

Master Services Agreement

Between:

Customer: [Name of Customer]
Located at: [Customer's Address]

Provider: [Name of Provider]
Located at: [Provider's Address]

Date: [Effective Date]

1. Definitions and Interpretations The following definitions shall apply throughout this Agreement, notwithstanding any other provision, unless the context otherwise requires, wherein such definitions shall be subject to interpretation, adjustment, and application as deemed necessary by either Party in accordance with applicable law, regulatory guidance, or judicial interpretation including but not limited to (i) "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 the ownership of voting securities, by contract, or otherwise; (ii) "Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or Proprietary Information, including, without limitation, trade secrets, technical know-how, business strategies, financial information, marketing plans, customer lists, pricing policies, and any other information that a reasonable person would consider confidential given the nature of the information and the circumstances of disclosure; (iii) "Services" refers to all services provided by Provider under this Agreement, including those set forth in any applicable Statement of Work, Service Level Agreement, or other document incorporated herein by reference, whether such services are performed directly by Provider or through any third-party subcontractor engaged by Provider, provided however that the scope of Services shall be subject to modification as mutually agreed upon in writing by the Parties; (iv) "Customer Data" means all data and information provided by Customer to Provider, or otherwise obtained, accessed, or processed by Provider in the course of providing Services to Customer, including but not limited to personally identifiable information (PII), which for purposes hereof means any data that could reasonably be used to identify a natural person, financial account information, or health information,

subject to any applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) where applicable; (v) "Term" shall mean the duration of this Agreement as specified in Section 2 hereof, subject to earlier termination in accordance with the provisions of Section 9 herein, and any extensions agreed upon by the Parties; (vi) "Force Majeure Event" shall mean any event beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, civil unrest, strikes, lockouts, labor disputes, pandemics, governmental regulations, or any other cause beyond the reasonable control of the affected Party; (vii) "CPNI" refers to Customer Proprietary Network Information as defined under applicable U.S. telecom law, including all rules and regulations promulgated by the Federal Communications Commission (FCC).

2. Term and Termination Notwithstanding the provisions of Section 1 herein, the Term of this Agreement shall commence on the Effective Date set forth above, and, subject to earlier termination as provided herein, shall continue in effect for an initial period of [Initial Term] years, provided however that the Term may be extended for additional periods of [Renewal Term] years upon mutual written agreement of the Parties, provided further that either Party may terminate this Agreement for convenience upon [Notice Period] days' prior written notice to the other Party, or for cause immediately upon the occurrence of a breach by the other Party, subject to the provisions of Section 9.1(a) herein, which shall include, but not be limited to, failure to perform any material obligation under this Agreement, failure to comply with applicable laws and regulations, or any other circumstance that would reasonably justify termination, provided however that the terminating Party shall provide written notice of such breach to the non-terminating Party, and the non-terminating Party shall have [Cure Period] days from receipt of such notice to cure the breach, failing which the termination shall be deemed effective as of the date

specified in the termination notice, provided that any termination hereunder shall not relieve either Party of any accrued obligations or liabilities as of the date of termination or any obligations or liabilities that by their nature should survive termination, including but not limited to confidentiality obligations, indemnification obligations, and the resolution of any disputes as provided for in Section 17 herein.

3. Scope of Services The scope of Services to be provided by Provider under this Agreement shall include, but not be limited to, the following: (a) the development and implementation of [specific technology solutions], which may involve software development, system integration, and other related activities as specified in the applicable Statement of Work; (b) ongoing maintenance and support services, including but not limited to technical support, troubleshooting, and the provision of updates and upgrades as necessary to ensure the continued functionality and performance of the technology solutions provided hereunder; (c) compliance with all applicable laws and regulations, including, without limitation, those pertaining to data protection, privacy, and telecommunications, and any additional requirements imposed by Customer from time to time, provided however that Provider shall not be obligated to comply with any law or regulation that would result in a material violation of its own legal obligations, provided further that Provider shall promptly inform Customer of any such conflict and the Parties shall cooperate in good faith to resolve the issue in a manner that is mutually acceptable and legally compliant; (d) the provision of training and documentation to Customer as necessary to enable Customer to effectively utilize the technology solutions provided hereunder, including but not limited to user manuals, technical specifications, and training sessions conducted either on-site or remotely, as mutually agreed upon by the Parties; (e) any additional services that may be required by Customer from time to time, provided however that such additional services shall

be subject to the negotiation of a separate Statement of Work or other document specifying the scope, fees, and terms applicable to such services; (f) Provider shall ensure that all Services are performed in accordance with the highest industry standards and practices, utilizing personnel who are suitably qualified, experienced, and competent to perform the Services required hereunder.

4. Fees and Payment Terms The fees payable by Customer to Provider for the Services provided hereunder shall be set forth in the applicable Statement of Work, Service Level Agreement, or other document incorporated herein by reference, which shall specify the basis for such fees, whether hourly, fixed, or otherwise, provided however that all fees shall be subject to adjustment as mutually agreed upon by the Parties, provided further that Provider shall submit invoices to Customer for all fees and expenses incurred in connection with the provision of Services, and Customer shall pay such invoices within [Payment Terms] days of receipt, provided that any disputed amounts shall not affect Customer's obligation to pay all undisputed amounts in accordance with the terms hereof, provided further that Provider reserves the right to suspend the provision of Services in the event of non-payment of any undisputed amounts, subject to the provisions of Section 9.2 herein, which shall include the right to charge interest on overdue amounts at the rate of [Interest Rate] per annum, calculated from the due date until the date of payment, provided however that Customer shall have the right to audit Provider's invoices, records, and accounts related to the provision of Services hereunder, subject to the provisions of Section 8 herein, and any overpayments discovered as a result of such audit shall be promptly refunded to Customer.

5. Service Level Agreements (SLAs) Provider shall ensure that the Services provided hereunder meet or exceed the service levels set forth in the applicable Service Level Agreement, which shall specify

the performance metrics, targets, and remedies applicable to the Services, including but not limited to uptime, response times, resolution times, and other key performance indicators, provided however that Provider shall not be liable for any failure to meet the specified service levels due to circumstances beyond its reasonable control, including but not limited to Force Majeure Events, provided further that Provider shall promptly notify Customer of any failure to meet the specified service levels and shall take all reasonable steps to remedy such failure, provided that Customer shall have the right to claim the remedies specified in the applicable Service Level Agreement, which may include service credits, refunds, or other compensation as mutually agreed upon by the Parties, provided however that any such remedies shall be exclusive and shall not affect Customer's other rights and remedies under this Agreement, at law, or in equity.

6. Data Privacy and Security Provider shall comply with all applicable data protection and privacy laws and regulations in connection with the provision of Services hereunder, including but not limited to the General Data Protection Regulation (GDPR), where applicable, and any additional requirements imposed by Customer from time to time, provided however that Provider shall implement and maintain appropriate technical and organizational measures to protect the confidentiality, integrity, and availability of Customer Data, including but not limited to (i) access controls, (ii) encryption, (iii) secure transmission protocols, and (iv) regular security audits, provided further that Provider shall promptly notify Customer of any data breach or security incident involving Customer Data, and shall cooperate with Customer in investigating, mitigating, and remedying such breach or incident, provided that Customer shall have the right to audit Provider's data protection and security measures, subject to the provisions of Section 8 herein, and any deficiencies discovered as a result of such audit shall be promptly corrected by Provider.

7. Intellectual Property (IP) Rights Notwithstanding any other provision of this Agreement, all intellectual property rights in and to the technology solutions, software, documentation, and other materials provided by Provider under this Agreement shall remain the exclusive property of Provider, provided however that Provider hereby grants to Customer a non-exclusive, non-transferable, royalty-free license to use such materials solely for the purpose of utilizing the Services provided hereunder, provided further that Customer shall not copy, modify, distribute, or create derivative works from such materials without the prior written consent of Provider, provided that Customer shall own all intellectual property rights in and to any materials provided by Customer to Provider for use in connection with the provision of Services, provided further that Provider shall not use, disclose, or exploit such materials for any purpose other than the provision of Services hereunder without the prior written consent of Customer.

8. Audit Rights Subject to the provisions of Section 4 herein, Customer shall have the right to audit Provider's compliance with its obligations under this Agreement, including but not limited to compliance with applicable laws and regulations, adherence to the specified service levels, and accuracy of invoices, records, and accounts related to the provision of Services, provided however that such audit shall be conducted at Customer's expense and shall not unreasonably interfere with Provider's business operations, provided further that Customer shall provide Provider with reasonable notice of any such audit and shall conduct the audit in a manner that is not unduly burdensome to Provider, provided that any deficiencies discovered as a result of such audit shall be promptly corrected by Provider, and any overpayments discovered as a result of such audit shall be promptly refunded to Customer.

9. Indemnities Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all claims,

liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this Agreement by the indemnifying Party, provided however that the indemnified Party shall promptly notify the indemnifying Party of any such claim, and the indemnifying Party shall have the right to control the defense and settlement of the claim, provided further that the indemnified Party shall cooperate with the indemnifying Party in the defense and settlement of the claim, provided 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 or delayed.

10. Limitation of Liability Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or business opportunities, arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, even if the Party has been advised of the possibility of such damages, provided however that each Party's aggregate liability to the other Party for any and all claims arising out of or in connection with this Agreement shall not exceed the total fees paid by Customer to Provider under this Agreement during the [Liability Period] preceding the claim, provided further that the limitations set forth in this Section shall not apply to any claims arising out of or in connection with (i) gross negligence or willful misconduct, (ii) breach of confidentiality obligations, or (iii) indemnification obligations.

11. Confidentiality Obligations Each Party shall keep confidential and shall not disclose to any third party any Confidential Information received from the other Party in connection with this Agreement, except as required by law or as necessary to perform its obligations under this Agreement, provided however that each Party may disclose Confidential Information to its employees, agents, and subcontractors who have a need to know the information for the purpose of performing the Party's obligations under this Agreement, provided further that such employees, agents, and subcontractors are bound by confidentiality obligations no less stringent than those set forth herein, provided that each Party shall use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information, including but not limited to implementing and maintaining appropriate technical and organizational measures to protect the information from unauthorized access, use, or disclosure, provided further that any breach of confidentiality obligations shall entitle the non-breaching Party to seek injunctive relief and damages from the breaching Party.

12. Compliance with Laws Provider shall comply with all applicable laws and regulations in connection with the provision of Services hereunder, including but not limited to those pertaining to data protection, privacy, and telecommunications, and any additional requirements imposed by Customer from time to time, provided however that Provider shall not be obligated to comply with any law or regulation that would result in a material violation of its own legal obligations, provided further that Provider shall promptly inform Customer of any such conflict and the Parties shall cooperate in good faith to resolve the issue in a manner that is mutually acceptable and legally compliant, provided that the Parties shall each bear their own costs and expenses in connection with any such resolution.

13. Emergency Call Disclaimers Provider acknowledges that certain Services provided hereunder may involve the transmission of emergency calls, and Provider shall comply with all applicable laws and regulations pertaining to the transmission of emergency calls, including but not limited to technical specifications, disclosure requirements, and service level obligations, provided however that Provider shall not be liable for any failure to transmit emergency calls due to circumstances beyond its reasonable control, including but not limited to Force Majeure Events, provided further that Provider shall promptly notify Customer of any failure to transmit emergency calls and shall take all reasonable steps to remedy such failure, provided that Customer shall have the right to claim the remedies specified in the applicable Service Level Agreement, which may include service credits, refunds, or other compensation as mutually agreed upon by the Parties, provided however that any such remedies shall be exclusive and shall not affect Customer's other rights and remedies under this Agreement, at law, or in equity.

14. Data Localization and Export Controls Provider shall comply with all applicable data localization and export control laws and regulations in connection with the provision of Services hereunder, including but not limited to country-specific requirements pertaining to the storage, processing, and transfer of Customer Data, provided however that Provider shall promptly notify Customer of any conflict between applicable data localization and export control laws and regulations and the terms of this Agreement, and the Parties shall cooperate in good faith to resolve the issue in a manner that is mutually acceptable and legally compliant, provided that the Parties shall each bear their own costs and expenses in connection with any such resolution, provided further that any failure to comply with applicable data localization and export control laws and regulations shall entitle Customer to terminate this Agreement for cause in accordance with the provisions of Section 9 herein.

15. Assignment and Subcontracting Neither Party may assign or subcontract its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided however that either Party may assign its rights and obligations under this Agreement to an Affiliate without the prior written consent of the other Party, provided further that the assigning Party shall remain liable for the performance of its obligations under this Agreement, provided that any assignment or subcontracting in violation of this Section shall be null and void.

16. Notices All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile (with confirmation of transmission), sent by email (with confirmation of receipt), or mailed by certified or registered mail, return receipt requested, postage prepaid, to the Party at its address set forth above, or at such other address as the Party may designate by notice to the other Party, provided however that any notice delivered personally shall be deemed received upon delivery, any notice sent by facsimile shall be deemed received upon confirmation of transmission, any notice sent by email shall be deemed received upon confirmation of receipt, and any notice mailed shall be deemed received upon the earlier of actual receipt or three (3) days after mailing.

17. Dispute Resolution Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be resolved by arbitration in accordance with the [Arbitration Rules] of the [Arbitration Institution], provided however that the arbitration shall be conducted by a single arbitrator selected by mutual agreement of the Parties, or, failing such agreement, by the [Arbitration Institution] in accordance with its rules, provided further that the arbitration shall be conducted in [Location], and all proceedings, communications, and decisions shall be in English, provided that the Parties shall each bear their own costs and expenses of the arbitration, and the arbitrator's fees shall be shared equally by the Parties, provided further that the arbitrator's decision shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction, provided however that this Section shall not preclude either Party from seeking injunctive relief in any court of competent jurisdiction to prevent or enjoin any actual or threatened

breach of this Agreement.

18. Governing Law 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, provided however that any dispute arising out of or in connection with this Agreement shall be resolved in accordance with the dispute resolution provisions set forth in Section 17 herein, provided further that each Party irrevocably submits to the jurisdiction of the courts of the State of [State] for purposes of any action or proceeding arising out of or in connection with this Agreement, provided that each Party waives any objection to the venue of any such court and any claim that such action or proceeding has been brought in an inconvenient forum.

19. Miscellaneous This Agreement, including any exhibits, schedules, and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the Parties with respect to the subject matter hereof, provided however that this Agreement may be amended or modified only by a written agreement signed by both Parties, provided further that the headings used herein are for convenience only and shall not affect the interpretation of this Agreement, provided that no waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced, and no waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach of the same provision, provided further that if any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, provided that the Parties shall negotiate in good faith to modify this Agreement to

achieve the original intent of the Parties.

20. Execution and Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, provided however that this Agreement may be executed and delivered by facsimile or electronic transmission, and such facsimile or electronic transmission shall be deemed an original, provided further that each Party shall promptly deliver to the other Party an original signed copy of this Agreement upon request.

Signature Block

Customer: _____

Name: _____

Title: _____

Date: _____

Provider: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Fee Schedule

Service Description	Fee Basis	Amount	Payment Terms
Development & Implementation	Fixed	\$_____	Net 30 Days
Maintenance & Support	Hourly	\$_____/hr	Net 30 Days
Training & Documentation	Flat	\$_____	Net 30 Days

Exhibit B: Service Level Agreement

Metric	Target	Remedy
Uptime	99.9%	Service Credit
Response Time	<1 Hour	Refund
Resolution Time	<24 Hours	Compensation

Exhibit C: Emergency Call Specifications

Requirement	Specification
Technical Protocol	[Protocol Name]
Disclosure Obligation	[Disclosure Requirement]
Service Level	[Service Level Details]

Signature Block

Customer: _____
Name: _____
Title: _____
Date: _____

Provider: _____
Name: _____
Title: _____
Date: _____

21. Force Majeure Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to any Force Majeure Event, provided however that the affected Party shall promptly notify the other Party of the occurrence of the Force Majeure Event and its expected duration, provided further that the affected Party shall use all reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance of its obligations as soon as reasonably possible, provided that if the Force Majeure Event continues for more than [Force Majeure Duration] days, either Party may terminate this Agreement for convenience upon [Notice Period] days' prior written notice to the other Party, provided further that any termination pursuant to this Section shall not relieve either Party of any accrued obligations or liabilities as of the date of termination or any obligations or liabilities that by their nature should survive termination.

22. Publicity Neither Party shall issue any press release or make any public announcement concerning this Agreement without the prior written consent of the other Party, provided however that the Parties may agree to a joint press release or public announcement concerning this Agreement, provided further that either Party may disclose the existence and nature of this Agreement to its advisors, investors, or potential investors, provided that such advisors, investors, or potential investors are bound by confidentiality obligations no less stringent than those set forth herein.

23. Severability If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, provided however that the Parties shall negotiate in good faith to modify this Agreement to achieve the original intent of the Parties, provided further that each Party shall bear its own costs and

expenses in connection with any such modification.

24. Entire Agreement This Agreement, including any exhibits, schedules, and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the Parties with respect to the subject matter hereof, provided however that this Agreement may be amended or modified only by a written agreement signed by both Parties, provided further that the headings used herein are for convenience only and shall not affect the interpretation of this Agreement.

25. Waiver No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced, and no waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach of the same provision.

26. Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, provided however that this Agreement may be executed and delivered by facsimile or electronic transmission, and such facsimile or electronic transmission shall be deemed an original.