

# **MASTER SERVICES AGREEMENT**

**By and Between**

**Customer: Large U.S.-Based Enterprise ("Customer")**

**Provider: Fictitious Technology Provider ("Provider")**

**Date: \_\_\_\_\_**

**1. Definitions and Interpretations This Master Services Agreement ("Agreement") by and between Customer and Provider is entered into as of the Effective Date specified herein and includes, but is not limited to, the following definitions and interpretations, which shall govern the entirety of this Agreement except where otherwise explicitly stated, provided however that, notwithstanding the foregoing but subject to applicable law, the definitions herein may be further delineated by the specific context within which they are applied. The term "Services" shall refer to all functions, tasks, and activities Provider is obligated to perform under this Agreement, including any ancillary obligations not expressly stated herein but reasonably inferred from the nature of the engagement, whereas "Customer Data" encompasses all information provided by, or on behalf of, Customer, or otherwise acquired by Provider in the performance of the Services, including without limitation any personally identifiable information ("PII"). For purposes of this Agreement, "PII" shall mean any data that could reasonably be used to identify a natural person, including, but not limited to, names, addresses, financial account information, or health-related data, and "Confidential Information" shall be understood to include any and all proprietary, technical, or business information furnished by either party in connection with this Agreement that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, excepting such information that is or becomes publicly available through no fault of the receiving party. The term "Subcontractor" shall refer to any third party engaged by Provider to perform any part of the Services, subject to Customer's prior written approval, which shall not be unreasonably withheld, provided that all Subcontractors shall be subject to the same terms and**

conditions as Provider under this Agreement. Provider acknowledges that Customer shall retain all right, title, and interest in and to Customer Data, and Provider's use thereof shall be limited to the purposes expressly permitted under this Agreement. The term "Force Majeure" shall encompass any unforeseeable event beyond the reasonable control of a party that prevents said party from performing its obligations under this Agreement, including but not limited to acts of God, war, terrorism, strikes, or governmental regulations. The terms "including," "includes," and "include" shall be deemed to be followed by "without limitation," and words importing the singular shall include the plural and vice versa. In the event of any dispute regarding the interpretation of the terms set forth herein, the parties agree that such dispute shall be resolved according to the laws of the State of [Insert State] without regard to its conflict of law principles.

**2. Scope of Services** The Provider shall render the Services to the Customer, as described in Exhibit A attached hereto, which may be amended from time to time by mutual written agreement of the parties, provided that each amendment shall be executed by duly authorized representatives of both parties. The Services shall encompass a comprehensive suite of communications platform as a service ("CPaaS") offerings, including but not limited to messaging, voice, and video capabilities, API integrations, and system interoperability, tailored to meet Customer's business requirements, subject to the Service Level Agreements ("SLAs") outlined herein, which shall include performance metrics, uptime guarantees, and remedy provisions in the event of service interruptions or failures. The Provider agrees to adhere to any and all applicable federal, state, and local telecommunications regulations, including but not limited to compliance with the Communications Assistance for Law Enforcement Act ("CALEA"), and shall implement reasonable security measures to safeguard Customer Data in accordance with industry best practices, provided however that, notwithstanding the

foregoing, Provider shall promptly notify Customer in the event of any data breach or unauthorized access to Customer Data. The Provider shall cooperate with Customer in conducting routine audits of Provider's systems and processes to ensure compliance with the terms of this Agreement and applicable law, and shall provide access to relevant documentation, personnel, and systems as reasonably requested by Customer, subject to reasonable notice and scheduling considerations.

**3. Fees and Payment Terms** As consideration for the Services rendered under this Agreement, Customer shall pay Provider the fees set forth in Exhibit B, which may include fixed charges, usage-based fees, and other applicable charges, all of which shall be invoiced monthly in arrears, payable within thirty (30) days of receipt of a properly rendered invoice, subject to Customer's right to dispute any invoiced amounts in good faith. Provider shall be responsible for all taxes, duties, or levies imposed by any governmental authority in connection with the Services, except for taxes based solely on Customer's income, provided however that Customer shall furnish Provider with any applicable tax exemption certificates upon request. In the event of late payment, Provider reserves the right to charge interest on the overdue amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, until the outstanding amount is paid in full.

**4. Indemnification and Liability** Provider agrees to indemnify, defend, and hold harmless Customer, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with Provider's performance or non-performance of the Services, breach of this Agreement, or violation of applicable law, except to the extent such claims arise from the gross negligence or willful misconduct of Customer. Provider's liability under this Agreement shall be limited

to direct damages and shall not exceed the amount paid by Customer to Provider under this Agreement during the twelve (12) months preceding the event giving rise to the claim, provided however that this limitation shall not apply to damages arising from Provider's breach of its confidentiality obligations, infringement of intellectual property rights, or indemnification obligations.

**5. Service Level Agreements ("SLAs")** Provider shall ensure that the Services meet or exceed the performance standards set forth in Exhibit C, which shall include uptime commitments, response times, and resolution times for service issues, provided however that, notwithstanding the foregoing, any failure to meet the SLAs shall entitle Customer to the remedies specified therein, which may include service credits, termination rights, or other corrective actions, subject to the limitations and exclusions specified in this Agreement. Provider shall maintain a robust incident management process to promptly identify, investigate, and resolve service issues, and shall provide Customer with regular reports detailing service performance, incident resolution, and any corrective actions taken to prevent future occurrences.

**6. Data Privacy and Security** Provider shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Customer Data, in accordance with applicable privacy and data protection laws, including the General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), and any other relevant legislation, provided however that, notwithstanding the foregoing, Provider shall promptly notify Customer of any unauthorized access, use, or disclosure of Customer Data and shall cooperate with Customer in investigating and responding to any such incident. Provider shall ensure that any Subcontractors or third parties engaged in the performance of the Services comply with the data protection requirements set forth in this Agreement,

**and shall obtain Customer's prior written consent before transferring Customer Data to any such Subcontractors or third parties.**

**7. Intellectual Property Rights Provider acknowledges that all rights, title, and interest in and to Customer's intellectual property, including any trademarks, copyrights, patents, and trade secrets, shall remain vested in Customer, and Provider shall not acquire any rights therein except as expressly granted under this Agreement. Provider shall ensure that the Services and any deliverables provided under this Agreement do not infringe upon any third-party intellectual property rights, and agrees to indemnify Customer against any claims of infringement arising from Provider's performance of the Services.**

**8. Acceptable Use Policy ("AUP") Customer shall comply with Provider's Acceptable Use Policy attached hereto as Exhibit D, which may be amended from time to time by Provider, with notice to Customer, provided that any amendment shall not materially alter Customer's rights or obligations under this Agreement. Customer shall not use the Services for any unlawful, fraudulent, or abusive purposes, and shall ensure that its employees, agents, and affiliates comply with the AUP at all times.**

**9. Termination Either party may terminate this Agreement for convenience upon ninety (90) days' written notice to the other party, or for cause in the event of a material breach of this Agreement by the other party, provided however that the breaching party shall have thirty (30) days to cure the breach following receipt of written notice thereof. In the event of termination, Provider shall promptly cease all Services and return or destroy all Customer Data, as requested by Customer.**

**10. Dispute Resolution** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that either party may seek injunctive relief in a court of competent jurisdiction to protect its intellectual property rights. The arbitration shall be conducted in [Insert City], [Insert State], and the award rendered by the arbitrator(s) shall be final and binding upon the parties and may be entered in any court having jurisdiction thereof.

**11. Emergency Call Disclaimers** Provider shall ensure that any emergency call services provided as part of the CPaaS offerings comply with applicable Federal Communications Commission ("FCC") regulations and technical specifications, including Enhanced 911 ("E911") requirements, provided however that Customer acknowledges and agrees that Provider shall not be liable for any failure or delay in the transmission of emergency calls due to circumstances beyond Provider's reasonable control, including network congestion, equipment malfunctions, or errors in data provided by Customer. Customer shall be responsible for providing accurate location information for the provision of emergency call services, and Provider shall not be liable for any inaccuracies or omissions in such information.

**12. Data Localization and Export Controls** Provider shall comply with all applicable data localization and export control laws, including country-specific requirements for the storage, processing, and transfer of Customer Data, provided however that Customer shall furnish Provider with any necessary authorizations or licenses

required under such laws. Provider shall not transfer Customer Data to any location outside the United States without Customer's prior written consent, and shall ensure that any such transfer complies with the applicable legal requirements.

**13. Audit Rights** Customer shall have the right to audit Provider's compliance with the terms of this Agreement, including its security measures, data protection practices, and adherence to SLAs, at any time during the term of this Agreement, subject to reasonable notice and scheduling considerations. Provider shall cooperate with Customer in conducting such audits and shall provide access to relevant personnel, documentation, and systems, provided however that any audit shall be conducted in a manner that minimizes disruption to Provider's operations.

**14. Remedies and Limitations** 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 4, Customer may elect to receive service credits, terminate the Agreement, or pursue other remedies as specified herein, provided that any such remedy shall be subject to the exclusions and limitations set forth in this Agreement, including the limitation of liability provisions. Provider shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages, except to the extent such damages arise from Provider's breach of its confidentiality obligations or infringement of intellectual property rights.

**15. Signature Blocks** Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Provider: \_\_\_\_\_ Date: \_\_\_\_\_



**16. Miscellaneous Provisions** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral, relating to such subject matter, provided however that any non-disclosure agreements entered into by the parties shall remain in full force and effect. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties, and any waiver of any provision of this Agreement shall be limited to the specific instance and shall not operate as a waiver of any future breach.

**17. Compliance with U.S. Telecom Law** Provider shall comply with all applicable U.S. telecommunications laws and regulations, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, and any rules or orders issued by the FCC, provided however that Customer shall furnish Provider with any necessary certifications or documentation required under such laws. Provider shall implement reasonable security measures to protect Customer Data in accordance with applicable federal and state regulations, including the FCC's Customer Proprietary Network Information ("CPNI") rules.

**18. Notices** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, transmitted by electronic mail, or sent by certified or registered mail, postage prepaid, to the address specified by each party, provided however that either party may change its address for notice by providing written notice to the other party in accordance with this section. Notice shall be effective upon receipt, provided that any notice transmitted by electronic mail shall be deemed received upon acknowledgment of receipt by the receiving party.

**19. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to its conflict of law principles, provided however that any dispute arising under this Agreement shall be resolved in accordance with the dispute resolution procedures set forth herein. Each party submits to the exclusive jurisdiction of the state and federal courts located in [Insert City], [Insert State] for the resolution

**of any disputes arising under this Agreement.**

**20. Severability** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, provided however that the parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the original intent of the parties. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision of this Agreement.

**21. Amendment and Waiver** No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties, provided however that any waiver of any provision of this Agreement shall be effective only if in writing and signed by the party against whom enforcement is sought. Any waiver of any provision of this Agreement shall be limited to the specific instance and shall not operate as a waiver of any future breach of that provision or any other provision of this Agreement.

**22. Exhibits and Appendices** The Exhibits and Appendices attached to this Agreement are incorporated by reference and made a part of this Agreement as if fully set forth herein, provided however that in the event of any conflict between the terms of this Agreement and the terms of any Exhibit or Appendix, the terms of this Agreement shall control, except as expressly stated otherwise in such Exhibit or Appendix. Exhibit A: Scope of Services; Exhibit B: Fees and Payment Terms; Exhibit C: Service Level Agreements; Exhibit D: Acceptable Use Policy.

**23. Force Majeure** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including acts of God, war, terrorism, strikes, or governmental regulations, provided however that the affected party shall promptly notify the other party of the occurrence of such event and shall use its best efforts to resume performance as soon as practicable. The affected party shall not be excused from performance under this Agreement for more than thirty (30) days without the consent of the other party.

**24. Assignment** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, provided however that either party may assign this Agreement to an affiliate or successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, subject to the terms and conditions of this Agreement. Any attempted assignment in violation of this section shall be null and void.

**25. Confidentiality Obligations** Each party agrees to maintain the confidentiality of the other party's Confidential Information and shall not disclose such information to any third party except as required by law or as expressly permitted under this Agreement, provided however that each party may disclose Confidential Information to its employees, agents, or subcontractors who need to know such information for the purposes of fulfilling its obligations under this Agreement, subject to such persons being bound by confidentiality obligations at least as restrictive as those set forth herein. The confidentiality obligations set forth in this section shall survive the expiration or termination of this Agreement for a period of five (5) years.

**26. Entire Agreement** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral, relating to such subject matter, provided however that any non-disclosure agreements entered into by the parties shall remain in full force and effect. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties, and any waiver of any provision of this Agreement shall be limited to the specific instance and shall not operate as a waiver of any future breach.

**27. Signature Blocks Customer:** \_\_\_\_\_ **Date:**  
\_\_\_\_\_ **Provider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**28. Miscellaneous Provisions** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral, relating to such subject matter, provided however that any non-disclosure agreements entered into by the parties shall remain in full force and effect. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties, and any waiver of any provision of this Agreement shall be limited to the specific instance and shall not operate as a waiver of any future breach.