Master Services Agreement

This Master Services Agreement ("Agreement") is entered into by and between [Customer Name], a corporation organized under the laws of the United States with its principal place of business at [Customer Address] ("Customer"), and [Provider Name], a corporation organized under the laws of [Provider Jurisdiction] with its principal place of business at [Provider Address] ("Provider"). The Effective Date of this Agreement shall be _____.

1. Definitions and Interpretations

In this Agreement, unless the context otherwise requires, the following definitions shall apply: "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; "Confidential Information" refers to any non-public information, including trade secrets, business plans, and proprietary data, disclosed by one party to the other under this Agreement, provided however that, notwithstanding the foregoing but subject to subsection 1.3, such information shall not include information that is: (i) in the public domain through no fault of the receiving party; (ii) known to the receiving party prior to disclosure; (iii) independently developed by the receiving party without reference to the disclosing party's information; or (iv) required to be disclosed by law or governmental order, provided that the receiving party promptly notifies the disclosing party prior to such disclosure and cooperates with the disclosing party in any attempt to limit or contest the disclosure. As used herein, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise; "Customer Data" means any data or information, including Personal Data, provided by Customer to Provider in connection with the Services, as further described herein and subject to Section 3.4(b)(ii)(A)(1)(α) which pertains specifically to 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 the scope of Exhibit A; "Services" refer to the communications platform services and related offerings provided by Provider to Customer as detailed in Exhibit B, including but not limited to CPaaS functionalities, API integration, emergency call handling, message routing, and data analytics capabilities. Notwithstanding the foregoing, the term "Services" shall exclude any third-party services procured by Customer independently of Provider's offerings, unless expressly included in a SOW executed by both parties. The headings of sections and subsections (except where specified otherwise) are for convenience only and shall not affect the interpretation of this Agreement. "Force Majeure" means any unforeseeable event beyond the reasonable control of the affected party, including acts of God, natural disasters, war, terrorism, and government actions, which prevent or delay the performance of obligations under this Agreement, provided that the affected party shall promptly notify the other party of the occurrence of such event and use commercially reasonable efforts to mitigate its effects. Each definition herein shall apply equally to both singular and plural forms and any references to sections or exhibits shall be to those contained within this Agreement unless specified otherwise.

2. Scope of Services, Deliverables, and Performance Obligations

Subject to the terms and conditions of this Agreement, Provider shall provide to Customer the Services described in Exhibit B, commencing on the Effective Date. Provider agrees to perform the Services in a diligent and professional manner, using appropriately qualified and trained personnel, and in accordance with the service levels set forth in Exhibit C. Customer shall have the right to audit Provider's performance of the Services at any time upon reasonable notice, provided that such audits shall not unreasonably interfere with Provider's ongoing operations. Notwithstanding the foregoing but subject to any applicable limitations, Provider shall ensure compliance with all applicable U.S. federal, state, and local laws, rules, and regulations, including but not limited to the Telecommunications Act of 1996, CPNI requirements, and any other regulatory obligations relevant to the Services delivered under this Agreement. Provider shall implement and maintain an information security program designed to protect the confidentiality, integrity, and availability of Customer Data, which shall include without limitation encryption protocols, access controls, and regular security assessments. Provider shall notify Customer within _____ hours of any security breach affecting Customer Data and cooperate fully with any investigation conducted by Customer or its representatives. Notwithstanding any provision to the contrary, Provider shall ensure that all deliverables provided under this Agreement meet the specifications and requirements set forth in the applicable SOW, and any deviations must be approved in writing by Customer. Provider shall be responsible for all costs associated with the correction of any nonconforming deliverables, except where such nonconformance arises due to the actions or omissions of Customer. Provider shall maintain complete and accurate records of all transactions and activities related to the Services for a period of not less than _____ years and shall provide Customer with access to such records upon request.

3. Fees, Invoicing, and Payment Terms

The fees for the Services shall be as specified in Exhibit D, which may be amended from time to time by mutual written agreement of the parties. Provider shall invoice Customer monthly in arrears for Services rendered during the preceding month, and Customer shall pay undisputed amounts within _____ days of receipt of a valid invoice. In the event of any dispute regarding an invoice, Customer shall notify Provider within _____ days of receipt, specifying the nature of the dispute, and the parties shall work in good faith to resolve the dispute within _____ days thereafter. Provider shall continue to perform its obligations under this Agreement notwithstanding any payment dispute, and Customer shall not withhold payment for any undisputed portion of an invoice. The fees set forth in Exhibit D shall be exclusive of taxes, duties, and levies, which shall be the responsibility of Customer, provided however that Provider shall be responsible for any taxes imposed on its income or profits. Provider shall provide Customer with all necessary documentation to support any charges invoiced, including detailed timesheets, expense reports, and any other relevant records. Provider shall not be entitled to reimbursement for any expenses incurred in the performance of the Services unless expressly authorized in advance by Customer in writing. Provider shall promptly refund to Customer any overcharges or erroneous payments identified by Customer or through audits conducted pursuant to Section 2.2. Provider shall maintain all prices for services at the

levels specified in Exhibit D for the initial term of the Agreement, subject to adjustment only as expressly provided herein or in a subsequent amendment executed by both parties. Any changes to the fee structure shall require at least _____ days' prior written notice to Customer and shall not take effect until the commencement of the next billing cycle following the expiration of such notice period.

4. Indemnities and Liability

Provider agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with (a) Provider's breach of any representation, warranty, or obligation under this Agreement; (b) any infringement or misappropriation of any third-party intellectual property rights by Provider in connection with the Services; (c) any violation of applicable law by Provider or its personnel in the performance of the Services; or (d) any gross negligence or willful misconduct by Provider or its personnel. Customer shall give Provider prompt written notice of any claim for which indemnification is sought and shall cooperate with Provider in the defense of such claim, provided that Customer shall have the right to participate in such defense at its own expense. Provider shall not settle any claim without Customer's prior written consent, which shall not be unreasonably withheld. The indemnification obligations set forth herein shall survive the termination of this Agreement. Notwithstanding anything to the contrary, Provider's total liability under this Agreement shall not exceed the total fees paid by Customer to Provider under this Agreement during the _____ month period preceding the date on which the claim arose, provided however that this limitation shall not apply to claims arising from Provider's gross negligence, willful misconduct, or infringement of intellectual property rights. Neither party shall be liable for any indirect, incidental, special, or consequential damages, including loss of profits, revenue, or data, arising out of or in connection with this Agreement, even if advised of the possibility of such damages. The parties acknowledge and agree that the limitations of liability set forth herein reflect an allocation of risk between the parties and are an essential part of the consideration for Provider's performance of the Services.

5. Term and Termination

This Agreement shall commence on the Effective Date and continue for an initial term of _____ years, unless earlier terminated in accordance with the provisions hereof. Either party may terminate this Agreement for convenience upon _____ days' prior written notice to the other party, provided however that any such termination shall not relieve either party of its obligations under this Agreement arising prior to the effective date of termination. Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and fails to cure such breach within _____ days after receipt of written notice

thereof. In the event of termination for any reason, Provider shall promptly return or destroy all Confidential Information of Customer and certify such return or destruction in writing. Provider shall cease all use of Customer Data and ensure the secure deletion thereof from its systems in accordance with Customer's instructions. Customer shall pay Provider for all Services rendered up to the effective date of termination, subject to any rights of setoff or deduction for breaches of this Agreement by Provider. Upon termination of this Agreement, all licenses granted to Provider hereunder shall immediately terminate, and Provider shall cease all use of any Customer intellectual property. The rights and obligations of the parties under Sections 1, 4, 5, 7, and 9 shall survive termination of this Agreement. Any termination of this Agreement shall be without prejudice to any other rights or remedies available to the parties under this Agreement or at law.

6. Data Privacy and Security

Provider shall comply with all applicable data privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other applicable U.S. federal or state privacy laws, in the collection, use, processing, storage, and disposal of Customer Data. Provider shall implement appropriate technical and organizational measures to protect Customer Data against unauthorized access, use, disclosure, alteration, or destruction, including but not limited to encryption, access controls, and regular security audits. Provider shall ensure that all personnel engaged in the processing of Customer Data are subject to confidentiality obligations and have received appropriate training on data privacy and security. Provider shall not transfer Customer Data outside the United States without Customer's prior written consent and shall ensure that any such transfer complies with applicable data export control laws and regulations. Provider shall cooperate with Customer in responding to any data subject access requests, complaints, or inquiries received by Customer relating to Provider's processing of Customer Data. Provider shall promptly notify Customer in writing of any actual or suspected data breach affecting Customer Data and shall provide all reasonable assistance to Customer in investigating and responding to such breach. Provider shall indemnify and hold Customer harmless from any claims, damages, fines, or penalties arising from Provider's breach of its data privacy and security obligations under this Agreement. Provider shall maintain comprehensive records of its data processing activities and shall provide Customer with access to such records upon request. Provider shall conduct regular data protection impact assessments and provide Customer with the results thereof upon request.

7. Intellectual Property Rights

All intellectual property rights in and to the Services, including any modifications, enhancements, or derivative works thereof, shall remain the sole and exclusive property of

Provider. Customer shall have a limited, non-exclusive, non-transferable license to use the Services solely for its internal business purposes during the term of this Agreement, subject to the terms and conditions set forth herein. Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services, except to the extent expressly permitted by applicable law. Customer shall not modify, adapt, or create derivative works of the Services without Provider's prior written consent. Provider shall indemnify and hold harmless Customer from any claims or liabilities arising from the infringement of any third-party intellectual property rights by the Services, subject to the limitations set forth in Section 4. Provider shall own all rights, title, and interest in any intellectual property developed or created by Provider in connection with the performance of the Services, including any customizations or configurations made at Customer's request. Customer shall have the right to use any deliverables provided by Provider under this Agreement in accordance with the terms of the applicable SOW, and Provider hereby grants Customer a perpetual, irrevocable, royalty-free license to use such deliverables for Customer's internal business purposes. Provider shall ensure that all third-party software or components included in the Services are properly licensed and shall indemnify Customer against any claims arising from Provider's failure to obtain the necessary licenses. Provider shall promptly notify Customer of any infringement claims relating to the Services and shall provide all reasonable assistance to Customer in defending against such claims.

8. Acceptable Use Policies (AUPs)

Customer shall comply with Provider's Acceptable Use Policies ("AUPs") as set forth in Exhibit E, which may be amended from time to time by Provider upon notice to Customer. Customer shall ensure that its use of the Services does not: (a) violate any applicable law or regulation; (b) infringe any third-party rights; (c) involve any fraudulent, deceptive, or misleading practices; (d) include any obscene, offensive, or otherwise inappropriate content; or (e) interfere with or disrupt the integrity or performance of the Services or any systems or networks used by Provider to deliver the Services. Provider reserves the right to suspend or terminate Customer's access to the Services in the event of any violation of the AUPs, provided however that Provider shall use commercially reasonable efforts to provide Customer with notice and an opportunity to cure any such violation prior to suspension or termination. Customer shall indemnify and hold harmless Provider from any claims, damages, or liabilities arising from Customer's breach of the AUPs, subject to the limitations set forth in Section 4. Provider shall have the right to monitor Customer's use of the Services for compliance with the AUPs and shall have the right to take any necessary actions to enforce the AUPs, including suspension or termination of Customer's access to the Services. Provider shall not be liable for any damages resulting from the enforcement of the AUPs, including any suspension or termination of Customer's access to the Services. Customer shall ensure that all its personnel are aware of and comply with the AUPs and shall be responsible for any violations thereof.

9. Service Level Agreements (SLAs)

Provider shall deliver the Services in accordance with the service levels set forth in Exhibit C, which shall include specific uptime targets, response times, and resolution times for any incidents or issues affecting the Services. Provider shall use commercially reasonable efforts to meet or exceed the service levels specified in Exhibit C and shall promptly notify Customer of any failure to meet such service levels. In the event that Provider fails to meet any service level target, Customer shall be entitled to service credits as specified in Exhibit C, which shall be applied to Customer's next invoice. Provider shall maintain complete and accurate records of its performance against the service levels and shall provide Customer with access to such records upon request. Provider shall conduct regular reviews of its performance against the service levels and shall implement any necessary corrective actions to address any deficiencies. Provider shall promptly notify Customer of any changes to the service levels and shall obtain Customer's approval prior to implementing any such changes. Provider shall indemnify and hold harmless Customer from any damages or liabilities arising from Provider's failure to meet the service levels, subject to the limitations set forth in Section 4. Provider shall ensure that all personnel involved in the delivery of the Services are aware of and comply with the service levels and shall be responsible for any failures to meet such service levels.

10. Compliance with Laws and Regulations

Provider shall comply with all applicable laws, rules, and regulations in the performance of its obligations under this Agreement, including but not limited to U.S. federal, state, and local laws relating to telecommunications, data privacy, and export controls. Provider shall obtain and maintain all necessary licenses, permits, and approvals required for the provision of the Services, and shall ensure that all personnel engaged in the delivery of the Services are properly licensed and qualified. Provider shall promptly notify Customer of any changes to applicable laws or regulations that may impact the provision of the Services and shall cooperate with Customer in implementing any necessary adjustments to the Services to ensure compliance. Provider shall indemnify and hold harmless Customer from any fines, penalties, or liabilities arising from Provider's breach of its compliance obligations under this Agreement, subject to the limitations set forth in Section 4. Provider shall conduct regular audits of its compliance with applicable laws and regulations and shall provide Customer with the results thereof upon request. Provider shall promptly notify Customer of any investigations or inquiries by regulatory authorities relating to the Services and shall provide all reasonable assistance to Customer in responding to such investigations or inquiries. Provider shall ensure that all personnel are aware of and comply with applicable laws and regulations and shall be responsible for any violations thereof.

11. Emergency Call Handling and Technical Specifications

Provider shall ensure that all emergency calls made using the Services are routed to the appropriate public safety answering points (PSAPs) in accordance with applicable laws and regulations. Provider shall implement and maintain robust technical infrastructure and processes to support the reliable and timely handling of emergency calls, including but not limited to redundancy, failover, and geolocation capabilities. Provider shall promptly notify Customer of any issues or outages affecting the handling of emergency calls and shall implement corrective actions to address such issues. Provider shall provide Customer with detailed technical specifications for the emergency call handling features of the Services and shall ensure that all personnel involved in the delivery of such features are properly trained and qualified. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to comply with its emergency call handling obligations under this Agreement, subject to the limitations set forth in Section 4. Provider shall conduct regular tests and audits of its emergency call handling capabilities and shall provide Customer with the results thereof upon request. Provider shall ensure that all emergency call data is handled in accordance with applicable data privacy laws and regulations and shall cooperate with Customer in responding to any inquiries or investigations by regulatory authorities.

12. Signature Blocks

[Customer Signature Block: Printed Name, Title, Date]
[Provider Signature Block: Printed Name, Title, Date]

13. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations within _____ days, either party may initiate mediation by providing written notice to the other party. The mediation shall be conducted in [City, State] in accordance with the rules of the American Arbitration Association. If the dispute is not resolved through mediation within _____ days, either party may initiate arbitration by providing written notice to the other party. The arbitration shall be conducted in [City, State] in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on the parties. Each party shall bear its own costs and expenses incurred in connection with the mediation and arbitration, provided however that the costs of the mediator and arbitrator shall be shared equally by the parties. The parties agree that any arbitration award may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to prevent or enjoin any breach of this Agreement that could cause

irreparable harm to the seeking party. The dispute resolution procedures set forth herein shall not apply to any claims for indemnification under Section 4, which may be brought directly in any court of competent jurisdiction.

14. Miscellaneous Provisions

This Agreement, including all exhibits and SOWs attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written. This Agreement may not be amended or modified except by a written agreement signed by both parties. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party, and no waiver of any breach of this Agreement shall be deemed to be a waiver of any other breach. This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in [City, State] for any disputes arising out of or relating to this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, provided however that either party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

15. Exhibits

Exhibit A: Description of Services
Exhibit B: Fee Schedule
Exhibit C: Service Level Agreements
Exhibit D: Acceptable Use Policies
Exhibit E: Data Privacy and Security Requirements

16. Signature Blocks for Exhibits

[Customer Signature Block for Exhibit A: Printed Name, Title, Date]
[Provider Signature Block for Exhibit A: Printed Name, Title, Date]

17. Table of Fees and Charges

Service Description	Unit Price	Monthly Fee	Annual Fee
Basic CPaaS Services	$_____	$_____	$_____
Advanced API Access	$_____	$_____	$_____
Emergency Call Routing	$_____	$_____	$_____

18. Table of Service Levels

Service Level Metric	Target	Measurement Method	Service Credit
Uptime Percentage	99.95%	Automated Monitoring	10% of Monthly Fee
Response Time	< 1 hour	Incident Tracking	5% of Monthly Fee
Resolution Time	< 24 hours	Service Logs	15% of Monthly Fee

19. Table of Data Privacy Requirements

Requirement	Description	Compliance Method
Encryption	AES-256	Managed Services
Access Control	Role-Based	System Administration
Data Breach Notification	Within 24 hours	Incident Reporting

20. Final Signature Blocks

[Customer Final Signature Block: Printed Name, Title, Date]
[Provider Final Signature Block: Printed Name, Title, Date]

21. Additional Provisions

Provider shall comply with all additional provisions set forth in Exhibit F, including but not limited to any industry-specific requirements, technical standards, and compliance obligations.

Provider shall ensure that all personnel involved in the delivery of the Services are aware of and comply with these additional provisions and shall be responsible for any violations thereof. Provider shall promptly notify Customer of any changes to the additional provisions and shall obtain Customer's approval prior to implementing any such changes. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to comply with the additional provisions, subject to the limitations set forth in Section 4. Provider shall conduct regular audits of its compliance with the additional provisions and shall provide Customer with the results thereof upon request. Provider shall ensure that all deliverables provided under this Agreement meet the specifications and requirements set forth in the additional provisions, and any deviations must be approved in writing by Customer. Provider shall be responsible for all costs associated with the correction of any nonconforming deliverables, except where such nonconformance arises due to the actions or omissions of Customer.

22. Transition Assistance and Exit Management

Provider shall provide transition assistance to Customer upon termination or expiration of this Agreement to ensure a smooth and orderly transfer of the Services to Customer or its designated successor. Provider shall cooperate with Customer in developing a transition plan and shall provide all necessary resources and support to implement such plan. Provider shall ensure that all personnel involved in the transition are properly trained and qualified and shall be responsible for any delays or disruptions in the transfer of the Services. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to provide transition assistance, subject to the limitations set forth in Section 4. Provider shall ensure that all Customer Data is securely transferred to Customer or its designated successor and shall provide Customer with a complete and accurate inventory of all Customer Data in its possession. Provider shall ensure the secure deletion of all Customer Data from its systems in accordance with Customer's instructions and shall certify such deletion in writing. Provider shall provide Customer with access to all records and documentation related to the Services to facilitate the transition process. Provider shall not charge Customer any fees for the provision of transition assistance, except as expressly provided in Exhibit G.

23. Notices

All notices, requests, and other communications 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 set forth above or to such other address as either party may designate by notice to the other party. Notices shall be deemed delivered upon receipt or, in the case of certified mail, _____ days after deposit in the mail. Either party may

change its address for notices by providing written notice to the other party in accordance with this Section. Provider shall ensure that all personnel involved in the delivery of the Services are aware of and comply with the notice requirements set forth herein and shall be responsible for any failures to provide timely notice. Provider shall promptly notify Customer of any changes to its contact information for notices and shall provide Customer with updated information upon request. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to comply with the notice requirements, subject to the limitations set forth in Section 4.

24. Relationship of the Parties

The parties are independent contractors, and nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or other relationship between the parties. Neither party shall have the authority to bind the other party or to incur any obligations on behalf of the other party without the prior written consent of the other party. Each party shall be responsible for its own expenses and costs incurred in the performance of its obligations under this Agreement, except as expressly provided herein. Provider shall ensure that all personnel involved in the delivery of the Services are aware of and comply with the relationship requirements set forth herein and shall be responsible for any violations thereof. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to comply with the relationship requirements, subject to the limitations set forth in Section 4. The relationship requirements set forth herein shall survive termination of this Agreement.

25. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Provider shall ensure that all personnel involved in the execution of this Agreement are properly authorized and qualified to execute the Agreement on behalf of Provider. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to comply with the execution requirements, subject to the limitations set forth in Section 4. Provider shall promptly provide Customer with copies of all executed counterparts of this Agreement upon request. The execution requirements set forth herein shall survive termination of this Agreement.

26. Exhibits and Attachments

The exhibits and attachments referenced in this Agreement are hereby incorporated by reference and form an integral part of this Agreement. Provider shall ensure that all personnel involved in the delivery of the Services are aware of and comply with the requirements set forth in the exhibits and attachments and shall be responsible for any violations thereof. Provider shall indemnify and hold harmless Customer from any claims, damages, or liabilities arising from Provider's failure to comply with the requirements set forth in the exhibits and attachments, subject to the limitations set forth in Section 4. Provider shall promptly notify Customer of any changes to the exhibits and attachments and shall obtain Customer's approval prior to implementing any such changes. Provider shall provide Customer with copies of all exhibits and attachments upon request. The requirements set forth in the exhibits and attachments shall survive termination of this Agreement.