

Master Services Agreement

Cover Page

Master Services Agreement

Between

Customer: [Large U.S.-Based Enterprise]

Provider: [Fictitious CPaaS or IT Vendor]

Date: _____

Definitions

In the course of this Master Services Agreement (hereinafter Agreement), multiple terms shall be utilized with specific definitions attributed herein, including without limitation to the following: "Customer Data" shall encompass all data provided by Customer to Provider in connection with the Services, "Services" shall refer to the suite of offerings detailed in Exhibit A inclusive of telecommunications, cloud-based solutions, and any ancillary services thereto; "Confidential Information" shall mean all non-public information disclosed by either party, whether orally or in writing, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential; provided however that Confidential Information shall not include information that is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information or is lawfully obtained from a third party without breach of confidentiality obligations. In addition, Provider shall ensure all personnel adhere to compliance obligations as stipulated under Section 18.4(a), notwithstanding the foregoing but subject to Section 22.7(ii)(B). Effective Date: _____

Scope

The Services provided shall extend to the parameters defined within this Agreement and any associated Exhibits, wherein Provider agrees to render technical support, software maintenance, and system integration services to Customer, including the installation, configuration, and operation of telecommunications hardware, provided that such hardware shall remain the property of Provider unless expressly transferred under a separate Bill of Sale. The Provider shall (i) log access to all systems containing Customer Data that (A) involve Personally Identifiable Information (PII), which for purposes hereof means (1) any data that could reasonably be used to identify a natural person, (2) financial account information, or

(3) health information, or (B) are subject to (ii) notify changes within a commercially reasonable timeframe, except where delayed by circumstances beyond Provider's control, including acts of God, or as further detailed in Section 14.2(c)(vii). As Customer's complete and exclusive remedy under the circumstances described in the preceding three sentences but subject to the limitations set forth in Section 21.5(ii), Customer may terminate this Agreement for cause upon written notice to Provider, provided however that cure periods of no less than thirty (30) days shall be afforded to Provider prior to such termination.¹ Subject to residency requirements set forth herein which shall include compliance with local laws and regulations governing the use of telecommunications equipment in the jurisdiction where services are rendered, notwithstanding any contrary provision herein.

Fees

The fee schedule applicable to the Services shall be detailed in Exhibit B, which is hereby incorporated by reference, and shall include monthly recurring charges, usage-based fees, and any applicable taxes or surcharges. Customer agrees to remit payment in accordance with the terms set forth in Exhibit B within thirty (30) days of invoice date, provided however that disputed amounts shall not be due until resolution of such disputes. Notwithstanding the foregoing, Provider reserves the right to suspend services in the event of non-payment of undisputed amounts, subject to prior written notice to Customer, and further provided that Provider shall not be liable for any losses incurred by Customer as a result of such suspension. The parties agree that fees shall be subject to annual review and adjustment based on the Consumer Price Index or as otherwise mutually agreed in writing. Effective Date: _____

Confidential – Page 2 of X

Indemnities

The Provider shall indemnify, defend, and hold harmless Customer from and against any and all claims, liabilities, damages, losses, costs or expenses arising out of or in connection with (i) any breach of Provider's representations, warranties, or obligations under this Agreement, (ii) negligence or willful misconduct by Provider or its employees, agents, or subcontractors, or (iii) infringement of any third-party intellectual property rights, except to the extent such claim arises from Customer's unauthorized modifications of the Services. Customer shall promptly notify Provider of any claim subject to indemnification; provided however that failure to notify shall not relieve Provider of its obligations except to the extent Provider is materially prejudiced thereby. Provider shall have the right to assume control of the defense and settlement of any claim provided that Customer may participate in such defense with counsel of its own choosing at its own expense. Customer's indemnity obligations shall be limited to claims arising from Customer's breach of its representations and warranties under this Agreement.² Subject to residency requirements set forth herein which shall include compliance with local laws and regulations governing the use of telecommunications equipment in the jurisdiction where services are rendered, notwithstanding any contrary provision herein.

Service Level Agreements (SLAs)

Provider agrees to maintain service levels as specified in Exhibit C, which shall include minimum uptime percentages, response times for support requests, and resolutions targets for service interruptions, provided however that Provider shall not be liable for failure to meet such service levels due to circumstances beyond its control, including but not limited to natural disasters, acts of terrorism, or government actions. In the event Provider fails to meet the service levels, Customer shall be entitled to service credits as detailed in Exhibit C, which shall be Customer's sole and exclusive remedy for such failure. Provider shall provide monthly reports detailing service level performance and shall cooperate with Customer to investigate and resolve any service level deficiencies. Customer shall have the right to audit Provider's performance against the service levels upon reasonable notice and during normal business hours.³Subject to residency requirements set forth herein which shall include compliance with local laws and regulations governing the use of telecommunications equipment in the jurisdiction where services are rendered, notwithstanding any contrary provision herein.

Data Privacy

Provider shall implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized access, use, disclosure, or destruction, in accordance with applicable data protection laws, including without limitation the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR). Provider shall promptly notify Customer of any data breach affecting Customer Data, and shall cooperate with Customer to mitigate the effects of such breach and comply with any regulatory reporting requirements. Provider shall not sell, rent, or lease Customer Data to any third party, nor use Customer Data for any purpose other than providing the Services, except as otherwise agreed in writing. Provider shall ensure all personnel adhere to compliance obligations as stipulated under Section 18.4(a), notwithstanding the foregoing but subject to Section 22.7(ii)(B).

Confidential – Page 3 of X

Intellectual Property (IP)

The parties acknowledge that all intellectual property rights in the Services, including any software or documentation provided therewith, shall remain the sole and exclusive property of Provider, except as otherwise expressly granted under this Agreement. Customer shall have a non-exclusive, non-transferable license to use the software solely for its internal business purposes, subject to the terms and conditions of this Agreement. Customer shall not reverse engineer, decompile, or disassemble the software, nor remove or alter any proprietary notices therein. Customer agrees to promptly notify Provider of any infringement of Provider's intellectual property rights and to cooperate with Provider in the enforcement thereof. Provider warrants that it has all necessary rights to grant the licenses contemplated herein and that the Services do not infringe any third-party intellectual property rights.

Acceptable Use Policies (AUPs)

Customer agrees to use the Services in compliance with Provider's Acceptable Use Policies, which shall be made available to Customer and updated from time to time. Customer shall not use the Services to transmit, store, or distribute any material that is illegal, harmful, or offensive, nor engage in any activity that interferes with or disrupts the Services or the networks connected thereto. Provider reserves the right to suspend or terminate Customer's access to the Services for violation of the Acceptable Use Policies, provided that Provider shall give Customer prior notice and an opportunity to cure such violation. Provider shall not be liable for any losses incurred by Customer as a result of such suspension or termination.

Liability

Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages, including without limitation lost profits, loss of use, or business interruption, arising out of or in connection with this Agreement, whether based on contract, tort, or any other legal theory, even if such party has been advised of the possibility of such damages. The total aggregate liability of each party for any and all claims arising out of or in connection with this Agreement shall not exceed the total fees paid by Customer to Provider under this Agreement during the twelve (12) months preceding the date of the claim. Provider shall not be liable for any losses incurred by Customer as a result of suspension of services due to non-payment of undisputed amounts, subject to prior written notice to Customer.

Confidential – Page 4 of X

Termination

Termination rights include the ability of either party to terminate this Agreement for cause upon written notice in the event of a material breach by the other party, provided however that the breaching party shall have thirty (30) days to cure such breach. In addition, Customer may terminate this Agreement for convenience upon thirty (30) days' written notice to Provider, subject to payment of any fees accrued up to the effective date of termination. Provider may terminate this Agreement upon written notice to Customer if Customer fails to pay any undisputed amounts within thirty (30) days of invoice date, provided that Provider shall give Customer prior notice and an opportunity to cure such non-payment. Upon termination, Customer shall cease all use of the Services and return or destroy any software or documentation provided by Provider. The provisions of this Agreement which by their nature should survive termination shall survive, including but not limited to confidentiality, indemnity, and liability.

Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA),

provided however that either party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent the unauthorized use or disclosure of its Confidential Information or intellectual property. The arbitration shall be conducted in the English language in [City, State], and the decision of the arbitrator shall be final and binding on the parties. Each party shall bear its own costs and expenses of arbitration, except as otherwise awarded by the arbitrator. Confidential – Page 5 of X