

Cover Page
Master Services Agreement
Between [Customer Name]
And [Provider Name]
Date: _____

Core Document

1. Definitions and Interpretations

For the purposes of this Agreement, the following definitions shall apply: "Effective Date" means the date set forth on the Cover Page; "Customer" refers to [Customer Name], a corporation organized under the laws of the United States, having its principal place of business at [Customer Address]; "Provider" refers to [Provider Name], a [State] corporation, having its principal place of business at [Provider Address]; "Services" shall encompass all offerings and deliverables provided by Provider as described in Exhibit A attached hereto; "Confidential Information" includes all data, reports, trade secrets, and proprietary information disclosed between the parties during the term of this Agreement, particularly any Customer Personal Information ("CPI"), which shall be governed by Section 17.3, including without limitation any data that identifies or can be used to identify a natural person; and "Term" refers to the duration of this Agreement as specified in Section 4.2. Notwithstanding any other provision herein contained, definitions may be expanded or limited by mutual written agreement of the parties, provided that any such amendment must be explicitly set forth in an addendum executed by both parties to be considered effective. As further described in Section 5.1, all references to "including" shall mean "including without limitation," and references to statutory provisions shall include any amendments, extensions, or reenactments thereof, and any regulations promulgated thereunder. The terms "day" or "days" shall refer to calendar days, unless otherwise specified as "Business Days," which shall exclude weekends and U.S. federal holidays. Interpretation of this Agreement shall be in accordance with the laws of the State of New York, without regard to conflicts of law principles that would apply the laws of another jurisdiction, provided however that any disputes arising hereunder shall be subject to Section 24 on Dispute Resolution.

2. Scope of Services

Provider shall deliver the Services as outlined in Exhibit A, which includes but is not limited to CPaaS offerings, IT infrastructure management, and technical support services in accordance with the specifications set forth therein. Provider shall ensure that all Services are performed in a professional manner consistent with industry standards and shall employ personnel with the requisite skills and qualifications to perform such Services. The scope of Services may be modified from time to time by mutual written consent of the parties; provided however that any such modification shall be documented in an amendment signed by both parties. Provider acknowledges that Customer shall have the right to audit Provider's compliance with the terms of this Agreement at any time with reasonable notice, subject to Section 21 on Audit Rights. Customer shall have the unfettered right to request changes to the Services during the Term, in which case the parties shall negotiate in good faith to agree upon the scope, timing, and fees applicable to such changes, any such agreement to be documented in writing. Provider shall be responsible for obtaining any necessary licenses, permits, or approvals required to perform the Services, and Provider shall ensure compliance with all applicable laws, regulations, and standards, including those related to environmental, labor, and data protection as further outlined in Section 19.1 and Section 22.4 respectively. Provider shall ensure that all deliverables, including any software and hardware components, meet the

specifications set forth in Exhibit A and shall warrant that such deliverables shall be free from defects in material and workmanship, provided that any defects discovered during the warranty period shall be remedied at Provider's expense as further detailed in Section 6.5.

3. Fees and Payment Terms

Customer shall pay Provider the fees set forth in Exhibit B, which shall be based on the agreed-upon rates for Services rendered; provided however that Provider shall submit to Customer detailed invoices on a monthly basis. Payments shall be due within thirty (30) days of Customer's receipt of a correct invoice, and Provider shall be responsible for any taxes, duties, or levies imposed by any governmental authority in connection with the Services, except for taxes based on Customer's income. Provider shall ensure that invoices are accurate and reflect the Services performed, including any adjustments for Service Level Agreement ("SLA") compliance as detailed in Section 8. Provider acknowledges that Customer shall have the right to withhold payment for any disputed fees until such dispute is resolved pursuant to Section 24 on Dispute Resolution. Provider shall maintain accurate records of all transactions related to the Services, including time logs, materials used, and third-party expenses incurred, and shall provide such records to Customer upon request, subject to audit rights set forth in Section 21. Provider shall comply with any electronic invoicing requirements specified by Customer, and Provider shall ensure that all payment information remains confidential in accordance with Section 17 on Data Privacy. Customer shall have the right to offset any amounts due to Provider against any amounts Provider owes to Customer under this Agreement or any other agreement between the parties.

4. Indemnity

Provider shall indemnify, defend, and hold harmless Customer, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to Provider's performance or non-performance of the Services, including any breach of this Agreement, negligence, willful misconduct, or violation of applicable law by Provider or its subcontractors. Provider shall indemnify Customer against any third-party claims alleging infringement of intellectual property rights by Provider's deliverables or Services, provided that Customer promptly notifies Provider of any such claim and permits Provider to control the defense and settlement thereof. Customer shall have the right, at its own expense, to participate in the defense of any claim subject to indemnification, and Provider shall not settle any claim without Customer's prior written consent, which shall not be unreasonably withheld. Provider's indemnification obligations shall survive the termination or expiration of this Agreement for a period of five (5) years. Customer reserves the right to recover any indemnifiable losses directly from Provider or through any insurance coverage maintained by Provider, and Provider shall ensure that such coverage is adequate and remains in effect during the Term of this Agreement.

5. Service Level Agreements (SLAs)

Provider shall adhere to the SLAs set forth in Exhibit C, which specify the performance standards and metrics applicable to the Services, including uptime guarantees, response times, and resolution times for support requests. Provider shall monitor and report SLA

compliance on a monthly basis, and Customer shall have the right to audit Provider's compliance records as provided in Section 21. Provider acknowledges that failure to meet the agreed-upon SLAs may result in penalties or credits as specified in Exhibit C, provided however that any dispute regarding SLA compliance shall be resolved in accordance with Section 24 on Dispute Resolution. Provider shall ensure that all personnel involved in the delivery of Services are familiar with the SLA requirements and are trained to meet or exceed such standards. Customer reserves the right to modify the SLAs during the Term of this Agreement, subject to mutual agreement of the parties, any such modification to be documented in writing. Provider shall promptly notify Customer of any anticipated or actual SLA breaches and shall take immediate corrective action to remedy such breaches at Provider's expense. Provider shall indemnify Customer for any losses or damages incurred as a result of Provider's failure to comply with the SLAs, including any penalties or credits owed to Customer under Exhibit C.

6. Data Privacy and Security

Provider shall comply with all applicable data privacy and security laws, including but not limited to the General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), and any other U.S. federal or state laws governing the collection, use, and protection of personal data. Provider shall implement appropriate technical and organizational measures to protect Customer Data against unauthorized access, disclosure, alteration, or destruction, and shall ensure that all personnel involved in the processing of Customer Data are trained in data privacy and security protocols. Provider shall promptly notify Customer of any data breaches or security incidents affecting Customer Data, and shall cooperate with Customer in investigating and resolving such incidents. Provider shall ensure that any subcontractors or third-party service providers engaged in the performance of Services comply with the data privacy and security requirements set forth herein, and Provider shall remain liable for any breach of such requirements by its subcontractors or third-party service providers. Provider shall indemnify Customer for any losses or damages incurred as a result of Provider's failure to comply with the data privacy and security requirements, including any penalties or fines imposed by regulatory authorities. Provider's data privacy and security obligations shall survive the termination or expiration of this Agreement for a period of five (5) years.

7. Intellectual Property Rights

All intellectual property rights in the deliverables and Services provided by Provider shall vest in Customer, and Provider hereby assigns to Customer all rights, title, and interest in and to such deliverables and Services, including any patents, copyrights, trademarks, trade secrets, and other proprietary rights. Provider shall ensure that all deliverables are original works and do not infringe the intellectual property rights of any third party. Provider shall indemnify Customer for any claims alleging infringement of intellectual property rights by Provider's deliverables or Services, provided that Customer promptly notifies Provider of any such claim and permits Provider to control the defense and settlement thereof. Provider shall grant Customer a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, distribute, modify, and create derivative works of any pre-existing materials incorporated into the deliverables, and Provider shall ensure that such license is sufficient to enable Customer

to use the deliverables for their intended purpose. Provider's intellectual property obligations shall survive the termination or expiration of this Agreement for a period of five (5) years.

8. Acceptable Use Policies (AUPs)

Provider shall comply with Customer's Acceptable Use Policies ("AUPs") as set forth in Exhibit D, which govern the use of Customer's systems, networks, and data. Provider shall ensure that all personnel involved in the delivery of Services are familiar with the AUP requirements and are trained to adhere to such policies. Provider shall promptly notify Customer of any violations of the AUPs and shall take immediate corrective action to remedy such violations at Provider's expense. Provider shall indemnify Customer for any losses or damages incurred as a result of Provider's failure to comply with the AUPs, including any penalties or fines imposed by regulatory authorities. Provider's AUP obligations shall survive the termination or expiration of this Agreement for a period of five (5) years.

9. Liability Limitations

Except as otherwise provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including any loss of profits, revenue, or data, arising out of or relating to this Agreement, whether in contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. The aggregate liability of each party for any and all claims arising out of or relating to this Agreement shall be limited to the total fees paid by Customer to Provider under this Agreement during the twelve (12) months preceding the date on which the claim arose. Provider shall indemnify Customer for any losses or damages incurred as a result of Provider's failure to comply with the terms of this Agreement, including any breach of this Agreement, negligence, willful misconduct, or violation of applicable law by Provider or its subcontractors. Provider's liability obligations shall survive the termination or expiration of this Agreement for a period of five (5) years.

10. Termination

Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof. Customer may terminate this Agreement for convenience upon thirty (30) days' written notice to Provider. Upon termination or expiration of this Agreement, Provider shall promptly return to Customer all Customer Data, Confidential Information, and other materials provided by Customer in connection with the Services, and Provider shall ensure that all deliverables are completed and delivered to Customer prior to the termination or expiration date. Provider shall indemnify Customer for any losses or damages incurred as a result of Provider's failure to comply with the termination requirements set forth herein, including any penalties or fines imposed by regulatory authorities. Provider's termination obligations shall survive the termination or expiration of this Agreement for a period of five (5) years.