

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into by and between [Customer Name], a corporation organized and existing under the laws of the state of [State], having its principal place of business at [Customer Address] ("Customer"), and [Provider Name], a corporation organized and existing under the laws of the state of [State], having its principal place of business at [Provider Address] ("Provider"), effective as of the ____ day of _____, 20__ ("Effective Date").

1. Definitions

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The following terms shall have the meanings set forth below unless the context clearly requires otherwise, provided however that the interpretation of these terms shall not be limited by any specific examples mentioned herein, notwithstanding any apparent ambiguity, and subject to the provisions contained in subsequent sections of this Agreement. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of securities, by contract, or otherwise; "Customer Data" means any data or information provided by Customer to Provider in connection with the Services; "Services" means the services to be performed by Provider as described in this Agreement and any applicable Statement of Work ("SOW") executed pursuant hereto; "SOW" means a statement of work that specifies the details of the Services to be provided by Provider, including, but not limited to, deliverables, timelines, and fees, which shall be incorporated into this Agreement by reference; "CPNI" means Customer Proprietary Network Information as defined under applicable U.S. telecommunications law, including but not limited to, information related to the quantity, technical configuration, type, destination, location, and amount of use of telecommunications services subscribed to by any customer of a telecommunications carrier; and "Emergency Calls" refers to calls made to emergency services, which must adhere to technical specifications set forth herein and comply with all applicable laws and regulations.

2. Scope of Services

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The Provider shall furnish to the Customer the Services described in each mutually executed SOW, which shall be governed by the terms and conditions set forth in this Agreement, except to the extent that any specific terms within a SOW expressly modify or supersede the terms of this Agreement. Notwithstanding the foregoing, the Provider shall ensure that all Services comply with applicable laws, regulations, and industry standards, including without limitation those related to data privacy and security, and provided further that nothing contained herein shall limit Provider's obligations to perform the Services in accordance with the highest professional standards. Provider shall dedicate sufficient resources and personnel to achieve timely completion of the Services, including adherence to all performance metrics and service level agreements ("SLAs") outlined in this Agreement and any applicable SOW, provided however that Customer shall have the right to audit Provider's performance of the Services to ensure compliance with the terms of this Agreement. The Provider shall promptly notify Customer of any delays or issues that may impact the completion of the Services, and shall provide Customer with a detailed plan to remediate any such issues, subject to Customer's approval. In the event of a conflict between the terms of this Agreement and any SOW, the terms of the SOW shall prevail unless expressly stated otherwise.

3. Fees and Payment Terms

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Customer shall pay Provider the fees set forth in each applicable SOW for the performance of the Services, subject to the terms and conditions of this Agreement, and provided further that Customer shall not be obligated to pay any amounts that are disputed in good faith until such disputes are resolved, notwithstanding any provisions to the contrary contained herein, and subject to the limitations set forth in Section 9.5. All invoices submitted by Provider shall be due and payable within thirty (30) days following Customer's receipt thereof, provided however that Provider acknowledges and agrees that Customer shall have the right to withhold payment of any invoice that is not submitted in accordance with the terms of this Agreement, subject to Section 3.3. Provider shall submit invoices to Customer in a format and manner specified by Customer, provided that all invoices shall include sufficient detail to support the amounts invoiced, including a breakdown of fees by deliverable, and shall be accompanied by any documentation reasonably requested by Customer to verify the accuracy of such invoices. In the event that Customer disputes any invoice, Customer shall notify Provider in writing within thirty (30) days of receipt of such invoice, and the parties shall negotiate in good faith to resolve such dispute, provided however that any undisputed portions of the invoice shall remain due and payable in accordance with the terms of this Agreement.

4. Indemnification

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Provider shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) any breach by Provider of its representations, warranties, covenants, or obligations under this Agreement; (b) any infringement or alleged infringement of any intellectual property rights of any third party by Provider or any of its Affiliates in connection with the Services; (c) any violation of applicable laws or regulations by Provider or any of its Affiliates; and (d) any gross negligence or willful misconduct by Provider or any of its Affiliates in connection with the performance of the Services. Provider's indemnification obligations under this Section shall be subject to the limitations set forth in Section 9.3, provided however that Customer shall provide Provider with prompt written notice of any claim for which indemnification is sought, and Provider shall have the right to assume control of the defense and settlement of any such claim, provided that Provider shall not settle any claim without Customer's prior written consent, which shall not be unreasonably withheld or delayed.

5. Service Level Agreements (SLAs)

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The Provider shall perform the Services in accordance with the SLAs set forth in Exhibit A attached hereto and incorporated herein by reference, provided however that nothing in this Agreement shall limit Provider's obligations to meet or exceed the performance metrics specified in the SLAs, notwithstanding any provisions to the contrary contained herein, and subject to the remedies provided in Section 5.4. Provider shall monitor its performance of the Services on an ongoing basis and shall provide Customer with regular reports detailing Provider's compliance with the SLAs, including any instances of non-compliance and the corrective actions taken by Provider to remedy such non-compliance. In the event that Provider fails to meet any SLA, Customer shall have the right to (a) require Provider to promptly take all necessary actions to correct the failure and ensure future compliance with the SLAs; (b) recover from Provider any costs incurred by Customer as a result of Provider's failure to meet the SLAs; and (c) terminate this Agreement or any applicable SOW for cause, subject to the provisions set forth in Section 10.2, provided however that Customer shall provide Provider with written notice of any failure to meet an SLA and a reasonable opportunity to cure such failure, unless the failure is repeated or Provider fails to cure within the specified timeframe. Provider's obligations under this Section shall survive the termination or expiration of this Agreement.

6. Data Privacy and Security

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Provider shall implement and maintain appropriate technical, administrative, and physical security measures to protect Customer Data from unauthorized access, disclosure, alteration, or destruction, in accordance with applicable laws, regulations, and industry standards, provided however that Provider shall promptly notify Customer of any data breach or security incident involving Customer Data, notwithstanding any provisions to the contrary contained herein, and subject to the remedies provided in Section 6.5. Provider shall ensure that all personnel who have access to Customer Data are trained in data privacy and security practices and are bound by confidentiality obligations no less restrictive than those set forth in this Agreement. In the event of a data breach involving Customer Data, Provider shall cooperate with Customer in investigating the breach and mitigating its effects, including providing Customer with access to Provider's systems and records as reasonably necessary to determine the nature and scope of the breach, and shall comply with any notification requirements imposed by applicable law. Provider's obligations under this Section shall survive the termination or expiration of this Agreement. Customer reserves the right to audit Provider's compliance with the data privacy and security obligations set forth herein, provided however that Customer shall conduct any such audit in a manner that minimizes disruption to Provider's business operations and subject to Section 6.4.

7. Intellectual Property Rights

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All intellectual property rights in and to the Services, including any deliverables, enhancements, or modifications thereof, shall be owned exclusively by Provider, provided

however that Customer shall have a non-exclusive, royalty-free license to use any deliverables provided by Provider in connection with the Services, notwithstanding any provisions to the contrary contained herein, and subject to the limitations set forth in Section 7.3. Provider represents and warrants that it has all rights necessary to grant the license set forth in this Section and that the use of the deliverables by Customer, as contemplated by this Agreement, will not infringe upon or violate the intellectual property rights of any third party. Provider shall indemnify Customer against any third-party claims alleging infringement of intellectual property rights by the deliverables, subject to the indemnification provisions set forth in Section 4. Provider's obligations under this Section shall survive the termination or expiration of this Agreement.

8. Acceptable Use Policies (AUPs)

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Provider shall comply with Customer's Acceptable Use Policies ("AUPs") as set forth in Exhibit B attached hereto and incorporated herein by reference, provided however that nothing in this Agreement shall limit Provider's obligations to adhere to the AUPs, notwithstanding any provisions to the contrary contained herein, and subject to the remedies provided in Section 8.4. Provider shall ensure that all personnel involved in the performance of the Services are aware of and comply with the AUPs, and shall promptly notify Customer of any violations or suspected violations of the AUPs. In the event of a violation of the AUPs by Provider or any of its personnel, Customer shall have the right to (a) require Provider to take immediate corrective action to remedy the violation; (b) recover from Provider any costs incurred by Customer as a result of the violation; and (c) terminate this Agreement or any applicable SOW for cause, subject to the provisions set forth in Section 10.2, provided however that Customer shall provide Provider with written notice of any violation of the AUPs and a reasonable opportunity to cure such violation, unless the violation is repeated or Provider fails to cure within the specified timeframe. Provider's obligations under this Section shall survive the termination or expiration of this Agreement.

9. Limitation of Liability

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In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, revenue, or data, arising out of or in connection with this Agreement or the performance of the Services, whether in an action based on contract, tort, or any other legal theory, even if the party has been advised of the possibility of such damages, provided however that nothing herein shall limit either party's liability for (a) its indemnification obligations under this Agreement; (b) any breach of its confidentiality obligations under this Agreement; or (c) its gross negligence or willful misconduct in connection with the performance of the Services, notwithstanding any provisions to the contrary contained herein, and subject to the limitations set forth in Section 9.4. The 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 or payable by Customer to Provider

under this Agreement, provided however that this limitation shall not apply to (a) either party's indemnification obligations under this Agreement; (b) any breach of confidentiality obligations; or (c) any gross negligence or willful misconduct. The limitations of liability set forth in this Section shall survive the termination or expiration of this Agreement.

10. Termination

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Either party may terminate this Agreement or any SOW for cause upon written notice to the other party in the event of a material breach by the other party that remains uncured for thirty (30) days following receipt of written notice thereof, provided however that Customer may terminate this Agreement or any SOW immediately upon written notice to Provider in the event of a breach by Provider of Section 6 (Data Privacy and Security) or Section 8 (Acceptable Use Policies), notwithstanding any provisions to the contrary contained herein, and subject to the provisions set forth in Section 10.3. Upon termination of this Agreement or any SOW, Provider shall immediately cease all performance of the Services and shall return to Customer all Customer Data and any deliverables provided to Provider in connection with the Services, provided however that Provider shall retain copies of such materials as may be required to comply with applicable laws or regulations, subject to the confidentiality obligations set forth in Section 11. Provider's obligations under this Section shall survive the termination or expiration of this Agreement. Customer shall have the right to audit Provider's compliance with the return and destruction obligations set forth herein, provided that Customer shall conduct any such audit in a manner that minimizes disruption to Provider's business operations.

11. Confidentiality

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Each party acknowledges that it may receive Confidential Information from the other party in connection with the performance of this Agreement, provided however that each party agrees to protect the confidentiality of such information in accordance with the terms set forth herein, notwithstanding any provisions to the contrary, and subject to the limitations set forth in Section 11.3. "Confidential Information" means any information that is disclosed by one party to the other party and that is marked as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be considered confidential, including but not limited to, business plans, financial information, customer lists, and technical data. Each party agrees to use the Confidential Information of the other party solely for the purpose of performing its obligations under this Agreement and shall not disclose such information to any third party without the prior written consent of the disclosing party, provided however that each party may disclose Confidential Information to its Affiliates, agents, or subcontractors who have a need to know such information and are bound by confidentiality obligations no less restrictive than those set forth herein. The confidentiality obligations set forth in this Section shall survive the termination or expiration of this Agreement.

12. Dispute Resolution

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In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations, provided however that if the dispute is not resolved within thirty (30) days of the commencement of negotiations, the parties may proceed to binding arbitration, notwithstanding any provisions to the contrary contained herein, and subject to the limitations set forth in Section 12.3. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall take place in [City, State], unless otherwise agreed by the parties. The arbitrator(s) shall have the authority to award any relief that could be awarded by a court of competent jurisdiction, including but not limited to, damages, specific performance, and injunctive relief, provided however that the arbitrator(s) shall have no authority to award punitive damages or to modify the terms of this Agreement. The decision of the arbitrator(s) shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction. The costs of the arbitration, including the fees of the arbitrator(s), shall be borne equally by the parties, provided however that each party shall bear its own attorneys' fees and costs.

13. Miscellaneous

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This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, relating to such subject matter, provided however that any other agreements referenced herein shall remain in full force and effect unless expressly terminated by this Agreement, notwithstanding any provisions to the contrary contained herein, and subject to the limitations set forth in Section 13.3. Any amendment or modification to this Agreement must be in writing and signed by both parties, provided however that no waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced, and no such waiver shall be deemed a continuing waiver or a waiver of any other provision. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision hereof. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.