

## # 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 the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_  
("Customer") and [Provider Name], a corporation organized under the laws of \_\_\_\_\_,  
with its principal place of business at \_\_\_\_\_ ("Provider").

## ## Section 1: Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below, except as otherwise expressly provided or unless the context otherwise requires.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means (i) ownership of more than fifty percent (50%) of the voting securities of such entity or (ii) the ability to direct the management or policies of such entity, whether through ownership of securities, by contract, or otherwise.

“Confidential Information” refers to all information, in any form, concerning the business, affairs, products, services, customers, clients, or suppliers of each party, including without limitation trade secrets, know-how, proprietary technology, and customer lists, provided that such information is marked as confidential or proprietary, or is otherwise reasonably understood to be confidential given the nature of the information or circumstances of disclosure. “Customer Data” shall mean any data or information provided by Customer to Provider, or collected by Provider on behalf of Customer, in connection with the Services, including but not limited to personally identifiable information (“PII”), financial data, and other sensitive business information. “Services” are defined as the services described in Exhibit A, which may be modified by mutual agreement of the parties in writing from time to time.

## ## Section 2: Scope

The Provider agrees to perform the Services for the Customer as more fully described in Exhibit A, which forms an integral part of this Agreement. The Parties acknowledge that the Services may include, without limitation, the provision of cloud-based communications platforms, software development, technical support, and related consulting services. Provider shall provide all necessary personnel, materials, equipment, and facilities required to perform the Services, except as otherwise specified herein. Provider shall use commercially reasonable efforts to ensure that all Services are performed in accordance with applicable laws and regulations, including but not limited to U.S. telecommunications law, and shall obtain all necessary licenses, permits, and approvals required for the performance of the Services. Notwithstanding the foregoing, Customer reserves the right to audit Provider's compliance with applicable laws and regulations, including the right to inspect Provider's facilities and records upon reasonable notice during normal business hours, provided however that Customer shall not interfere with Provider's business operations or access Provider's confidential business information without Provider's prior written consent. Provider shall, upon Customer's request, provide reports regarding the performance of Services, including (i) the status of ongoing projects, (ii) compliance with service level agreements (“SLAs”), and (iii) any issues or delays encountered in the delivery of Services.

## ## Section 3: Fees and Payment Terms

Customer shall pay Provider the fees set forth in Exhibit B, which shall include a detailed fee schedule, payment terms, and any applicable taxes, duties, or charges. Provider shall invoice Customer for all fees on a monthly basis, and Customer shall pay all undisputed amounts within thirty (30) days of receipt of each invoice. In the event of a disputed invoice, Customer shall notify Provider in writing within ten (10) days of receipt, specifying the nature of the dispute, and the parties shall attempt to resolve the dispute through good faith negotiations.

within thirty (30) days following such notification. Provider shall have the right to suspend the provision of Services, without liability, in the event that Customer fails to pay any undisputed invoice within sixty (60) days of receipt, provided that Provider has given Customer at least ten (10) days' prior written notice of such suspension. The parties agree that any changes to the fees or payment terms shall be documented in a written amendment to this Agreement signed by both parties.

#### ## Section 4: Service Level Agreements (SLAs)

Provider shall perform the Services in accordance with the SLAs set forth in Exhibit C, which shall include specific performance metrics, uptime targets, and remedies for failure to meet such targets. The SLAs shall be subject to periodic review and adjustment by mutual agreement of the parties in writing, provided that any adjustments shall be made in a manner consistent with industry standards and best practices. In the event that Provider fails to meet the SLAs, Customer shall have the right to pursue any remedies specified in Exhibit C, which may include, without limitation, service credits, termination of the Agreement for material breach, or other remedies available at law or in equity. Provider shall promptly notify Customer of any failure to meet the SLAs and shall use commercially reasonable efforts to promptly remedy such failure. Provider shall provide Customer with regular reports detailing its compliance with the SLAs, including any outages, incidents, or breaches, and any corrective actions taken or proposed.

## ## Section 5: Data Privacy and Security

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 the U.S. Telecommunications Act, in connection with its processing of Customer Data. 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 audit trails. Provider shall notify Customer promptly upon becoming aware of any actual or suspected data breach involving Customer Data, and shall cooperate with Customer in investigating and responding to such breach, including providing all relevant information and assistance required by Customer to comply with its legal and regulatory obligations. Provider shall, upon Customer's request, provide regular reports regarding its data privacy and security practices, including any audits, assessments, or certifications obtained by Provider. Customer shall have the right to audit Provider's compliance with its data privacy and security obligations, including the right to inspect Provider's facilities, systems, and records upon reasonable notice during normal business hours, provided however that Customer shall not interfere with Provider's business operations or access Provider's confidential business information without Provider's prior written consent.

## ## Section 6: Intellectual Property Rights

The parties acknowledge that Customer shall retain all right, title, and interest in and to Customer Data and any intellectual property created by or for Customer in connection with the Services, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights ("Customer IP"). Provider shall not acquire any rights in Customer IP except as expressly provided in this Agreement or as otherwise agreed by the parties in writing. Provider shall, upon Customer's request, execute all documents and take all actions necessary to perfect Customer's rights in Customer IP. Provider shall retain all right, title, and interest in and to any intellectual property created by Provider independently of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights ("Provider IP"). Customer shall not acquire any rights in Provider IP except as expressly provided in this Agreement or as otherwise agreed by the parties in writing. The parties agree that any intellectual property created jointly by the parties in connection with the Services shall be owned jointly by the parties, with each party having an undivided interest in such joint intellectual property, unless otherwise agreed by the parties in writing.

## ## Section 7: Acceptable Use and Compliance with Laws

Provider shall use the Services solely for lawful purposes and in compliance with all applicable laws and regulations, including but not limited to U.S. telecommunications law, export control laws, and anti-corruption laws. Provider shall not use the Services to engage in any illegal or unethical activities, including but not limited to the transmission of spam, the distribution of malware, or the infringement of intellectual property rights. Provider shall, upon Customer's request, provide regular reports regarding its compliance with its acceptable use obligations, including any audits, assessments, or certifications obtained by Provider. Customer shall have the right to audit Provider's compliance with its acceptable use

obligations, including the right to inspect Provider's facilities, systems, and records upon reasonable notice during normal business hours, provided however that Customer shall not interfere with Provider's business operations or access Provider's confidential business information without Provider's prior written consent. Provider shall promptly notify Customer of any actual or suspected violation of its acceptable use obligations and shall cooperate with Customer in investigating and remedying such violation, including providing all relevant information and assistance required by Customer to comply with its legal and regulatory obligations.

## ## Section 8: Indemnification

Provider shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, actions, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with (i) Provider's breach of this Agreement, (ii) Provider's negligence or willful misconduct, (iii) Provider's violation of any applicable law or regulation, or (iv) any third-party claim alleging infringement of intellectual property rights by Provider. Customer shall indemnify, defend, and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, actions, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with (i) Customer's breach of this Agreement, (ii) Customer's negligence or willful misconduct, or (iii) Customer's violation of any applicable law or regulation. The indemnifying party shall have the right to control the defense and settlement of any indemnified claim, provided that the indemnified party shall have the right to participate in such defense and settlement with counsel of its own choosing at its own expense. The indemnifying party shall not settle any indemnified claim without the indemnified party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

## ## Section 9: Limitation of Liability

Except for Provider's indemnification obligations under Section 8 and its breach of confidentiality obligations under Section 5, neither party shall be liable to the other party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising out of or in connection with this Agreement, whether based on contract, tort, or any other legal theory, even if such party has been advised of the possibility of such damages. In no event shall Provider's aggregate liability to Customer for all claims arising out of or in connection with this Agreement exceed the total fees paid by Customer to Provider under this Agreement during the twelve (12) months preceding the date on which the claim arose.

## ## Section 10: Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of \_\_\_\_\_ years, unless terminated earlier in accordance with this Section 10. Either party may terminate this Agreement for convenience upon \_\_\_\_\_ days' prior written notice to the other party. Either party may terminate this Agreement for cause upon written notice to the other party if the other party breaches any material obligation under this Agreement and fails to cure such breach within \_\_\_\_\_ days of receipt of written notice specifying the nature of the breach. Upon termination of this Agreement, Provider shall immediately cease all use of Customer IP and shall, at Customer's request, return or destroy all Customer Data in its possession or control.

## ## Section 11: Dispute Resolution

The parties agree to resolve any disputes arising out of or in connection with this Agreement through good faith negotiations. If the parties are unable to resolve a dispute through negotiation within \_\_\_\_\_ days, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties, or, if the parties are unable to agree on an arbitrator, by the AAA. The arbitration shall be conducted in \_\_\_\_\_, and the arbitrator's decision shall be final and binding on the parties. The parties agree that the arbitrator shall have the authority to award any legal or equitable remedies available under applicable law, including injunctive relief and specific performance.

## ## Section 12: Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both parties. Neither party may assign or transfer any 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 in connection with a merger, acquisition, or sale of all or substantially all of its assets. This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

## Exhibit A: Description of Services

[Detailed description of services, including scope, deliverables, timelines, and any other relevant information.]

## Exhibit B: Fee Schedule

[Detailed fee schedule, including payment terms, applicable taxes, duties, or charges.]

## Exhibit C: Service Level Agreements

[Detailed SLAs, including specific performance metrics, uptime targets, and remedies for failure to meet such targets.]

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(Note: The above text is a simulation and does not represent a complete legal document.)