Master Service Agreement (MSA) — TEMPLATE

Version: 1.0 (DRAFT) | **Effective:** [Insert on contract execution] | **Review:** Annual

> ⚠️ **DRAFT — DO NOT SIGN OR SEND TO CUSTOMERS WITHOUT LAWYER REVIEW.** The MSA is the primary commercial contract for enterprise airline and vendor customers. Every clause below is negotiable; your lawyer must mark up what is red-line vs. negotiable and what is firm. Companion documents: SLA (`SLA-TEMPLATE.md`), DPA (`DPA-TEMPLATE.md`), Terms of Service (`TERMS-OF-SERVICE.md` — applies for self-serve only). Links to AVI-217.

This Master Service Agreement ("Agreement") is entered into between **[AdoptIQ legal entity, registered office, company number]** ("AdoptIQ") and the customer named on the first Order Form executed under it ("Customer"). The Effective Date is the date of execution of that first Order Form.

The parties agree:

1. Definitions

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party.

"**Authorized Users**" means Customer's and its Affiliates' employees and contractors authorized by Customer to use the Service.

"**Confidential Information**" has the meaning in Section 9.

"**Customer Data**" means data, content, and information submitted by Customer or its Authorized Users to the Service, including Personal Data Processed by AdoptIQ on Customer's behalf under the DPA.

"**Documentation**" means AdoptIQ's standard published user and technical documentation for the Service.

"**DPA**" means the Data Processing Agreement at `adoptiq.io/dpa`, incorporated by reference.

"**Fees**" means the fees set out in an Order Form.

"**Order Form**" means a document referencing this Agreement that identifies the Service, term, fees, and any Service-specific terms, executed by both parties.

"**Service**" means the AdoptIQ software-as-a-service product(s) identified in an Order Form, including any updates, and Documentation.

"**SLA**" means the Service Level Agreement at `adoptiq.io/sla`, incorporated by reference.

"**Term**" has the meaning in Section 12.

2. Service

2.1 Provision

AdoptIQ will make the Service available to Customer and its Authorized Users under this Agreement, the applicable Order Form, the SLA, and the DPA.

2.2 Authorized Users

Customer is responsible for the acts and omissions of its Authorized Users under this Agreement. Customer will ensure each Authorized User keeps credentials confidential and uses the Service in compliance with this Agreement.

2.3 Affiliates

Customer may permit its Affiliates to use the Service, provided Customer remains responsible for their compliance with this Agreement and the relevant Order Form.

2.4 Service updates

AdoptIQ may modify the Service in its reasonable discretion provided that during the Term it does not materially decrease the core functionality identified in the Documentation. Material adverse changes will be notified at least 60 days in advance; Customer's remedy for a materially adverse change is set out in Section 12.4.

2.5 Beta features

Features labelled "beta", "preview", "experimental", or similar are excluded from the SLA and provided "as-is".

3. Customer obligations and restrictions

3.1 Acceptable use

Customer and its Authorized Users will not:

- Use the Service in violation of applicable law or any rights of any person.
- Reverse engineer, decompile, or attempt to derive the source code of the Service, except to the extent applicable law prevents this restriction.
- Resell, sublicense, or provide the Service to a third party (other than as expressly permitted for Affiliates).
- Use the Service to develop a competing product.

- Submit malicious code, conduct security testing without prior written consent, or interfere with the integrity or performance of the Service.
- Submit special-category data, payment card data, or children's data without prior written agreement (per DPA Section 5).

3.2 Customer responsibility for data

Customer is solely responsible for (a) the accuracy, quality, and legality of Customer Data, (b) the means by which Customer acquired Customer Data, (c) Customer's use of the Service, and (d) compliance with applicable law in relation to Customer Data.

4. Fees and payment

4.1 Fees

Customer will pay the Fees set out in each Order Form. Unless an Order Form states otherwise:

- Fees are invoiced annually in advance.
- Payment terms are **Net 30** from the invoice date.
- Fees are exclusive of VAT, GST, sales, and similar taxes (other than taxes on AdoptIQ's net income).
- Fees are non-cancellable and non-refundable except as expressly stated.

4.2 Late payment

AdoptIQ may charge interest on overdue amounts at the lower of [1.5% per month] or the maximum permitted by law, and may suspend the Service on 10 business days' written notice for amounts overdue more than 30 days. [LEGAL — interest rate negotiated; some jurisdictions cap.]

4.3 Disputed amounts

Customer must notify AdoptIQ in writing of any good-faith dispute over an invoice within **15 days** of the invoice date. Undisputed amounts remain payable on the original due date.

4.4 Renewal pricing

Unless the Order Form states otherwise, on renewal AdoptIQ may increase Fees by no more than **[7%] or CPI, whichever is higher**, with at least 60 days' notice prior to the renewal date. [CLARIFY — cap negotiated; default proposal above.]

5. Intellectual property

5.1 AdoptIQ IP

AdoptIQ owns and reserves all rights in and to the Service, the Documentation, AdoptIQ's underlying technology, and all improvements to any of the foregoing. No rights are granted to Customer except those expressly set out in this Agreement.

5.2 Customer Data

As between the parties, Customer owns all right, title, and interest in and to Customer Data. Customer grants AdoptIQ a worldwide, non-exclusive, royalty-free licence to host, store, process, transmit, and display Customer Data solely to provide and support the Service in accordance with this Agreement and the DPA.

5.3 Aggregated and de-identified data

AdoptIQ may use aggregated and de-identified data derived from use of the Service for purposes such as improving the Service, benchmarking, research, and analytics, provided that the data does not identify Customer or any individual. [LEGAL — enterprise customers may strike or restrict.]

5.4 Feedback

Customer may, but is not required to, provide AdoptIQ with feedback on the Service. AdoptIQ may use feedback without restriction or obligation; no obligation of confidence applies to feedback.

5.5 AI / model training

AdoptIQ will **not** use Customer Data to train any general-purpose AI/ML model that is made available to third parties outside Customer's tenancy. AdoptIQ may use Customer Data only as needed to operate the Service for Customer (including Customer-tenant-scoped retrieval, embeddings, and per-Customer fine-tunes where requested). [LEGAL — this is critical for enterprise customers; do not weaken without sign-off.]

6. Confidentiality

6.1 Definition

"**Confidential Information**" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is marked confidential or that a reasonable person would understand to be confidential, including the terms of this Agreement, Customer Data, technical information, security information, and roadmap.

6.2 Obligations

The Recipient will (a) use Confidential Information only for purposes of this Agreement, (b) protect it using at least the same standard of care the Recipient uses for its own confidential information of similar importance (and in any event reasonable care), and (c) limit access to its personnel, Affiliates, and advisors with a need to know who are bound by confidentiality obligations no less protective than this Section.

6.3 Exclusions

Confidential Information does not include information that is (a) public through no fault of Recipient, (b) lawfully received from a third party without restriction, (c) independently developed without use of Discloser's Confidential Information, or (d) required by law to be disclosed (with prompt notice to Discloser where lawful).

6.4 Duration

Obligations apply during the Term and for **5 years thereafter**, except that obligations relating to trade secrets continue for as long as they remain trade secrets, and obligations relating to Personal Data continue under the DPA.

7. Data protection and security

7.1 DPA

To the extent AdoptIQ Processes Personal Data on Customer's behalf, the DPA applies and forms part of this Agreement. In the event of conflict between the DPA and this Agreement on Personal Data matters, the DPA controls.

7.2 Security

AdoptIQ will implement and maintain technical and organizational measures as described in the DPA Annex II, and in AdoptIQ's published security overview, designed to protect Customer Data against unauthorized access, alteration, loss, or disclosure.

7.3 Sub-processors

AdoptIQ's sub-processor list is published at `adoptiq.io/sub-processors` and is incorporated into the DPA. Notification and objection rights are set out in the DPA.

8. Service levels

The SLA applies to the production Service identified in an Order Form. Service Credits under the SLA are the Customer's sole and exclusive remedy for failure to meet the Uptime Commitment, except as

expressly set out in the SLA.

9. Warranties and disclaimers

9.1 Mutual

Each party warrants that it has the legal power and authority to enter into and perform this Agreement.

9.2 AdoptIQ

AdoptIQ warrants that during the Term the Service will perform materially in accordance with the Documentation. Customer's exclusive remedy for breach of this warranty is, at AdoptIQ's option, (a) correction of the non-conformity or (b) termination of the affected Order Form and a pro-rata refund of pre-paid Fees for the unused portion of the Term.

9.3 Customer

Customer warrants that it has all rights necessary to submit Customer Data to the Service.

9.4 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS". ADOPTIQ DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. [LEGAL — disclaimer format and capitalization required in many jurisdictions; lawyer confirm.]

10. Indemnification

10.1 By AdoptIQ

AdoptIQ will defend Customer against any third-party claim alleging that Customer's authorised use of the Service infringes a third party's intellectual property rights ("IP Claim"), and will indemnify Customer for damages and costs finally awarded by a court or in settlement approved by AdoptIQ, provided Customer (a) promptly notifies AdoptIQ, (b) gives AdoptIQ sole control of the defence, and (c) reasonably cooperates.

If the Service is or, in AdoptIQ's opinion, may be the subject of an IP Claim, AdoptIQ may at its option: (i) procure for Customer the right to continue using the Service, (ii) modify or replace the Service to be non-infringing while substantially equivalent, or (iii) terminate the affected Order Form and refund pre-paid unused Fees.

AdoptIQ has no obligation under this Section for claims arising from: (a) use of the Service in combination with anything not provided by AdoptIQ, (b) modifications by Customer or a third party, (c) Customer Data, or (d) use after AdoptIQ has notified Customer to cease.

10.2 By Customer

Customer will defend AdoptIQ against any third-party claim arising from (a) Customer Data, (b) Customer's breach of Section 3.1, or (c) Customer's violation of applicable law in its use of the Service, and will indemnify AdoptIQ for damages and costs finally awarded or settled, subject to the same procedural conditions as Section 10.1.

10.3 Sole remedy

This Section 10 states each party's sole liability and exclusive remedy for third-party claims of the types described.

11. Limitation of liability

11.1 Excluded damages

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY.

11.2 Cap

EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE **12 MONTHS** PRECEDING THE EVENT GIVING RISE TO LIABILITY.

11.3 Carve-outs

The limitations in 11.1 and 11.2 do not apply to:

- Customer's payment obligations.
- Either party's indemnification obligations under Section 10.
- A party's breach of Section 6 (Confidentiality) **other than** Confidentiality breaches relating to Personal Data, which are subject to the DPA's separate cap.
- Gross negligence or wilful misconduct.
- Liability that cannot be limited under applicable law.

[LEGAL — enterprise customers will negotiate (a) super-cap for data-breach liability (often 2× or 3× the cap, or uncapped for wilful misconduct), (b) carve-outs above. Default position written for AdoptIQ as small vendor; expect to give ground on (a) for large airlines.]

11.4 Liability super-cap (negotiable)

Where the Order Form sets a "Liability Super-Cap", that figure replaces the cap in Section 11.2 for: data breaches caused by AdoptIQ's failure to comply with the DPA. [PLACEHOLDER — wording subject to negotiation.]

12. Term and termination

12.1 Term

This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated.

12.2 Order Form term

Each Order Form runs for the term stated in it (default: 12 months from the Order Form effective date) and renews automatically for successive 12-month periods unless either party gives written notice of non-renewal at least **60 days** before the end of the then-current term. [CLARIFY — auto-renew is enterprise-friendly for AdoptIQ; some customers will require opt-in renewal.]

12.3 Termination for cause

Either party may terminate this Agreement and any Order Form for cause on **30 days'** written notice if the other party materially breaches and fails to cure within that period, or on immediate notice if the other party becomes insolvent or enters bankruptcy.

12.4 Termination for materially adverse change

If AdoptIQ makes a change under Section 2.4 that is materially adverse, Customer may terminate the affected Order Form on 30 days' notice given within 60 days of AdoptIQ's change notice and receive a pro-rata refund of pre-paid unused Fees.

12.5 Effect of termination

On termination or expiration:

- Customer's right to use the Service ends.
- Customer Data is returned or deleted in accordance with the DPA.
- Each party promptly returns or destroys the other's Confidential Information, except as required for legal retention.
- Accrued payment obligations survive.

12.6 Survival

Sections 1, 5, 6, 7.1, 9.4, 10, 11, 12.5, 12.6, and 13 survive termination.

13. General

13.1 Governing law and venue

This Agreement is governed by the laws of [England and Wales / Ireland / specified jurisdiction] without regard to conflicts of law principles. The parties submit to the exclusive jurisdiction of the courts of [London / Dublin / specified venue]. [CLARIFY — AdoptIQ's preference is the jurisdiction of its registered office; large customers will push for their own.]

13.2 Notices

Notices are in writing to the addresses on the Order Form, or to `legal@adoptiq.io` for AdoptIQ, with copy by email. Notices are effective on receipt for personal delivery or email and 3 business days after dispatch for post/courier.

13.3 Assignment

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign without consent to an Affiliate or in connection with a merger, acquisition, or sale of substantially all its assets.

13.4 Force majeure

Neither party is liable for failure to perform (other than payment) caused by an event beyond its reasonable control, provided the affected party promptly notifies and takes reasonable steps to mitigate.

13.5 Independent contractors

The parties are independent contractors. Nothing creates a partnership, agency, or employment relationship.

13.6 No third-party beneficiaries

There are no third-party beneficiaries of this Agreement.

13.7 Severability

If any provision is held unenforceable, it will be modified to the minimum extent necessary; the remainder remains in effect.

13.8 Waiver

A waiver is effective only in writing signed by the waiving party. Failure or delay to enforce is not a waiver.

13.9 Entire agreement; order of precedence

This Agreement (including the DPA, SLA, and Order Form(s)) is the entire agreement. Order of precedence on conflict: (1) the Order Form (for the deal-specific terms it covers), (2) the DPA (for Personal Data matters), (3) this Agreement, (4) the SLA, (5) Documentation. Customer purchase-order terms are rejected.

13.10 Counterparts and electronic signature

This Agreement may be executed in counterparts including by electronic signature, each of which is an original and which together form one instrument.

13.11 Export controls; anti-corruption

Each party will comply with applicable export-control, sanctions, and anti-corruption laws (including the UK Bribery Act, FCPA where applicable).

13.12 Publicity

AdoptIQ may identify Customer by name and logo as a customer on AdoptIQ's website and in customer lists, subject to Customer's branding guidelines. Either party requires the other's prior written consent for case studies or press releases. [LEGAL — many enterprise customers strike this until a case study is separately agreed.]

Order Form template (Schedule 1)

Field	Value
Customer	[Legal entity, registered office]
Customer billing contact	[Name, email]
Order Form effective date	YYYY-MM-DD
Initial term	12 months
Service(s)	[List, e.g., AdoptIQ Platform — Enterprise tier]
Authorized Users / volume	[N users / N RFPs / N MAU as applicable]
Fees	[Annual fee, currency]

Field	Value
Payment terms	Net 30 from invoice date
Renewal pricing cap	CPI + [X]% or [Y]% (greater)
Liability Super-Cap (if any)	[Currency amount or "n/a"]
Special terms	[None / Inline overrides]

Signature blocks for both parties.

Annex — Open items

- ☐ Confirm AdoptIQ legal entity name and registered office.
- ☐ Lawyer pass on Sections 9.4, 11, 13.1 (capitalisation conventions vary by jurisdiction).
- ☐ Confirm signature workflow (DocuSign / inline e-signature in product).
- ☐ Confirm whether AdoptIQ offers a "Premium Support" tier with different SLA — if yes, fold into the SLA, not the MSA.
- ☐ Align with Privacy Policy and Terms of Service so definitions don't drift.
- ☐ Decide AI-training language (Section 5.5) before sending to any customer with an AI procurement clause.

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