



DCSAI Technologies

LEGAL DOCUMENT · v1.0 · MAY 2026

Master Services Agreement

The umbrella contract for all DCS products + services

Master Services Agreement

This Master Services Agreement ("**Agreement**") is between **DCS AI Technologies L.L.C**, a limited liability company (single-owner) incorporated in the Emirate of Dubai, United Arab Emirates under Commercial License No. 1624450 issued by the Dubai Department of Economy & Tourism (Commercial Register No. 2862220; Dubai Chamber of Commerce + Industry Membership No. 686532; paid-up share capital AED 250,000), with registered office at Office 40, Dubai Industrial City L.L.C, Saih Shuaib 3, Dubai, UAE, owned and managed by Mr. Deepak Dudi Dharam Vir Singh ("**DCS**") and the customer entity identified in an Order Form ("**Customer**"). Each a "**Party**"; together, the "**Parties**".

This Agreement governs the Customer's use of all DCS products and services. It incorporates by reference (a) the Data Processing Agreement, (b) the Service Level Agreement, (c) the Acceptable Use Policy, and (d) any product-specific addenda referenced in the Order Form.

1. Definitions

"Affiliate" any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

"AUP" the Acceptable Use Policy, as amended from time to time, available at dcsai.ai/aup.

"Confidential Information" all non-public information disclosed by one Party to the other that is identified as confidential or that a reasonable person would understand to be confidential.

"Customer Data" data submitted by the Customer or its end-users to the Services.

"DPA" the Data Processing Agreement attached as Schedule A.

"Documentation" the technical documentation for the Services published at docs.dcsai.ai.

"Effective Date" the date of the first Order Form signed by both Parties.

"Fees" the amounts payable by the Customer for the Services as set out in the Order Form or the published price list at dcsai.ai/pricing.

"Intellectual Property Rights" all patents, copyrights, trademarks, trade secrets, and other proprietary rights.

"Order Form" an ordering document specifying the Services purchased, the term, and the Fees.

"Services" the products and services made available by DCS, including DCS Platform, Compute, Storage, OS, Sovereign, Agents, and Agent Studio.

"SLA" the Service Level Agreement, as amended from time to time, available at dcsai.ai/sla.

"Term" as defined in Section 10.1.

"User" an individual authorised by the Customer to use the Services on the Customer's behalf.

2. Services

2.1 Provision. Subject to the Customer's compliance with this Agreement and payment of the Fees, DCS will provide the Services to the Customer during the Term.

2.2 Documentation. The Services will be provided substantially in accordance with the Documentation. DCS may update the Documentation from time to time.

2.3 Service Levels. The Services are subject to the SLA. The Customer's sole and exclusive remedy for failure to meet the SLA is the Service Credits specified therein.

2.4 Changes. DCS may modify the Services from time to time. Material adverse changes will be announced at least 30 days in advance.

3. Customer Obligations

3.1 Authorised use. The Customer will (a) use the Services only for its own business purposes, (b) comply with the AUP, (c) be responsible for the acts and omissions of its Users, and (d) maintain the confidentiality of its credentials.

3.2 Customer Data. The Customer represents that it has all necessary rights, consents, and notices in place to submit Customer Data to the Services.

3.3 Compliance. The Customer is responsible for ensuring that its use of the Services complies with all applicable laws.

3.4 Restrictions. The Customer will not (a) reverse engineer the Services except to the extent permitted by applicable law, (b) resell or sublicense the Services without DCS's prior written consent, (c) use the Services to develop a competing product, or (d) violate the AUP.

4. Fees and Payment

4.1 Fees. The Customer will pay the Fees specified in the Order Form. Usage-based Fees are calculated based on the Customer's actual usage as measured by DCS's systems.

4.2 Invoicing. Subscription Fees are invoiced in advance; usage Fees are invoiced monthly in arrears.

4.3 Payment terms. Invoices are due within 30 days of the invoice date. Overdue amounts bear interest at 1.5% per month or the maximum allowed by law.

4.4 Taxes. Fees are exclusive of all taxes. The Customer is responsible for all taxes other than DCS's income taxes.

4.5 Suspension. If the Customer's payment is overdue by more than 30 days, DCS may suspend the Services after providing 10 days' written notice and an opportunity to cure.

5. Term and Termination

5.1 Term. This Agreement begins on the Effective Date and continues for the term specified in the Order Form, with automatic renewal for successive 12-month periods unless either Party gives at least 60 days' notice of non-renewal.

5.2 Termination for cause. Either Party may terminate this Agreement immediately on written notice if the other Party (a) materially breaches the Agreement and fails to cure within 30 days of written notice, (b) becomes insolvent or files for bankruptcy, or (c) ceases business operations.

5.3 Effect of termination. Upon termination: (a) the Customer's access to the Services will end, (b) DCS will delete or return Customer Data in accordance with the DPA, (c) the Customer will pay all outstanding Fees, and (d) sections 6 (IP), 7 (Confidentiality), 8 (Warranties), 9 (Liability), and 11 (General) will survive.

6. Intellectual Property

6.1 DCS IP. DCS retains all right, title, and interest in and to the Services, the Documentation, and all underlying technology, including all Intellectual Property Rights therein.

6.2 Customer IP. The Customer retains all right, title, and interest in and to Customer Data. The Customer grants DCS a limited, non-exclusive, worldwide, royalty-free licence to use Customer Data solely to provide the Services.

6.3 Feedback. If the Customer provides feedback about the Services, DCS may use that feedback without restriction.

6.4 No model training. DCS will not use Customer Data to train its own AI models without the Customer's prior written consent. This restriction does not apply to aggregated, de-identified usage telemetry that cannot be linked back to the Customer.

7. Confidentiality

7.1 Obligations. Each Party will (a) use the other Party's Confidential Information only to perform under this Agreement, (b) protect such information with the same degree of care it uses for its own confidential information (and not less than reasonable care), and (c) not disclose such information to any third party without prior written consent.

7.2 Exclusions. The obligations in Section 7.1 do not apply to information that (a) was rightfully known prior to receipt, (b) is or becomes publicly available through no breach of this Agreement, (c) is rightfully received from a third party without restriction, or (d) is independently developed without reference to the disclosing Party's Confidential Information.

7.3 Compelled disclosure. A Party may disclose Confidential Information to the extent required by law, provided that it gives the other Party prompt notice (where permitted) and reasonable cooperation to seek a protective order.

8. Warranties and Disclaimers

8.1 Mutual warranties. Each Party warrants that it has the corporate authority to enter into this Agreement.

8.2 DCS warranty. DCS warrants that the Services will perform substantially in accordance with the Documentation. The Customer's sole and exclusive remedy for breach of this warranty is the Service Credits specified in the SLA.

8.3 AI output disclaimer. The Services include AI-generated output. AI output may be inaccurate, incomplete, or inappropriate. The Customer is solely responsible for reviewing, validating, and acting on AI output.

8.4 Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1 Cap. EXCEPT AS PROVIDED IN SECTION 9.3, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.2 Exclusions. EXCEPT AS PROVIDED IN SECTION 9.3, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, OR DATA.

9.3 Carve-outs. The limitations in Sections 9.1 and 9.2 do not apply to (a) the Customer's payment obligations, (b) breach of confidentiality under Section 7, (c) indemnification obligations under Section 10, (d) fraud or wilful misconduct, or (e) any liability that cannot be excluded under applicable law.

10. Indemnification

10.1 By DCS. DCS will defend and indemnify the Customer against any third-party claim alleging that the Services infringe such third party's Intellectual Property Rights. If such a claim is made or DCS reasonably believes it will be, DCS may, at its option, (a) procure the right for the Customer to continue using the Services, (b) modify the Services to be non-infringing, or (c) terminate the affected Services and refund any prepaid Fees.

10.2 By Customer. The Customer will defend and indemnify DCS against any third-party claim arising from (a) the Customer's use of the Services in violation of this Agreement or the AUP, (b) Customer Data, or (c) the Customer's breach of applicable law.

10.3 Procedure. The indemnified Party will (a) promptly notify the indemnifying Party of the claim, (b) give the indemnifying Party sole control of the defence, and (c) cooperate at the indemnifying Party's expense.

11. General

11.1 Governing law. This Agreement is governed by the laws of England and Wales, without regard to conflict-of-laws principles.

11.2 Dispute resolution. Any dispute arising out of or in connection with this Agreement will be resolved by final and binding arbitration administered by the London Court of International Arbitration (LCIA) under the LCIA Arbitration Rules. The seat of arbitration will be London; the language of arbitration will be English.

11.3 Notices. Notices must be in writing and sent to the addresses specified in the Order Form (for DCS: legal@dcsai.ai with a copy to DCS AI Technologies L.L.C, Dubai Industrial City).

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

11.5 Force majeure. Neither Party will be liable for failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, government action, internet backbone failures, and pandemic-related disruptions.

11.6 Entire agreement. This Agreement (including the DPA, SLA, AUP, all Order Forms, and any addenda) constitutes the entire agreement between the Parties and supersedes all prior agreements regarding the subject matter.

11.7 Amendment. This Agreement may be amended only by a written instrument signed by authorised representatives of both Parties, except that DCS may update the DPA, SLA, and AUP from time to time as provided in those documents.

11.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

11.9 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the waiving Party.

11.10 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which will be deemed an original.

Signatures

This Agreement is effective as of the date last signed below.

For DCS AI Technologies L.L.C

For Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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