Restriction
XYZ Accounting may not terminate this Agreement except with **ABC Cloud Store's express written consent**, which may be withheld for any reason or no reason at all.

10.3 Effect of Termination
Termination shall not affect ABC Cloud Store's rights under Section 5 to retain and use XYZ Accounting Data indefinitely.

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11. Limitation of Liability

11.1 Liability Cap
Except for indemnification obligations and breach of confidentiality, each Party's liability shall not exceed the total fees paid in the 12 months prior to the claim.

11.2 Exclusion of Damages
Neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement.

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12. Indemnification

Each Party shall indemnify and hold harmless the other Party against third-party claims arising from its own gross negligence or willful misconduct.

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13. Governing Law and Dispute Resolution

13.1 **Governing Law**
This Agreement is governed by the laws of **[Provider's State/Country]**.

13.2 **Venue**
Any disputes shall be resolved in the courts located in **[Provider's Jurisdiction]**.

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14. Entire Agreement

This Agreement, including **Schedules A and B**, constitutes the entire agreement between the Parties and supersedes all prior understandings, whether written or oral.

Schedule A – Service Description (Example)

- Cloud-based file storage with user access controls

- Daily incremental backups

- 99.9% uptime commitment

- 24/7 technical support via email and chat

Schedule B – Pricing and Payment Terms (Example)

- Monthly Base Fee: $500

- Storage Fee: $0.10 per GB over 1 TB

- Payment Terms: Net 30 days

Signatures

Authorized Representative
ABC Cloud Store

Authorized Representative
XYZ Accounting