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Master Services Agreement

Between Customer: [Large U.S.-based Enterprise Name]

And Provider: [Fictitious Technology Provider Name]

Date: [Effective Date: _____]

Definitions and Interpretation This agreement, hereinafter referred to as the "Agreement," shall encompass the entirety of the terms and conditions set forth herein, notwithstanding any prior representations, understandings, or agreements, whether oral or written, between the Customer and the Provider. "Customer" shall mean the entity identified on the cover page; "Provider" shall mean the entity identified on the cover page. "Services" refers to all activities, deliverables, and responsibilities described in this Agreement that the Provider is obligated to perform, and "Confidential Information" refers to any and all information disclosed by one party to the other which is marked as confidential or would reasonably be considered confidential. The term "CPaaS" shall refer to Communications Platform as a Service, and "IT" shall refer to Information Technology. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the context in which they first appear. The interpretation of this Agreement shall be governed by the laws of the State of [State], excluding its conflict of laws principles. The parties agree to submit to the exclusive jurisdiction of the courts located within [County], [State] for any disputes arising under this Agreement. Notwithstanding the foregoing, the Provider shall comply with all applicable laws and regulations governing telecommunications, including but not limited to the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"), and in particular those pertaining to Customer Proprietary Network Information ("CPNI") which are defined as information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship.

Scope of Services The Provider shall deliver the Services in accordance with the specifications and requirements set forth in Exhibit A, which is incorporated herein by reference, and any amendments thereto as agreed in writing by the parties. The Services shall include, but are not limited to, the provision of CPaaS solutions, IT infrastructure management, data analytics, and support services as described in Exhibit B. The Provider shall ensure that all personnel engaged in the provision of the Services possess the necessary qualifications, skills, and experience to perform the tasks assigned to them. The Provider shall maintain a comprehensive audit trail of all activities related to the provision of the Services, including but not limited to system access logs, transaction records, and configuration changes, and shall provide the Customer with access to such records upon request. The Provider acknowledges that the Customer has the right to conduct audits of the Provider's compliance with the terms of this Agreement, provided however that any such audit shall be conducted at the Customer's sole expense and during the Provider's normal business hours. The Provider shall cooperate fully with any audit conducted by the Customer or its designated representatives and shall provide access to all relevant records, systems, and personnel. Notwithstanding the foregoing, the Provider shall notify the Customer promptly of any changes to the Services that may affect the Customer's business operations or compliance with applicable laws and regulations. The Provider shall implement any changes

required by the Customer to ensure continued compliance with applicable laws and regulations.

Fees and Payment Terms In consideration for the Services, the Customer shall pay the Provider the fees set forth in Exhibit C, which shall be calculated based on the pricing model and payment terms specified therein. The Customer shall pay all invoices submitted by the Provider within thirty (30) days of receipt, provided however that the Customer shall have the right to dispute any invoice that it believes is inaccurate or not in accordance with the terms of this Agreement. In the event of a dispute, the Customer shall notify the Provider in writing within ten (10) days of receipt of the invoice, detailing the nature of the dispute and the amount contested. The parties shall use their best efforts to resolve any invoice disputes within thirty (30) days of the Customer's notice, and the Customer shall pay any undisputed amounts in accordance with the payment terms set forth herein. The Provider shall have the right to charge interest on any overdue amounts at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date payment is received. Notwithstanding the foregoing, the Provider shall not be entitled to charge interest on any amounts that are the subject of a bona fide dispute between the parties. The Customer shall not be liable for any taxes or duties imposed on the Provider, and the Provider shall be responsible for all such taxes and duties, except for any sales, use, excise, or similar taxes imposed on the Customer's purchase of the Services.

Indemnities The Provider shall indemnify, defend, and hold harmless the Customer, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by the Provider of its representations, warranties, or obligations under this Agreement, or any negligence or willful misconduct by the Provider or its personnel. The Customer shall indemnify, defend, and hold harmless the Provider, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by the Customer of its representations, warranties, or obligations under this Agreement, or any negligence or willful misconduct by the Customer or its personnel. The indemnity obligations set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the indemnifying party shall not be liable for any indemnified claim to the extent that such claim is caused by the gross negligence or willful misconduct of the indemnified party. The parties agree to cooperate fully in the defense of any indemnified claim and to provide such assistance and information as may be reasonably requested by the indemnifying party. The indemnifying party shall have control of the defense and settlement of any indemnified claim, provided however that the indemnifying party shall not settle any claim without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned, or delayed.

Service Level Agreements ("SLAs") The Provider shall ensure that the Services are delivered in accordance with the service levels set forth in Exhibit D, which shall include but are not

limited to uptime targets, response times, and resolution times for incidents and service requests. The Provider shall monitor the performance of the Services on a continuous basis and shall provide the Customer with access to real-time performance data and reports. In the event that the Provider fails to meet any service level specified in Exhibit D, the Customer shall be entitled to receive service credits in accordance with the terms set forth therein. The Provider shall use its best efforts to prevent any disruption to the Services and shall notify the Customer promptly of any incidents that may affect the performance of the Services. In the event of a service disruption, the Provider shall restore the affected Services as soon as practicable and shall provide the Customer with regular updates on the status of the restoration efforts. Notwithstanding the foregoing, the Provider shall not be liable for any failure to meet the service levels specified in Exhibit D to the extent that such failure is caused by factors beyond the Provider's reasonable control, including but not limited to acts of God, acts of government, war, terrorism, civil unrest, labor disputes, or failures of third-party service providers or suppliers.

Data Privacy and Security The Provider shall implement and maintain appropriate security measures to protect the confidentiality, integrity, and availability of Customer Data, including but not limited to encryption, access controls, and incident response procedures. The Provider shall comply with all applicable data privacy and security laws and regulations, including but not limited to the General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), and any other applicable data protection laws. The Provider shall notify the Customer promptly of any actual or suspected data breach involving Customer Data and shall cooperate fully with the Customer in investigating and mitigating the effects of any such breach. The Provider shall provide the Customer with access to its data privacy and security policies and procedures upon request and shall permit the Customer to conduct audits of the Provider's compliance with such policies and procedures. The Provider shall obtain the Customer's prior written consent before transferring any Customer Data outside of the United States or the European Economic Area ("EEA"), provided however that the Provider may transfer Customer Data to its affiliates or subcontractors located outside of the United States or the EEA for the purpose of providing the Services, subject to the Provider's compliance with applicable data transfer requirements. The Provider shall indemnify, defend, and hold harmless the Customer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by the Provider of its data privacy and security obligations under this Agreement.

Intellectual Property The Provider acknowledges and agrees that all intellectual property rights in and to the Services and any deliverables provided to the Customer shall be owned by the Customer, except as otherwise expressly agreed in writing by the parties. The Provider hereby assigns to the Customer all right, title, and interest in and to any intellectual property developed by the Provider in connection with the Services, provided however that the Provider shall retain ownership of any pre-existing intellectual property used in the provision of the Services. The Provider shall grant the Customer a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, distribute, and modify any pre-existing intellectual property incorporated into the Services or deliverables, solely for the purpose of using the Services or deliverables in accordance with this Agreement. The Provider shall indemnify,

defend, and hold harmless the Customer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any alleged infringement of third-party intellectual property rights by the Services or deliverables, provided however that the Provider shall not be liable for any claim to the extent that such claim is caused by the Customer's unauthorized use or modification of the Services or deliverables. The parties agree to cooperate fully in the defense of any infringement claim and to provide such assistance and information as may be reasonably requested by the indemnifying party. The indemnifying party shall have control of the defense and settlement of any infringement claim, provided however that the indemnifying party shall not settle any claim without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned, or delayed.

Acceptable Use Policies ("AUPs") The Customer shall use the Services in compliance with the Provider's Acceptable Use Policy ("AUP"), which shall be provided to the Customer upon request and may be amended by the Provider from time to time. The Customer shall not use the Services for any unlawful or unauthorized purpose, including but not limited to the transmission of unsolicited commercial communications ("spam"), the dissemination of malware or other harmful software, or the infringement of third-party intellectual property rights. The Provider reserves the right to suspend or terminate the Customer's access to the Services in the event that the Customer violates the AUP, provided however that the Provider shall provide the Customer with notice of any alleged violation and a reasonable opportunity to cure such violation prior to suspending or terminating the Services. The Customer shall indemnify, defend, and hold harmless the Provider from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Customer's violation of the AUP. The Provider shall not be liable for any failure to deliver the Services to the extent that such failure is caused by the Customer's violation of the AUP. The parties agree to cooperate fully in the defense of any AUP-related claim and to provide such assistance and information as may be reasonably requested by the indemnifying party.

Liability Limitation and Exclusions Unless otherwise expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or data, arising out of or relating to this Agreement, whether based on breach of contract, tort (including negligence), or any other legal theory, even if such party has been advised of the possibility of such damages. The Provider's total liability to the Customer for any and all claims arising out of or relating to this Agreement shall not exceed the total amount of fees paid by the Customer to the Provider under this Agreement during the twelve (12) months preceding the date on which the claim arose. Notwithstanding the foregoing, the limitations and exclusions set forth herein shall not apply to the Provider's indemnity obligations under this Agreement, nor shall they apply to damages resulting from the Provider's gross negligence or willful misconduct. The parties agree that the limitations and exclusions set forth herein represent a fair allocation of risk between the parties and are an essential element of the consideration exchanged under this Agreement.

Termination The Customer may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the Provider, provided however that the Customer shall pay the Provider for all Services rendered up to the effective date of termination. The Provider may terminate this Agreement for cause in the event that the Customer materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof. Upon termination of this Agreement for any reason, each party shall return or destroy all Confidential Information of the other party in its possession or control, except as otherwise required by applicable law or regulation. The Provider shall continue to provide the Services during any notice period, unless otherwise agreed by the parties in writing. The provisions of this Agreement that by their nature are intended to survive termination shall remain in full force and effect following the termination of this Agreement, including but not limited to the provisions relating to confidentiality, indemnities, and liability limitations.

Dispute Resolution Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA"), except as otherwise provided herein. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, or, if the parties cannot agree, an arbitrator appointed by the AAA. The arbitration shall be held in [City], [State], and the arbitrator's decision shall be final and binding on the parties. Each party shall bear its own costs and expenses related to the arbitration, except as otherwise awarded by the arbitrator. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm pending the outcome of the arbitration. The parties agree to keep the existence and details of any arbitration proceedings confidential, except as required by law or regulation, or as necessary to enforce the arbitrator's decision.

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Signature Block

Customer: _____

Provider: _____

Date: _____
