

Master Services Agreement — Sample

Template for ThermoCalc Enterprise customers. Redline-friendly. Final terms are negotiated per deal.

This is a representative sample of the MSA used for ThermoCalc Enterprise engagements. It is provided for procurement review only and is not a binding offer.

1. Scope of Services

ThermoCalc grants Customer a non-exclusive, non-transferable subscription to the ThermoCalc thermal-engineering calculator suite (the “Services”) for the number of Authorized Users specified in the Order Form.

2. Term & Renewal

The Initial Term begins on the Effective Date and runs for the period set out in the Order Form (typically one (1) to three (3) years). The Agreement renews automatically for successive one-year terms unless either party gives ninety (90) days’ written notice prior to renewal.

3. Fees & Payment

Fees are invoiced annually in advance, net 30. Multi-year commitments may include a contractual price lock for the duration of the term. Seat additions mid-term are pro-rated; reductions take effect at renewal.

4. Customer Data & Security

- ThermoCalc processes Customer Data solely to provide the Services.
- All Customer Data is encrypted in transit (TLS 1.3) and at rest (AES-256).
- Row-level isolation prevents cross-tenant access. Sub-processor list is available on request and updated with thirty (30) days’ notice of material changes.
- Data residency is US-default. EU residency is available as a contractual option.

5. Service Levels

- Monthly uptime target: **99.9%** measured against the Services availability endpoint.
- Service credits: 10% of monthly fees for <99.9%; 25% for <99.0%; 50% for <95.0%.
- Scheduled maintenance windows are excluded; advance notice given via status page.

6. Confidentiality

Each party will protect the other’s Confidential Information using at least the same care it uses for its own, and not less than a reasonable standard. Obligations survive termination for three (3) years.

7. Intellectual Property

ThermoCalc retains all rights in the Services. Customer retains all rights in Customer Data. Customer grants ThermoCalc a limited license to use Customer Data solely to operate, secure, and improve the Services for that Customer.

8. Indemnification

ThermoCalc will defend Customer against third-party claims that the Services infringe a US patent, copyright, or trademark, subject to the limitations in Section 10.

9. Warranties & Disclaimer

ThermoCalc warrants the Services will perform materially in accordance with the published documentation. EXCEPT FOR THE EXPRESS WARRANTIES, THE SERVICES ARE PROVIDED “AS IS”.

10. Limitation of Liability

Each party's aggregate liability is capped at the fees paid by Customer in the twelve (12) months preceding the claim. Neither party is liable for indirect, incidental, or consequential damages. Exceptions: breach of confidentiality, IP indemnity, and gross negligence.

11. Termination

Either party may terminate for material breach uncured after thirty (30) days' written notice. On termination, Customer Data is exportable for ninety (90) days, after which it is securely deleted.

12. Governing Law

This Agreement is governed by the laws of [Delaware / Customer jurisdiction by negotiation]. Disputes are resolved in the courts of that jurisdiction.