

## # Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of \_\_\_\_\_  
("Effective Date"), by and between [Customer Name], a corporation organized under the laws  
of [State], with principal offices at [Address] ("Customer"), and [Provider Name], a [entity type]  
organized under the laws of [jurisdiction], with principal offices at [Address] ("Provider").

## ## Definitions and Interpretations

For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them as follows: "Services" shall mean the collective suite of technology, consulting, implementation, and support services provided by Provider to Customer pursuant to this Agreement; "CPaaS" refers to Communications Platform as a Service, wherein Provider delivers cloud-based services that enable Customer to integrate communication capabilities into their applications, including but not limited to messaging, voice, and video functionalities; "Confidential Information" means all non-public information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure; "PII" means personally identifiable information, which shall include, without limitation, any data that could reasonably be used to identify a natural person, financial account information, health information, and any other data classified as sensitive under applicable data protection laws; "Emergency Call" shall refer to any calls made to public emergency services via the Services, which require compliance with technical specifications and regulatory obligations under U.S. telecom law; "Uptime" refers to the availability of Provider's services measured as a percentage of total time within a given calendar month, exclusive of scheduled maintenance windows and force majeure events, and shall be subject to the Service Level Agreements ("SLAs") defined herein.

## ## Scope of Services

The Provider shall provide the Services described in Exhibit A, attached hereto and incorporated herein by reference, which may be updated from time to time upon mutual written agreement of the parties. The Services shall include, without limitation, (a) the development, deployment, and maintenance of communication solutions tailored to Customer's specifications; (b) ongoing technical support and troubleshooting assistance; and (c) regular updates and enhancements to improve functionality and performance. Notwithstanding the foregoing but subject to the terms of Section 5.3, Customer reserves the right to audit Provider's compliance with all applicable SLAs and contractual obligations hereunder, including but not limited to, uptime commitments, data security protocols, and compliance with CPNI requirements. Provider acknowledges that Customer shall have the right to conduct such audits on reasonable notice during Provider's regular business hours, and Provider agrees to provide all necessary access to personnel, systems, and records to facilitate such audits. Provider shall ensure that any subcontractors engaged in the performance of the Services shall comply with all obligations set forth in this Agreement; provided, however, that Provider shall remain fully responsible for the acts and omissions of such subcontractors as if they were Provider's own employees.

## ## Fees, Taxes, and Payment Terms

Customer agrees to pay Provider the fees set forth in Exhibit B ("Fee Schedule") attached hereto, which shall be subject to adjustment based on usage metrics and additional services requested by Customer. All fees are exclusive of applicable taxes, and Customer shall be responsible for the payment of any such taxes, including sales, use, excise, value-added, and other similar taxes, unless Customer provides Provider with a valid tax exemption certificate. Provider shall invoice Customer monthly in arrears for Services rendered during the preceding month, and Customer shall remit payment within thirty (30) days of receipt of such invoice. In the event of a disputed invoice, Customer shall notify Provider in writing within fifteen (15) days of receipt, specifying the nature of the dispute, and the parties shall endeavor to resolve the dispute amicably within thirty (30) days thereafter. Notwithstanding any dispute, Customer shall timely pay all undisputed amounts. Interest on late payments shall accrue at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full, provided that such interest shall not apply to any amounts disputed in good faith.

### ## Service Level Agreements (SLAs)

Provider shall ensure that the Services meet or exceed the performance metrics set forth in Exhibit C, which include, but are not limited to, uptime guarantees, response times for support requests, and resolution times for incidents. In the event Provider fails to meet any of the SLAs, Customer shall be entitled to the remedies specified in Exhibit C, which may include service credits, termination rights, or other remedies as agreed upon by the parties. Provider shall maintain detailed records of all service outages, interruptions, and incidents affecting the Services, and shall provide Customer with monthly reports summarizing such events. Provider shall use commercially reasonable efforts to (i) prevent service disruptions and (ii) minimize the impact of any disruptions that do occur, and (iii) promptly restore service in the event of a disruption. Customer shall have the right to review Provider's SLA compliance and performance metrics upon request, and Provider shall cooperate with Customer in providing access to relevant data and records necessary to conduct such reviews.

### ## Intellectual Property Rights

All intellectual property rights in and to the Services, including but not limited to patents, copyrights, trademarks, trade secrets, and all other proprietary rights, shall remain the exclusive property of Provider. Customer is granted a non-exclusive, non-transferable, limited license to use the Services solely for its internal business purposes, subject to the terms and conditions of this Agreement. Customer shall not (a) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services; (b) sell, lease, sublicense, distribute, or otherwise transfer the Services to any third party; or (c) remove, alter, or obscure any proprietary notices or labels on the Services. Provider represents and warrants that it has all necessary rights to grant the licenses and rights set forth herein, and that the Services do not infringe any third-party intellectual property rights. In the event of any third-party claim alleging infringement, Provider shall indemnify and hold harmless Customer against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from such claim, provided that Customer promptly notifies Provider of the claim and cooperates fully with Provider in the defense of such claim.

## ## Data Privacy and Security

Provider shall comply with all applicable data protection laws and regulations in its processing of Customer Data, including but not limited to the General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act ("CCPA"). Provider shall implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized access, disclosure, alteration, or destruction, including encryption, access controls, and security incident response procedures. Provider shall promptly notify Customer in the event of any data breach affecting Customer Data, and shall cooperate with Customer in investigating and mitigating the effects of such breach. Customer shall have the right to audit Provider's data security practices upon reasonable notice, and Provider shall provide access to relevant documentation, systems, and personnel necessary to conduct such audits. Provider shall ensure that any subcontractors engaged in the processing of Customer Data comply with all data protection obligations set forth in this Agreement, and shall remain fully responsible for the acts and omissions of such subcontractors as if they were Provider's own employees. Provider shall not export Customer Data outside of the United States without Customer's prior written consent, and shall comply with all applicable requirements for data localization and export controls.

## ## Termination Rights and Effects

Termination rights include those stipulated in Section 9, whereby Customer may terminate this Agreement for cause upon Provider's material breach, which shall include, but not be limited to, failure to meet SLAs, unauthorized use or disclosure of Customer Data, or infringement of third-party intellectual property rights; provided however that Provider shall have a thirty (30) day cure period following receipt of written notice from Customer specifying the breach, during which Provider shall endeavor to rectify said breach to Customer's satisfaction. In the event of termination, Provider shall immediately cease all use of Customer Data and return or destroy all such data in accordance with Customer's instructions. Provider shall cooperate fully with Customer in transitioning the Services to an alternative provider, if requested by Customer, and shall provide all necessary assistance to ensure a smooth and orderly transition. The provisions of Sections 5, 6, 7, and 10 shall survive termination of this Agreement, and any other provisions that by their nature are intended to survive such termination. Provider acknowledges that termination of this Agreement does not relieve Provider of its obligation to pay any fees or charges accrued prior to the date of termination.

## ## Indemnification Obligations

Provider shall indemnify, defend, and hold Customer harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Provider's breach of its representations, warranties, or obligations under this Agreement; (b) any infringement or misappropriation of third-party intellectual property rights by the Services; (c) Provider's violation of applicable laws or regulations; or (d) any gross negligence or willful misconduct by

Provider or its personnel in the performance of the Services. Customer shall promptly notify Provider of any claim for which it seeks indemnification, and Provider shall have the right to assume the defense of such claim with counsel of its choice. Provider shall not settle any claim without Customer's prior written consent, which shall not be unreasonably withheld or delayed. 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 14, Provider's indemnification obligations shall apply only to the extent that Customer has not contributed to the loss, liability, or damage through its own negligence or misconduct.

## ## Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, Provider's total liability to Customer for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of (a) the total amount paid by Customer to Provider under this Agreement in the twelve (12) months preceding the claim, or (b) \$500,000. In no event shall Provider be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including, but not limited to, lost profits, loss of data, or business interruption, arising out of or related to this Agreement, even if Provider has been advised of the possibility of such damages. The limitations set forth in this Section shall apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and shall survive termination of this Agreement.

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## ## Compliance with Telecom Regulations

Provider shall comply with all applicable telecom regulations, including but not limited to the Communications Assistance for Law Enforcement Act ("CALEA") and the Federal Communications Commission's Customer Proprietary Network Information ("CPNI") rules. Provider shall implement and maintain comprehensive policies and procedures to ensure compliance with such regulations, including training programs for personnel, monitoring systems for detecting non-compliance, and regular audits to assess adherence to regulatory requirements. Provider shall cooperate fully with any regulatory investigations or audits conducted by governmental authorities, and shall provide all necessary documentation, access, and assistance to facilitate such investigations. Provider acknowledges that compliance with telecom regulations is a material obligation under this Agreement, and any breach of such regulations shall constitute a material breach entitling Customer to exercise its termination rights under Section 9.

## ## Emergency Call Functionality

Provider shall ensure that the Services include robust emergency call functionality capable of routing calls to the appropriate public safety answering point ("PSAP") in accordance with all applicable U.S. telecom regulations. Provider shall implement technical specifications necessary to support such functionality, including, but not limited to, location determination capabilities, redundant network infrastructure, and failover mechanisms to ensure

uninterrupted service during emergency situations. Provider shall provide Customer with detailed documentation of emergency call protocols and procedures, and shall conduct regular testing and validation of emergency call capabilities to ensure compliance with regulatory requirements. Provider shall promptly notify Customer of any changes to emergency call functionality or regulatory requirements affecting such functionality, and shall cooperate with Customer in implementing any necessary modifications to maintain compliance. Provider acknowledges that any failure to comply with emergency call requirements may result in significant liability and regulatory penalties, and shall indemnify Customer against any such liability or penalties arising from Provider's breach of its emergency call obligations.

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## ## Dispute Resolution

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. If the dispute cannot be resolved through negotiations within thirty (30) days, either party may initiate mediation by providing written notice to the other party. The mediation shall be conducted in [City, State], and the parties shall mutually agree upon a mediator with relevant expertise in telecom and technology disputes. If the dispute is not resolved through mediation within sixty (60) days, either party may initiate arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in [City, State], by a panel of three (3) arbitrators, and the award shall be final and binding on the parties. Each party shall bear its own costs and expenses related to the arbitration, provided that the arbitrators may award costs and expenses, including attorneys' fees, to the prevailing party. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm pending the resolution of the dispute through arbitration.

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## ## Miscellaneous Provisions

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, relating to such subject matter. No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision, and shall not affect the validity of this Agreement or the right of the parties to enforce each provision at any time in accordance with its terms. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to amend the Agreement to reflect the original intent of the parties. 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. Any notices required or permitted under this

Agreement shall be in writing and shall be deemed delivered when sent by certified mail, return receipt requested, or by commercial courier service, to the addresses set forth above or such other addresses as the parties may designate in writing from time to time.

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## ## Signature Blocks

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Customer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Provider: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## ## Exhibit A: Scope of Services

The Services provided under this Agreement shall include, but are not limited to, the following: development, deployment, and maintenance of communication solutions tailored to Customer's specifications; ongoing technical support and troubleshooting assistance; regular updates and enhancements to improve functionality and performance; compliance with applicable telecom regulations, including CALEA and CPNI requirements; implementation of robust emergency call functionality capable of routing calls to the appropriate PSAP in accordance with U.S. telecom regulations; provision of detailed documentation of emergency call protocols and procedures; regular testing and validation of emergency call capabilities to ensure compliance with regulatory requirements; notification of any changes to emergency call functionality or regulatory requirements affecting such functionality; cooperation with Customer in implementing necessary modifications to maintain compliance; indemnification of Customer against liability or penalties arising from Provider's breach of emergency call obligations; and any other services mutually agreed upon by the parties in writing.

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## ## Exhibit B: Fee Schedule

The fees for the Services provided under this Agreement shall be calculated based on the following schedule: [fee details]. All fees are exclusive of applicable taxes, and Customer shall be responsible for the payment of any such taxes, unless Customer provides Provider with a valid tax exemption certificate. Provider shall invoice Customer monthly in arrears for Services

rendered during the preceding month, and Customer shall remit payment within thirty (30) days of receipt of such invoice. In the event of a disputed invoice, Customer shall notify Provider in writing within fifteen (15) days of receipt, specifying the nature of the dispute, and the parties shall endeavor to resolve the dispute amicably within thirty (30) days thereafter. Notwithstanding any dispute, Customer shall timely pay all undisputed amounts. Interest on late payments shall accrue at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full, provided that such interest shall not apply to any amounts disputed in good faith.

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#### ## Exhibit C: Service Level Agreements (SLAs)

Provider shall ensure that the Services meet or exceed the performance metrics set forth in this Exhibit, which include, but are not limited to, uptime guarantees, response times for support requests, and resolution times for incidents. In the event Provider fails to meet any of the SLAs, Customer shall be entitled to the remedies specified herein, which may include service credits, termination rights, or other remedies as agreed upon by the parties. Provider shall maintain detailed records of all service outages, interruptions, and incidents affecting the Services, and shall provide Customer with monthly reports summarizing such events. Provider shall use commercially reasonable efforts to prevent service disruptions, minimize the impact of any disruptions that do occur, and promptly restore service in the event of a disruption. Customer shall have the right to review Provider's SLA compliance and performance metrics upon request, and Provider shall cooperate with Customer in providing access to relevant data and records necessary to conduct such reviews.

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