

CS-LEG-0002 · GXP-DESK DOCUMENTATION

# Master Services Agreement.

FIT-only redaction. Effective 2026-06-04.

DOCUMENT ID	VERSION	EFFECTIVE	OWNER
<b>CS-LEG-0002</b>	<b>v1.0</b>	<b>2026-06-04</b>	<b>Legal &amp; Compliance</b>

*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)
VERSION	v1.0
STATUS	FIT-CLEAN
EFFECTIVE DATE	2026-06-04
REVIEW CYCLE	On change
DOCUMENT OWNER	Legal & Compliance
CLASSIFICATION	Public — Documentation
RELATED RECORDS	—
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 GxP-Desk 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 version covers.

- Parties, recitals, agreement structure
- Provision of Services — platform access, authorized users, QMS, changelog
- Customer Responsibilities — lawful use, own QMS, security of the identity provider
- Subscription fees and term/termination
- Confidentiality and intellectual property
- Data protection (reference to the DPA in Schedule 2)
- Security (reference to the Security Whitepaper + DPA TOMs)
- Service levels (reference to the SLA in Schedule 1)
- Warranties, indemnification, limitation of liability
- Force majeure, governing law, general provisions

# What this version does **NOT** cover.

- **SCIM provisioning:** No SCIM endpoint; identity lifecycle remains on the IdP/customer side. (SSO via SAML 2.0 / OpenID Connect has been implemented since 2026-06-04.)
- **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 jurisdiction 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>
- **GxP-Desk:** <GxP-Desk legal entity, jurisdiction, address>

## Recitals

Whereas:

- GxP-Desk operates a SaaS platform that supports Computerized Systems Validation in regulated industries.
- The customer wishes to use the platform to support its own regulated processes.
- The parties wish to set out the terms under which GxP-Desk 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 GxP-Desk provides the customer with access to the platform as described in the signed Service Order, in accordance with the SLA (Schedule 1) and the DPA (Schedule 2).
- 01 Access is granted only to authorized users of the customer, identified by the authentication mechanisms configured in the platform.
- 01 GxP-Desk maintains the platform under its internal Quality Management System and publishes release notes for each release in accordance with a documented changelog procedure.

## 3 — Customer Responsibilities

- 01 The customer uses the platform only for lawful business purposes and in accordance with the documentation.
- 01 The customer maintains its own Quality Management System and bears full responsibility for its regulatory obligations, including: - 21 CFR Part 11 - EU GMP Annex 11 - GAMP 5 - Any other regulations relevant to its operations
- 01 The customer secures its authentication infrastructure, including enforcement of strong passwords for users.
- 01 The customer must not (a) reverse-engineer the platform; (b) attempt unauthorized access; (c) use the platform for unlawful processing.
- 01 The customer provides GxP-Desk with reasonable cooperation, including in relation to security advisories and incident response.

# 07 — Fees and Term.

## 4 — Subscription Fees and Payment

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

## 5 — Term and Termination

- 01 The agreement takes effect on the Effective Date for the Initial Term (per service order) and renews automatically unless written notice of termination is given.
- 01 Either party may terminate the agreement for material breach by the other if such breach is not cured within the agreed cure period.
- 01 Upon termination, GxP-Desk makes the customer data available for the agreed post-access period; thereafter, data is returned or deleted per the DPA.
- 01 Termination does not affect any rights or obligations accrued beforehand, including confidentiality, fees, and post-termination retention.

# 08 — Confidentiality and IP.

## 6 — Confidentiality

- 01 Each party maintains strict confidentiality with respect to the other's non-public information that is marked confidential or that should reasonably be regarded as such.
- 01 Each party uses confidential information only to perform its obligations.
- 01 Confidentiality obligations continue for the period specified in the Service Order following termination.

## 7 — Intellectual Property

- 01 **GxP-Desk IP:** GxP-Desk 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 them for the term.
- 01 **Customer Data:** The customer retains all rights to its data — the regulated records, configurations, and metadata it creates on the platform.
- 01 **Feedback:** Where the customer provides feedback, GxP-Desk may use it freely.

# 09 — Data Protection, Security, Service Levels.

## 8 — Data Protection

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

## 9 — Security

GxP-Desk 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 are 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 GxP-Desk warrants that the platform functions substantially in accordance with the documentation.
- 01 GxP-Desk warrants that it has the right to enter into this agreement and to perform its obligations.
- 01 **AS IS DISCLAIMER:** Except as expressly stated, GxP-Desk 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 GxP-Desk:** GxP-Desk indemnifies the customer against third-party claims that the platform infringes an IPR, subject to prompt notification, sole control of the defense, and reasonable cooperation.
- 01 **By Customer:** The customer indemnifies GxP-Desk 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 is liable for indirect, incidental, consequential, special, or exemplary damages, including lost profits or lost data.
- 01 **Aggregate Cap:** Each party's total liability must not exceed the liability cap specified in the Service Order.
- 01 **Carve-outs:** The limitations in this clause do not apply to: - Confidentiality breaches - Indemnification obligations - Gross negligence or willful misconduct - To the extent that limitations are prohibited by law

# 11 — Force Majeure, Governing Law, General.

## 14 — Force Majeure

Neither party is liable for delay or failure to perform to the extent caused by circumstances beyond its reasonable control. The affected party gives notice without undue delay and uses reasonable efforts to mitigate the harm.

## 15 — Governing Law and Dispute Resolution

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

## 16 — General Provisions

- 01 **Notices:** In writing, per the Service Order notice clause.
- 01 **Entire Agreement:** This agreement, the SLA, the DPA, the Security Whitepaper, the Service Order, and the incorporated documents constitute the entire agreement.
- 01 **Order of Precedence:** In the event of conflict: (1) Service Order; (2) DPA; (3) SLA; (4) Agreement; (5) others.
- 01 **Severability:** If any clause is unenforceable, the others remain valid.
- 01 **No Waiver:** Failure to enforce is not a waiver.
- 01 **Assignment:** Neither party may assign without consent, except to a successor in a merger, acquisition, or asset sale.
- 01 **Counterparts:** May be signed electronically in counterparts.

# Schedules.

**Schedule 1 — Service Level Agreement (SLA):** Referenced but here only structurally — 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	2026-06-04	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 GxP-Desk, the platform-specific definition takes precedence over the generic regulatory term.

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

— End of document —