

MASTER SERVICES AGREEMENT

Between:

Customer: [Name of Large U.S.-Based Enterprise]

Provider: [Name of CPaaS/IT Vendor]

Effective Date: _____

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below, provided however that such definitions shall apply solely within the context of this Agreement, notwithstanding the foregoing but subject to any additional definitions set forth in subsequent sections or exhibits. "Customer Data" shall mean all data provided by Customer to Provider in connection with the Services, including but not limited to Personally Identifiable Information (PII), financial account information, health information, and any other data subject to applicable privacy laws. "Services" shall refer to all activities, functions, or deliverables provided by Provider to Customer under the terms of this Agreement, which may include but are not limited to communication platform services, IT infrastructure support, cloud hosting, and any ancillary services described in associated Statements of Work (SOWs). "Service Level Agreement" or "SLA" denotes the performance standards outlined in Exhibit A, which define the minimum acceptable levels of service, include uptime targets, response times, and resolution metrics. "Confidential Information" encompasses all non-public information disclosed by Customer to Provider, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; provided that, except where applicable and unless previously waived, such information shall not include information that is or becomes publicly known through no wrongful act of Provider. "CPNI" refers to Customer Proprietary Network Information as defined under applicable U.S. telecom law, including but not limited to any information related to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any Customer. Provider agrees to comply with all CPNI regulations and requirements throughout the term of this Agreement. The term "Emergency Services" shall refer to those services designed to

facilitate emergency communication channels, including but not limited to 911 call routing and notification systems, notwithstanding the technical limitations described in Section 12 herein.

2. Scope of Services. Provider shall furnish the Services to Customer subject to the terms and conditions set forth herein, provided however that the scope of such Services may be modified, expanded, or reduced upon mutual written agreement by the parties, not to exceed any limitations outlined within relevant sections of this Agreement. The Services shall be performed in accordance with the specifications detailed in the applicable SOWs, which shall be incorporated by reference and shall include deliverable timelines, performance criteria, and acceptance procedures. Provider shall allocate sufficient resources, including personnel, equipment, and facilities, to ensure that the Services are performed in a manner consistent with industry standards and the requirements set forth in this Agreement. Provider shall maintain an adequate inventory of equipment and materials necessary to provide the Services, including but not limited to communication devices, network infrastructure components, and software applications, at no additional cost to Customer unless otherwise agreed in the applicable SOW. Customer shall have the right to audit Provider's performance of the Services at any reasonable time upon prior written notice, which shall include but not be limited to the examination of Provider's records, facilities, and systems related to the Services, notwithstanding any confidentiality obligations that would otherwise restrict such audits. Provider shall cooperate fully with Customer during any audit processes, including providing access to relevant personnel and documentation, provided that such audits shall not unreasonably interfere with Provider's business operations.

3. Fees and Payment Terms. Customer shall pay Provider for the Services in accordance with the fee schedule set forth in Exhibit B,

which shall specify the rates, payment milestones, and any applicable discounts or rebates. Notwithstanding the foregoing, all fees shall be subject to adjustment based on actual usage levels, additional services requested by Customer, or any changes in the scope of Services, provided however that any such adjustments shall be documented in a mutually agreed amendment to the Agreement. Provider shall invoice Customer on a monthly basis for all Services rendered, and Customer shall remit payment within thirty (30) days of receipt of a correct and undisputed invoice. Late payments shall incur interest at a rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is lower, compounded monthly until payment is received, notwithstanding any contrary provisions in Section 5. Provider shall maintain detailed records of all charges to Customer, including time logs, service reports, and billing summaries, which shall be made available to Customer upon request for audit purposes. In the event of a dispute regarding any invoice, Customer shall provide written notice to Provider within ten (10) days of receipt of such invoice, detailing the nature of the dispute and the amount contested, provided however that Customer shall pay any uncontested portions of the invoice while the dispute is being resolved. Provider shall have the right to suspend Services if any invoiced amounts remain unpaid past their due date, subject to any cure periods specified herein and provided that Provider has given Customer prior written notice of such suspension.

4. Indemnities. Provider agrees to indemnify, defend, and hold harmless Customer, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with (i) Provider's breach of any representation, warranty, or covenant contained in this Agreement; (ii) Provider's gross negligence or willful misconduct in the performance of the Services; (iii) any infringement or

misappropriation of intellectual property rights by Provider or its subcontractors; and (iv) any violation of applicable laws or regulations by Provider in connection with the Services. Customer shall provide Provider with prompt written notice of any claim for which indemnification is sought, provided however that failure to give such notice shall not relieve Provider of its indemnity obligations except to the extent Provider is prejudiced by such failure. Provider shall have the right to assume control of the defense of any such claim, with counsel reasonably acceptable to Customer, and Customer shall cooperate fully with Provider in the defense of such claim, provided that Provider shall not settle any claim without Customer's prior written consent unless such settlement includes a full release of Customer from all liability and imposes no obligations or restrictions on Customer. Customer shall have the right to participate in the defense of any claim at its own expense, and Provider shall keep Customer fully informed of all material developments in the defense of such claim. Provider's indemnity obligations shall survive the expiration or termination of this Agreement for any reason.

5. Service Level Agreements (SLAs). Provider shall adhere to the performance standards set forth in Exhibit A, including but not limited to uptime targets, response times, and resolution metrics, provided however that Provider shall not be liable for any failure to meet such standards due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, or governmental actions. Provider shall monitor its performance against the SLAs and shall provide Customer with regular reports detailing such performance, including any deviations from the standards and the corrective actions taken. In the event Provider fails to meet any SLA, Customer shall be entitled to the remedies specified in Exhibit A, which may include service credits, termination rights, or additional support services, provided however that such remedies shall be Customer's sole and exclusive

remedies for any failure to meet the SLAs. Provider shall implement and maintain appropriate processes, systems, and personnel to ensure compliance with the SLAs, including but not limited to redundancy measures, disaster recovery plans, and escalation procedures. Customer shall have the right to audit Provider's compliance with the SLAs at any reasonable time upon prior written notice, and Provider shall cooperate fully with such audits, including providing access to relevant personnel and documentation. Provider's failure to meet the SLAs shall constitute a material breach of this Agreement, entitling Customer to exercise its termination rights under Section 9, subject to any cure periods specified herein.

6. Data Privacy and Security. Provider shall comply with all applicable data protection laws and regulations in its handling of Customer Data, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other laws or regulations governing the collection, use, storage, or transfer of personal data, provided however that Customer shall be responsible for obtaining all necessary consents and authorizations from data subjects to enable Provider to process Customer Data as contemplated by this Agreement. Provider shall implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized access, disclosure, alteration, or destruction, including but not limited to encryption, access controls, and regular security audits. In the event of any breach of security affecting Customer Data, Provider shall notify Customer promptly and shall take all necessary actions to mitigate the effects of the breach and prevent any recurrence. Provider shall cooperate fully with Customer in responding to any inquiries or investigations by data protection authorities concerning the processing of Customer Data, and shall provide Customer with all information reasonably required to demonstrate compliance with applicable data protection laws. Provider's obligations with respect to the protection of Customer Data shall survive the expiration or termination of this Agreement for any reason.

7. Intellectual Property Rights. All intellectual property rights in and to the Services, including any software, documentation, or other materials provided by Provider in connection with the Services, shall be owned by Provider, subject to any licenses granted to Customer under this Agreement. Customer shall have a non-exclusive, non-transferable, royalty-free license to use the Services solely for its internal business purposes, subject to the terms and conditions set forth herein. Customer shall not (i) copy,

modify, or create derivative works of the Services; (ii) reverse engineer, decompile, or disassemble the Services; (iii) sublicense, lease, rent, or otherwise distribute the Services to any third party; or (iv) use the Services for any purpose other than as expressly permitted by this Agreement. Provider shall have the right to use any feedback or suggestions provided by Customer regarding the Services for any purpose, including the development of new products or services, without any obligation to Customer. Provider represents and warrants that it has all necessary rights and licenses to provide the Services to Customer, and that the use of the Services by Customer in accordance with this Agreement will not infringe or misappropriate any third-party intellectual property rights. Provider shall indemnify Customer against any claims of infringement or misappropriation arising from Customer's use of the Services, subject to the indemnity provisions set forth in Section 4.

8. Acceptable Use Policies (AUPs). Customer shall comply with Provider's AUPs in its use of the Services, which shall be included in Exhibit C and may be updated by Provider from time to time upon notice to Customer. Customer shall not use the Services for any unlawful, fraudulent, or abusive purpose, including but not limited to sending unsolicited commercial communications, impersonating any person or entity, or interfering with the operation of the Services or the networks used to provide them. Provider reserves the right to suspend or terminate Customer's access to the Services in the event of any violation of the AUPs, subject to the cure periods and notice requirements specified herein. Provider shall have the right to monitor Customer's use of the Services to ensure compliance with the AUPs, provided that such monitoring shall not unreasonably interfere with Customer's business operations. Customer shall indemnify Provider against any claims arising from Customer's violation of the AUPs, including any fines or penalties imposed by regulatory authorities.

9. Liability and Limitation of Liability. Provider's total liability to Customer 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 twelve (12) months preceding the event giving rise to the claim, provided however that such limitation shall not apply to claims arising from Provider's gross negligence or willful misconduct, infringement of intellectual property rights, or breach of confidentiality obligations. In no event shall Provider be liable to Customer for any indirect, incidental, consequential, or punitive damages, including but not limited to lost profits, lost revenue, or loss of data, whether based on contract, tort, or any other legal theory, even if Provider has been advised of the possibility of such damages. Provider shall not be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, or governmental actions, provided that Provider shall use reasonable efforts to mitigate the effects of such causes.

10. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years, unless earlier terminated in accordance with the provisions set forth herein. Either party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other party. Either party may terminate this Agreement for cause upon written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days of receipt of notice thereof. Provider shall have the right to terminate this Agreement immediately upon notice to Customer in the event Customer fails to pay any undisputed amount due under this Agreement within thirty (30) days of the due date. Upon termination of this Agreement for any reason, Provider shall cease providing the Services and Customer shall pay Provider for all Services rendered up to the date of termination,

subject to any offsets or deductions for service credits or other remedies specified herein. The provisions of Sections 4, 6, 7, 9, and 11 shall survive the expiration or termination of this Agreement for any reason.

11. Dispute Resolution. Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, provided however that either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties, or if the parties are unable to agree, by the AAA. The arbitration shall be conducted in the English language and shall take place in [Location], unless otherwise agreed by the parties. The arbitrator shall have the authority to award any remedies available at law or equity, including but not limited to damages, specific performance, or injunctive relief, provided that the arbitrator shall not have the authority to award punitive damages or any other damages excluded by this Agreement. The arbitrator's award shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration, except that the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

12. Emergency Call Disclaimers. Provider hereby disclaims any and all liability arising from the use of the Services for emergency communications, including but not limited to 911 call routing, notwithstanding any technical limitations or failures in the Services. Customer acknowledges that the Services are not designed to replace traditional emergency communication systems and may not function in the event of network failures, power outages, or other disruptions. Provider shall use reasonable efforts to ensure the reliability of the Services for emergency communications but shall not be liable for any failure to transmit emergency calls accurately or timely. Customer shall be responsible for informing its end users of the limitations of the Services for emergency communications and shall indemnify Provider against any claims arising from the use of the Services for such purposes. Provider shall provide Customer with documentation detailing the technical specifications and limitations of the Services for emergency communications, and Customer shall be responsible for ensuring compliance with all applicable laws and regulations concerning emergency communications.

13. Data Localization and Export Controls. Provider shall comply with all applicable data localization and export control laws and regulations in its handling of Customer Data, including but not limited to the restrictions imposed by the U.S. Department of Commerce, the European Union, and any other relevant authorities. Provider shall not transfer Customer Data outside the jurisdictions specified in Exhibit D without Customer's prior written consent, provided however that Provider may transfer Customer Data as required to provide the Services, subject to compliance with all applicable data transfer restrictions. Provider shall implement and maintain appropriate measures to ensure the security and integrity of Customer Data during any transfer, including but not limited to

encryption and secure transmission protocols. Customer shall be responsible for obtaining all necessary consents and authorizations from data subjects to enable Provider to transfer Customer Data in accordance with this Agreement. Provider shall indemnify Customer against any fines or penalties imposed by regulatory authorities due to Provider's violation of export control laws, subject to the indemnity provisions set forth in Section 4.

14. Miscellaneous Provisions. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter hereof. 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 deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver, provided that any waiver shall be effective only if made in writing and signed by the waiving party. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it enforceable, and the remainder of this Agreement shall remain in full force and effect. The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to an affiliate or successor in connection with a merger, acquisition, or sale of substantially all of its assets.

SIGNATURE BLOCK

Customer:

Name: _____

Title: _____

Date: _____

Provider:

Name: _____

Title: _____

Date: _____

EXHIBIT A: SERVICE LEVEL AGREEMENTS

1. Uptime Targets: Provider shall ensure that the Services are available to Customer at least ninety-nine point nine percent (99.9%) of the time during each calendar month, excluding scheduled maintenance windows, subject to the provisions of Section 5 herein. Provider shall provide Customer with advance notice of any scheduled maintenance at least seventy-two (72) hours prior to the commencement of such maintenance.

2. Response Times: Provider shall respond to any service requests or incidents reported by Customer within two (2) hours during business hours and four (4) hours outside business hours, provided however that response times may be extended during periods of high demand or resource constraints.

3. Resolution Metrics: Provider shall resolve any service requests or incidents reported by Customer within twenty-four (24) hours of

receipt, provided however that resolution times may be extended for complex issues requiring third-party intervention or additional investigation.

4. Remedies: In the event Provider fails to meet any SLA, Customer shall be entitled to service credits equal to one percent (1%) of the monthly fees for each percentage point below the uptime target, subject to a maximum of fifty percent (50%) of the monthly fees, provided however that such service credits shall be Customer's sole and exclusive remedy for any failure to meet the SLAs.

EXHIBIT B: FEE SCHEDULE

1. Base Fees: Customer shall pay Provider a monthly fee of \$_____ for the Services, subject to adjustment based on actual usage levels, additional services requested by Customer, or any changes in the scope of Services, as specified in Section 3 herein.

2. Usage Fees: Customer shall pay Provider \$_____ per gigabyte of data transmitted through the Services, subject to any discounts or rebates specified in the applicable SOWs.

3. Additional Services: Customer shall pay Provider \$_____ per hour for any additional services requested by Customer, including but not limited to consulting, customization, or integration services, provided however that such fees shall be documented in a mutually agreed amendment to the Agreement.

4. Payment Terms: Provider shall invoice Customer on a monthly basis for all fees due under this Agreement, and Customer shall remit payment within thirty (30) days of receipt of a correct and

undisputed invoice, subject to the provisions of Section 3 herein.

EXHIBIT C: ACCEPTABLE USE POLICIES

1. Prohibited Activities: Customer shall not use the Services for any unlawful, fraudulent, or abusive purpose, including but not limited to sending unsolicited commercial communications, impersonating any person or entity, or interfering with the operation of the Services or the networks used to provide them.

2. Security Measures: Customer shall implement and maintain appropriate security measures to protect the Services against unauthorized access, disclosure, alteration, or destruction, including but not limited to encryption, access controls, and regular security audits.

3. Monitoring: Provider reserves the right to monitor Customer's use of the Services to ensure compliance with the AUPs, provided that such monitoring shall not unreasonably interfere with Customer's business operations.

4. Violations: Provider reserves the right to suspend or terminate Customer's access to the Services in the event of any violation of the AUPs, subject to the cure periods and notice requirements specified herein.

EXHIBIT D: DATA LOCALIZATION AND EXPORT CONTROLS

1. Data Localization: Provider shall not transfer Customer Data outside the jurisdictions specified herein without Customer's prior

written consent, provided however that Provider may transfer Customer Data as required to provide the Services, subject to compliance with all applicable data transfer restrictions.

2. Export Controls: Provider shall comply with all applicable data localization and export control laws and regulations in its handling of Customer Data, including but not limited to the restrictions imposed by the U.S. Department of Commerce, the European Union, and any other relevant authorities.

3. Security Measures: Provider shall implement and maintain appropriate measures to ensure the security and integrity of Customer Data during any transfer, including but not limited to encryption and secure transmission protocols.

4. Indemnity: Provider shall indemnify Customer against any fines or penalties imposed by regulatory authorities due to Provider's violation of export control laws, subject to the indemnity provisions set forth in Section 4.