

# MASTER SERVICES AGREEMENT

**This Master Services Agreement ("Agreement") is entered into by and between Customer Name ("Customer"), a corporation duly organized under the laws of the United States with its principal place of business at Customer Address, and Provider Name ("Provider"), a corporation organized under the laws of Provider Jurisdiction with its principal place of business at Provider Address, as of the Effective Date: \_\_\_\_\_.**

## ## Definitions

This Agreement shall govern the terms and conditions under which Provider agrees to provide certain services to Customer. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise. "Services" shall mean all activities, efforts, and deliverables provided by Provider as set forth more fully herein; "Effective Date" shall mean the date upon which this Agreement becomes operative; "Confidential Information" means any and all proprietary information disclosed by either party to the other in connection with this Agreement; "Customer Data" means any data that is provided by Customer to Provider or otherwise obtained by Provider in the course of providing the Services. Notwithstanding the foregoing but subject to any applicable laws, "PII" means personally identifiable information; "Fees" shall refer to the compensation payable by Customer to Provider for the Services as described in the applicable fee schedule attached hereto as Exhibit A; "Exhibit A" shall mean the schedule of fees annexed to this Agreement, which may be amended from time to time by mutual agreement of the parties; "Force Majeure" refers to events beyond the reasonable control of a party, including but not limited to natural disasters, acts of terrorism, and governmental regulations; "Indemnified Party" shall mean the party entitled to indemnification under this Agreement; "Term" shall refer to the duration of this Agreement commencing on the Effective Date and continuing until terminated as provided herein; "Termination" shall mean the cessation of this Agreement pursuant to the terms set forth herein; "Dispute Resolution" means the mechanism by which disputes arising under this Agreement shall be resolved; "SLAs" means Service Level Agreements; "CPNI" refers to Customer Proprietary Network Information subject to the rules and regulations of the Federal Communications Commission; "Data Localization" refers to the requirements for storing data within specific geographic locations; "Emergency Call Disclaimers" refers to the limitations and specifications related to emergency call handling as set forth in Section 7.5 below; "Export Controls" refers to restrictions on the transfer of certain technologies as required by law; "Provider Systems" means any hardware, software, networks, and other technology used by Provider to deliver the Services; "Audit Rights" means the rights of Customer to inspect and review Provider's compliance with this Agreement; "Warranty" means any representation or assurance provided by Provider regarding the quality or performance of the Services. As Customer's complete and exclusive remedy under the circumstances described in the preceding three sentences but subject to the limitations set forth herein, Provider shall indemnify Customer for damages arising from breach of warranty.

## ## Scope of Services

The Services to be provided by Provider under this Agreement shall encompass those activities and deliverables more particularly described in Exhibit B attached hereto. The Provider shall (i) adhere to all applicable laws and regulations governing the provision of its Services, including without limitation those relating to data protection and privacy, (ii) ensure that all Customer Data is maintained in accordance with industry standards and best practices, including encryption and secure access protocols, and (iii) notify Customer promptly of any unauthorized access to or use of Customer Data. In the event of such unauthorized

access or use, Provider shall, as a condition of this Agreement, take all necessary steps to mitigate any harm and shall cooperate fully with Customer in any investigation or remediation efforts. Provider shall further comply with all applicable export control laws and regulations and shall provide reasonable assistance to Customer in ensuring compliance therewith; provided however that, notwithstanding the foregoing but subject to Section 19.4(c)(viii), Provider shall not be liable for any delays or failures in performance resulting from compliance with such laws. Provider shall also ensure that all documentation and deliverables provided under this Agreement are accurate, complete, and in accordance with the specifications set forth in Exhibit B. Provider acknowledges that time is of the essence in the performance of its obligations hereunder, and accordingly agrees to adhere to the timelines and deadlines established by Customer. Provider agrees to designate a primary point of contact responsible for overseeing the delivery of Services and addressing any issues that may arise. Customer shall have the right to request modifications to the Services at any time, subject to mutual agreement of the parties and any necessary adjustments to the Fees.

## ## Fees and Payment Terms

Fees payable by Customer to Provider for the Services shall be as set forth in Exhibit A. Provider shall invoice Customer on a monthly basis, and Customer shall remit payment within thirty (30) days of receipt of such invoice. Provider reserves the right to suspend the provision of Services in the event of non-payment; provided however that, except where applicable and unless previously waived (subject to Section 17.3), Provider shall provide Customer with notice of any such suspension at least fifteen (15) days prior thereto. All amounts payable under this Agreement shall be exclusive of applicable taxes and duties, which shall be borne by Customer.<sup>1</sup> Subject to residency requirements set forth herein which shall include limitations on the transfer of funds across certain jurisdictions, Customer may withhold payment of any disputed amounts pending resolution of the dispute as provided in Section 14. Provider shall submit all invoices in electronic format, and Customer shall have the right to audit Provider's records to verify the accuracy of any amounts invoiced. Provider shall cooperate fully with Customer in any such audit and shall provide access to relevant documentation and personnel as reasonably requested by Customer. In the event that any audit reveals discrepancies in Provider's invoicing, Provider shall promptly correct such discrepancies and refund any overpayments to Customer.

## ## Confidentiality

Each party agrees to maintain the confidentiality of the other's Confidential Information and shall not disclose such information to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to perform its obligations under this Agreement. The receiving party shall use the same degree of care to protect the confidentiality of the disclosing party's Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care. Provided that the foregoing does not apply to information that is (i) publicly available, (ii) independently developed by the receiving party, or (iii) lawfully obtained from a third party. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to its employees, agents, and subcontractors who have a need to know such information for the purpose of

performing obligations under this Agreement, provided that such employees, agents, and subcontractors are bound by confidentiality obligations no less restrictive than those set forth herein. The obligations of confidentiality shall survive the termination of this Agreement for a period of three years. In the event of any unauthorized disclosure of Confidential Information, the receiving party shall promptly notify the disclosing party and take all reasonable steps to mitigate the impact of such disclosure. As Customer's complete and exclusive remedy under the circumstances described in the preceding three sentences but subject to the limitations set forth herein, Provider shall indemnify Customer for damages arising from breach of confidentiality obligations.

## ## Intellectual Property Rights

Provider acknowledges and agrees that all intellectual property rights in and to any deliverables provided under this Agreement shall vest in Customer upon delivery. Provider shall retain ownership of all intellectual property rights in and to any pre-existing materials used in the performance of the Services, subject to a non-exclusive, perpetual, royalty-free license granted to Customer for use in connection with the Services. Provider shall indemnify Customer for any infringement of third-party intellectual property rights arising from the use of the deliverables provided under this Agreement. The parties agree that any enhancements or modifications to the deliverables shall be the sole property of Customer, and Provider shall execute any documents necessary to effectuate the transfer of ownership. Provider shall take all reasonable steps to avoid the infringement of third-party intellectual property rights in the performance of its obligations hereunder, including conducting appropriate due diligence and obtaining necessary licenses. Customer shall have the right to use any deliverables provided under this Agreement for its internal business purposes and shall not be restricted in its ability to modify, adapt, or otherwise utilize such deliverables. Provider shall cooperate with Customer in any efforts to protect and enforce Customer's intellectual property rights in and to the deliverables.

## ## Audit Rights and Compliance

Customer shall have the right to conduct audits of Provider's compliance with the terms of this Agreement, including but not limited to its adherence to data protection and privacy obligations, its handling of Customer Data, and its invoicing practices. Provider shall cooperate fully with any audit conducted by Customer and shall provide access to relevant documentation and personnel as reasonably requested. Provider shall maintain accurate and complete records of its activities under this Agreement for a period of at least five (5) years and shall make such records available to Customer upon request. Customer shall have the right to verify Provider's compliance with its obligations under this Agreement through inspections, reviews, and other means, and Provider shall take all reasonable steps to facilitate such verification. Provider shall implement and maintain appropriate measures to ensure compliance with applicable laws and regulations, including those relating to data protection, privacy, and export controls. Provider shall promptly notify Customer of any non-compliance with such laws and regulations and shall take all necessary steps to rectify any such non-compliance. Provider shall indemnify Customer for any damages arising from Provider's failure to comply with applicable laws and regulations.

## ## Service Level Agreements (SLAs)

Provider shall ensure that the Services are delivered in accordance with the service levels set forth in Exhibit C attached hereto. Provider acknowledges and agrees that time is of the essence in the performance of its obligations under this Agreement and shall adhere to the timelines and deadlines established by Customer. Provider shall provide regular reports to Customer on its performance against the service levels and shall take all necessary steps to address any deficiencies. In the event that Provider fails to meet the service levels, Customer shall be entitled to remedies as set forth in Exhibit C, including but not limited to service credits and termination rights. Provider shall implement and maintain appropriate measures to ensure the reliability and availability of the Services, including backup and disaster recovery procedures. Provider shall promptly notify Customer of any outages or disruptions to the Services and shall take all necessary steps to restore service. Customer shall have the right to modify the service levels at any time, subject to mutual agreement of the parties.

## ## Termination and Suspension

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party in the event of a material breach of the terms of this Agreement by the other party, provided that the breaching party fails to cure such breach within the notice period. This Agreement may also be terminated by Customer at any time for convenience upon thirty (30) days' prior written notice to Provider. Provider may suspend the provision of Services in the event of non-payment by Customer, subject to the notice requirements set forth in Section 3. Provider shall have no liability to Customer for any suspension or termination of the Services as a result of Customer's failure to comply with its obligations under this Agreement. Upon termination or expiration of this Agreement, Provider shall return or destroy all Customer Data in its possession, and Customer shall pay any outstanding Fees for Services rendered. The provisions of this Agreement relating to confidentiality, intellectual property rights, and indemnification shall survive termination or expiration.

## ## Dispute Resolution

Any disputes arising under this Agreement shall be resolved through negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the English language in Customer's principal place of business. Each party shall bear its own costs and expenses of the arbitration, and the costs of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, and may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction to prevent the unauthorized use or disclosure of its Confidential Information.

## ## Indemnification

Provider shall indemnify and hold harmless Customer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, and expenses arising from Provider's breach of its obligations under this Agreement, including but not limited to its breach of confidentiality obligations and its failure to comply with applicable laws and regulations. Provider shall also indemnify Customer for any infringement of third-party intellectual property rights arising from the use of the deliverables provided under this Agreement. Customer shall indemnify Provider for any claims arising from Customer's breach of its obligations under this Agreement, including but not limited to its failure to pay the Fees due under this Agreement.

## ## Data Privacy and Security

Provider shall implement and maintain appropriate measures to ensure the privacy and security of Customer Data, including encryption, access controls, and secure transmission protocols. Provider shall comply with all applicable data protection and privacy laws and regulations, including those relating to the protection of personally identifiable information (PII). Provider shall promptly notify Customer of any unauthorized access to or use of Customer Data and shall take all necessary steps to mitigate any harm. Provider shall cooperate fully with Customer in any investigation or remediation efforts. Provider shall also comply with any data localization requirements imposed by law or by Customer, including storing Customer Data within specific geographic locations. Provider shall implement and maintain appropriate measures to ensure compliance with export controls, including obtaining necessary licenses and approvals for the transfer of technology.

## ## Emergency Call Disclaimers

Provider shall ensure that its Services comply with all applicable regulations governing the handling of emergency calls, including but not limited to requirements for routing, prioritization, and location identification. Provider shall implement and maintain appropriate measures to ensure the reliability and availability of its emergency call services, including backup and disaster recovery procedures. Provider shall promptly notify Customer of any outages or disruptions to its emergency call services and shall take all necessary steps to restore service. Provider shall indemnify Customer for any damages arising from Provider's failure to comply with applicable regulations governing emergency calls.

## ## Export Controls

Provider shall comply with all applicable export control laws and regulations, including obtaining necessary licenses and approvals for the transfer of technology. Provider shall provide reasonable assistance to Customer in ensuring compliance with such laws and regulations. Provider shall indemnify Customer for any damages arising from Provider's failure to comply with applicable export control laws and regulations.

## ## Force Majeure

Neither party shall be liable for any delays or failures in performance resulting from events beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, and governmental regulations. In the event of a force majeure event, the affected party shall promptly notify the other party and shall take all reasonable steps to mitigate the impact of the event. The obligations of the parties under this Agreement shall be suspended for the duration of the force majeure event.

## ## Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, by overnight courier, or by certified mail, return receipt requested, to the addresses specified above. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that any electronic signatures or other electronic indications of assent shall be deemed to be valid and binding. In the event of any conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

