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MASTER SERVICES AGREEMENT

Between

Customer: [Customer Name]

Provider: [Provider Name]

Effective Date: [Date]

Core Document

Section 1: Definitions, Scope of Services, and General Provisions

1.1 The term "Agreement" refers collectively to this Master Services Agreement (MSA) including all exhibits, schedules, amendments, and ancillary documents; "Customer" denotes the entity identified on the cover page; "Provider" shall mean [Provider Name] authorized to deliver services pursuant hereto. For the purposes of this Agreement, the term "Services" encompasses all telecommunication, IT, and cloud-based functionalities delivered by Provider, specifically excluding any services not explicitly listed in Exhibit A, notwithstanding any implicit or explicit reference elsewhere within this Agreement. Where "Affiliate" is utilized, it shall mean any entity controlling, controlled by, or under common control with, a Party, where control signifies the possession of the power to direct or cause the direction of management policies, directly or indirectly, whether through ownership of voting securities, by contract, or otherwise; further "Party" or "Parties" shall collectively refer to Customer and Provider, but individually, a "Party" shall denote either customer or provider as contextually appropriate. The scope of this Agreement includes, but is not limited to, CPaaS functionalities, IT outsourcing, data processing, and related ancillary services, provided however that the extent of services shall be determined by the specific project requirements detailed in subsequent Statements of Work (SOWs) which may be amended from time to time as mutually agreed upon, contingent upon compliance with applicable laws and regulations. Notwithstanding the foregoing but subject to the terms herein, Customer retains the right to audit Provider's compliance with all applicable standards, including without limitation, security protocols, data privacy measures, and service delivery obligations as specified in Section 8 herein. Provider shall deliver all Services in accordance with industry best practices, applicable laws, and agreed-upon

performance metrics as set forth in Exhibit B, which are incorporated herein by reference, provided that, except where applicable and unless previously waived (subject to Section 17.3), the failure to meet said metrics shall constitute a material breach.

Section 2: Fees, Payment Terms, and Financial Provisions

2.1 The Customer agrees to compensate Provider for the Services rendered in accordance with the fee schedule set forth in Exhibit C, which shall be calculated based on rates specified therein, inclusive of applicable taxes and surcharges unless otherwise exempted by law. Payment shall be due within thirty (30) days from the date of invoice issuance, notwithstanding any disputes that may arise concerning the accuracy or validity thereof, provided however that Customer retains the right to withhold payment without penalty in the event that Provider fails to remedy any deficiencies in service delivery within thirty (30) days of receiving notice thereof. In the event of late payment, Provider shall be entitled to charge interest at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, accruing from the date payment was due until paid in full, provided however that Provider shall not exercise this right if the delay is attributable to circumstances beyond Customer's reasonable control. Provider shall maintain accurate records of all transactions and make such records available for inspection by Customer upon reasonable notice, subject to the confidentiality provisions set forth in Section 6 herein. Furthermore, Provider acknowledges that any fees incurred as a result of changes in scope, project specifications, or additional requests must be approved in writing by Customer prior to implementation, notwithstanding any verbal agreements to the contrary.

Section 3: Indemnities, Liability, and Risk Management

3.1 Provider shall indemnify, defend, and hold harmless Customer and its Affiliates, officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from (i) Provider's breach of its representations, warranties, covenants, or obligations under this Agreement, (ii) any negligence or willful misconduct by Provider or its employees, agents, or subcontractors in connection with the performance of the Services, (iii) any infringement or misappropriation of intellectual property rights by Provider or its subcontractors, provided however that Provider shall not be liable for any claim to the extent it results from Customer's gross negligence or willful misconduct.

Notwithstanding the foregoing, each Party's total aggregate liability under this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed the amount paid by Customer to Provider for the Services that gave rise to the claim during the twelve (12) months preceding the date the claim arose, provided that such limitation shall not apply to indemnification obligations or breaches of confidentiality obligations set forth herein. Further, neither Party shall be liable for any indirect, incidental, consequential, punitive, or special damages, including loss of profits, revenue, or data, even if such damages were foreseeable or the Party was advised of the possibility thereof, provided however that this exclusion shall not apply to damages arising from gross negligence or willful misconduct.

Section 4: Intellectual Property Rights and Confidentiality

4.1 Provider acknowledges that all intellectual property rights in any materials, data, software, and/or deliverables provided to Customer as part of the Services shall vest exclusively in Customer, notwithstanding any pre-existing rights held by Provider, provided however that Provider shall retain ownership of any intellectual property developed independently of this Agreement and not specifically commissioned by Customer. Provider shall disclose any

pre-existing intellectual property incorporated into the deliverables prior to the commencement of Services, subject to Customer's approval, which shall not be unreasonably withheld. Each Party agrees to maintain the confidentiality of all proprietary information disclosed by the other Party, which shall include, without limitation, trade secrets, business plans, technical specifications, and customer lists, provided however that such obligation shall not apply to information that is publicly available, independently developed without reference to the other Party's proprietary information, or required to be disclosed by law. In the event of unauthorized disclosure of confidential information, the disclosing Party shall notify the other Party promptly and take all reasonable steps to mitigate any adverse effects thereof, provided however that such notification shall not relieve the disclosing Party of its obligations under this Section.

Section 5: Service Level Agreements (SLAs) and Performance Standards

5.1 Provider agrees to deliver the Services in accordance with the service level agreements set forth in Exhibit D, which shall define the performance metrics, uptime percentages, and response times applicable to the Services. Provider shall monitor its performance against these metrics and report any deviations therefrom to Customer promptly, provided however that such deviations shall not constitute a breach if remedied within the timeframe specified in Exhibit D. Customer retains the right to audit Provider's compliance with the SLAs, including the right to request corrective action plans in the event of repeated non-compliance, notwithstanding any assurances provided by Provider. As Customer's complete and exclusive remedy under the circumstances described in the preceding three sentences but subject to the limitations set forth in Section 3, Provider shall issue service credits to Customer for any failure to meet the agreed-upon performance standards, provided however that such credits shall not exceed the total fees paid by Customer for the affected Services during the month in which the

failure occurred.

