



REVIEW GUIDANCE FOR MASTER SERVICES AGREEMENT (CUSTOMER)

This document is intended to provide a practical, non-binding checklist for reviewing and negotiating a **customer-provided** Master Services Agreement (MSA).

It is not part of any agreement. It does not modify any agreement, create obligations, or grant rights. It is operational guidance only.

1.0 How to use this guidance

- **Goal.** Triage customer paper quickly, identify negotiation hotspots, and protect Alescent's minimum viable contracting posture.
- **Method.** Review clause families in the order below and classify each as: **Critical**, **Essential**, **Important**, or **Preferred**.
- **Escalation.** If a **Critical** item cannot be resolved within acceptable range, escalate before signature.

2.0 Priority tiers

- **Critical.** Must be addressed to avoid disproportionate legal/financial exposure.
- **Essential.** Strongly preferred; exceptions require explicit acceptance and mitigation.
- **Important.** Material, but flexible within bounds.
- **Preferred.** Nice-to-have; negotiate opportunistically.

3.0 Checklist by clause family

3.1 Definitions, structure, and order of precedence (Essential)

- Ensure SOW precedence is clear.
- Ensure a later SOW can override the MSA only as explicitly stated.
- Confirm no hidden incorporation by reference to documents you have not reviewed.

3.2 Confidentiality and non-disclosure (Critical)

- Confirm confidentiality scope is reasonable and workable.
- Confirm confidentiality term is not perpetual for ordinary confidential information.
- Confirm trade secrets receive appropriate protection.
- Confirm compelled disclosure clause exists.
- Confirm confidentiality obligations can flow down to subcontractors reasonably.

3.3 Data protection, security, audit, and privacy (Critical)

- Confirm obligations match what Alescent can actually perform.
- Avoid unlimited audit rights, on-site audits, or excessive frequency.
- Confirm security obligations are bounded to what is in scope.
- Confirm breach notification timelines are realistic.

3.4 Intellectual property, work product, and background IP (Critical)

- Protect Alescent Background IP (methods, frameworks, patterns, tools, templates).



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- Avoid language that assigns all work product, tools, or know-how to the customer.
- Ensure licenses are limited to the customer's internal use (unless otherwise intended).

3.5 Acceptance and change control (Essential)

- Ensure acceptance is time-bounded.
- Ensure rejection requires a single, comprehensive deficiency list.
- Ensure change control exists for scope changes.

3.6 Fees, invoicing, taxes, and payment terms (Critical)

- Avoid pay-when-paid / contingent payment unless explicitly intended.
- Avoid broad unilateral setoff rights.
- Ensure invoicing cadence and payment terms are workable.

3.7 Termination and effect of termination (Critical)

- Prefer no-fault termination with notice.
- Ensure payment for work performed and committed costs.
- Ensure survival clauses are sensible (confidentiality, IP, liability, etc.).

3.8 Warranties and disclaimers (Important)

- Avoid broad warranties inconsistent with advisory services.
- Ensure disclaimers are not prohibited outright.

3.9 Indemnities (Critical)

- Avoid broad indemnities unrelated to IP infringement or willful misconduct.
- Avoid indemnifying the customer for the customer's own negligence.

3.10 Limitation of liability (Critical)

- Ensure there is a cap.
- Avoid carve-outs that swallow the cap.
- Prefer consequential damages exclusion.

3.11 Subcontractors and personnel (Essential)

- Preserve the right to use subcontractors.
- Ensure flow-down obligations are manageable.

3.12 Publicity and branding (Preferred)

- Mutual consent for naming/logo use.

3.13 Dispute resolution and venue (Important)

- Ensure dispute mechanism is workable.
- Avoid one-sided remedies.



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3.14 Miscellaneous (Important/Preferred)

- Assignment, force majeure, notices, counterparts.

4.0 Output artifact

When review is complete, produce:

- A short summary of redline hotspots and risk tiering.
- A list of Critical items accepted, rejected, or pending.
- Any mitigations (insurance, caps, scope limitations) tied to exceptions.