

Master Services Agreement

Between

Customer: [Company Name] Inc., a corporation with its principal place of business located at [Address], herein referred to as "Customer"

Provider: [Provider Name] LLC, a limited liability company with its principal place of business located at [Address], herein referred to as "Provider"

Date: [Effective Date]

1. Definitions

For purposes of this Agreement, certain terms used herein shall have the meanings set forth in this section notwithstanding any conflicting definitions in other sections, including but not limited to "Services" which shall mean all activities undertaken by Provider as described in Exhibit A, "Customer Data" which shall include any and all information provided by Customer to Provider including without limitation personally identifiable information ("PII"), confidential business information, and any other data which is subject to legal protection or regulation under applicable law, "Effective Date" shall refer to the date set forth herein above, and "Agreement" shall mean collectively this Master Services Agreement together with all exhibits, attachments, and schedules thereto provided however that the context may require a different interpretation where explicitly stated. Notwithstanding the foregoing but subject to subsequent provisions, "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a party hereto, "Control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise, "Dispute" shall refer to any disagreement, contention, or controversy arising out of or related to this Agreement, and "Force Majeure" shall refer to any event beyond the reasonable control of a party, including acts of God, war, terrorism, civil unrest, governmental actions, or natural disasters.

2. Scope

The Services to be provided by Provider to Customer shall encompass the design, implementation, and maintenance of communication platforms as described in Exhibit B, provided however that such Services shall exclude any activities not specifically enumerated therein unless otherwise agreed in writing by the parties. The delivery of Services shall be subject to compliance with all applicable laws and industry standards, which shall include but not be limited to regulations imposed by the Federal Communications Commission ("FCC") and any relevant state or local authorities. Provider shall employ commercially reasonable efforts to ensure the Services meet the specifications and performance criteria set forth in Exhibit C, provided that Customer shall be responsible for providing all necessary access to its systems and facilities to enable Provider to fulfill its obligations under this Agreement. Provider shall not be liable for any delay or failure in performance due to Customer's failure to provide such access, notwithstanding any other provisions herein. The Provider will (i) provide regular updates on the progress of the Services, (ii) report any issues encountered, and (iii) propose solutions to address such issues—subject to Customer's approval and oversight.

3. Fees and Payment Terms

Customer agrees to pay Provider the fees set forth in Exhibit D, which shall be calculated based on the rates and charges specified therein, provided however that any changes in scope or additional services requested by Customer shall be subject to renegotiation of fees. All fees are exclusive of applicable taxes, which shall be the responsibility of Customer, except where Provider is required by law to collect such taxes on behalf of the taxing authority. Payment shall be due within thirty (30) days of receipt of invoice, and Provider reserves the right to suspend Services in the event of non-payment. Customer shall notify Provider in writing of any disputes regarding invoices within ten (10) days of receipt; failure to

timely notify Provider shall constitute acceptance of the invoiced amount. In the event of a dispute, Customer shall pay any undisputed amounts and the parties shall negotiate in good faith to resolve the dispute. Notwithstanding the foregoing but subject to Section 4.7, Provider shall not initiate any collection action during the resolution of a bona fide dispute. Provider shall maintain accurate records of all expenses incurred in the provision of Services, and Customer shall have the right to audit such records upon reasonable notice.

4. Indemnities

Provider shall indemnify, defend, and hold harmless Customer and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to Provider's breach of its representations, warranties, or obligations under this Agreement, provided however that Customer shall promptly notify Provider of any such claims and cooperate in the defense thereof. Customer shall have the right to participate in the defense of any such claims with counsel of its own choosing at its own expense. Provider's indemnity obligations shall not extend to claims arising from Customer's negligence, willful misconduct, or breach of this Agreement. The indemnity obligations set forth herein shall survive the termination or expiration of this Agreement. Provider shall be obligated to indemnify Customer for claims arising from infringement of intellectual property rights, provided that such claims are not attributable to modifications made by Customer or third parties without Provider's consent. Customer shall indemnify Provider against any claims arising from Customer's use of the Services in violation of applicable law or regulation, provided however that Provider shall first exhaust all available defenses prior to seeking indemnification.

5. Service Level Agreements (SLAs)

Provider shall perform the Services in accordance with the Service Level Agreements set forth in Exhibit E, which shall include metrics for availability, performance, and response times. Provider shall monitor compliance with SLAs and report to Customer on a regular basis; any failure to meet SLAs shall entitle Customer to remedies as set forth in Exhibit F, provided however that such remedies shall be Customer's sole and exclusive remedy for SLA breaches. Provider shall not be liable for SLA failures due to circumstances beyond its control, including Force Majeure events or Customer-caused delays. Customer shall have the right to audit Provider's performance against SLAs upon reasonable notice, and Provider shall cooperate fully with such audits. Provider shall implement corrective actions to address any identified deficiencies, and shall provide regular updates to Customer on the status of such actions. Provider's failure to meet SLAs shall not constitute a breach of this Agreement unless such failure is willful or repeated and Provider fails to take appropriate corrective actions.

6. Data Privacy and Security

Provider shall implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized access, use, disclosure, or destruction, in compliance with all applicable data protection laws including but not limited to the General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act ("CCPA"). Provider shall promptly notify Customer of any data breaches or security incidents involving Customer Data, and shall cooperate with Customer in any investigation or remediation efforts.

Provider shall ensure that any subcontractors or third-party service providers engaged in the performance of Services comply with the same data protection obligations as set forth herein. Customer shall have the right to audit Provider's data protection practices upon reasonable notice, and Provider shall provide all reasonable assistance in such audits. Provider shall indemnify Customer against any claims arising from breaches of data protection obligations, provided however that Customer shall first exhaust all available defenses prior to seeking indemnification.

7. Intellectual Property Rights

All intellectual property rights in and to the Services and any deliverables provided to Customer shall remain the property of Provider, subject to Customer's right to use such deliverables in accordance with the terms of this Agreement. Provider grants Customer a non-exclusive, non-transferable, royalty-free license to use the deliverables for the term of this Agreement, provided however that Customer shall not modify, reverse-engineer, or create derivative works from the deliverables without Provider's prior written consent. Customer shall retain ownership of all intellectual property rights in and to Customer Data, and Provider shall have no rights thereto except as necessary to perform the Services. Provider shall indemnify Customer against any claims of infringement of third-party intellectual property rights arising from Customer's use of the deliverables in accordance with this Agreement, provided however that such indemnity shall not apply to modifications made by or at the direction of Customer without Provider's consent. The parties shall cooperate in good faith to address any intellectual property issues that may arise during the term of this Agreement.

8. Acceptable Use Policies (AUPs)

Provider shall ensure that the Services are used in compliance with the Acceptable Use Policies set forth in Exhibit G, which shall include prohibitions on illegal activities, spamming, and the distribution of malware. Customer shall be responsible for ensuring that its use of the Services does not violate any applicable AUPs, and Provider reserves the right to suspend or terminate Services in the event of any such violations. Provider shall promptly notify Customer of any suspected AUP violations and shall cooperate with Customer in any investigation or remediation efforts. Customer shall indemnify Provider against any claims arising from Customer's violation of AUPs, provided however that Provider shall first exhaust all available defenses prior to seeking indemnification. Provider shall implement monitoring and enforcement mechanisms to ensure compliance with AUPs, and shall report any violations to Customer on a regular basis.

9. Liability

Provider's liability to Customer under this Agreement shall be limited to direct damages and shall not exceed the amount paid by Customer to Provider in the twelve (12) months preceding the event giving rise to the liability, provided however that such limitation shall not apply to claims arising from Provider's gross negligence, willful misconduct, or breach of its data protection obligations. In no event shall Provider be liable for any indirect, consequential, incidental, special, or punitive damages, including but not limited to loss of profits, revenue, or data, even if Provider has been advised of the possibility of such damages. Customer acknowledges that the limitations of liability set forth herein are an essential part of the

bargain between the parties and that Provider would not have entered into this Agreement absent such limitations. Provider shall not be liable for any damages arising from Customer's failure to comply with its obligations under this Agreement, including but not limited to its obligations to provide access to systems and facilities, to comply with AUPs, and to protect Customer Data.

10. Termination

This Agreement may be terminated by either party for convenience upon thirty (30) days' written notice to the other party, provided however that any outstanding payment obligations shall survive such termination. Either party may terminate this Agreement for cause upon written notice to the other party in the event of a material breach that is not cured within thirty (30) days of receipt of notice of such breach, provided however that the non-breaching party shall have the right to pursue any available remedies for such breach. Upon termination or expiration of this Agreement, Provider shall cease all Services and shall return or destroy all Customer Data in its possession, subject to any legal obligations to retain such data. The provisions of this Agreement regarding indemnities, limitations of liability, intellectual property rights, and data privacy shall survive termination or expiration.

11. Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), provided however that either party may seek injunctive relief in a court of competent jurisdiction to protect its intellectual property rights or confidential information. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties, and the decision of the arbitrator shall be final and binding. The costs of arbitration shall be borne equally by the parties, and each party shall be responsible for its own attorney's fees and expenses. The arbitration shall be conducted in [City, State], and the arbitrator shall apply the laws of the State of [State] without regard to its conflict of laws principles. The parties shall cooperate in good faith to resolve any disputes prior to initiating arbitration.

Signature Block

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

CUSTOMER: _____ PROVIDER:

DATE: _____

12. Compliance with U.S. Telecom Law

Provider shall comply with all applicable U.S. telecom laws, including but not limited to the Communications Assistance for Law Enforcement Act ("CALEA"), the Telephone Consumer Protection Act ("TCPA"), and the FCC's Customer Proprietary Network Information ("CPNI") regulations. Provider shall implement appropriate measures to ensure compliance with CPNI requirements, including customer notification and opt-in procedures, and shall cooperate with any audits or investigations conducted by the FCC or other regulatory authorities. Customer shall indemnify Provider against any claims arising from Customer's failure to comply with applicable telecom laws in its use of the Services, provided however that Provider shall first exhaust all available defenses prior to seeking indemnification. Provider shall provide regular reports to Customer on its compliance with telecom laws, and shall promptly notify Customer of any changes in applicable regulations that may affect the Services. Provider's compliance obligations shall survive the termination or expiration of this Agreement.

13. Emergency Call Disclaimers

Provider shall provide emergency call services as part of the Services, subject to the disclaimers and limitations set forth in Exhibit H. Provider shall ensure that emergency call services comply with all applicable regulations, including Enhanced 911 ("E911") requirements, and shall implement appropriate measures to ensure the reliability and availability of such services. Customer acknowledges that emergency call services may be subject to limitations beyond Provider's control, including network congestion, power outages, or failures of third-party service providers, and Provider shall not be liable for any damages arising from such limitations. Customer shall indemnify Provider against any claims arising from Customer's use of emergency call services, provided however that Provider shall first exhaust all available defenses prior to seeking indemnification. Provider shall provide regular updates to Customer on the status of emergency call services, and shall promptly notify Customer of any issues or changes affecting such services.

14. Data Localization and Export Controls

Provider shall comply with all applicable data localization and export control laws, including country-specific requirements set forth in Exhibit I. Provider shall implement appropriate measures to ensure that Customer Data is stored and processed in compliance with such laws, and shall cooperate with any audits or investigations conducted by regulatory authorities. Customer shall indemnify Provider against any claims arising from Customer's failure to comply with applicable data localization or export control laws in its use of the Services, provided however that Provider shall first exhaust all available defenses prior to seeking indemnification. Provider shall provide regular reports to Customer on its compliance with data localization and export control laws, and shall promptly notify Customer of any changes in applicable regulations that may affect the Services. Provider's compliance obligations shall survive the termination or expiration of this Agreement.

15. Confidentiality

Each party agrees to maintain the confidentiality of the other's confidential information and to use such information solely for the purposes of performing its obligations under this Agreement. Confidential information shall include any information that is marked as confidential or proprietary, or that would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Neither party shall disclose the other's confidential information to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to perform its obligations under this Agreement. Each party shall take reasonable measures to protect the confidentiality of the other's confidential information, including implementing appropriate security measures and restricting access to authorized personnel. The confidentiality obligations set forth herein shall survive the termination or expiration of this Agreement.

16. Audit Rights

Customer shall have the right to audit Provider's compliance with the terms of this Agreement, including its adherence to SLAs, data protection obligations, and telecom law requirements. Such audits shall be conducted upon reasonable notice and during Provider's normal business hours, and Provider shall cooperate fully with Customer in the conduct of such audits. Customer shall be responsible for any costs associated with the audit, except where the audit reveals material non-compliance by Provider, in which case Provider shall bear the costs. Provider shall promptly address any deficiencies identified in an audit and shall provide regular updates to Customer on the status of corrective actions. Customer's audit rights shall survive the termination or expiration of this Agreement.

17. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid unless in writing and signed by 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. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by the laws of the State of [State], without regard to its conflict of laws principles. The parties hereby consent to the exclusive jurisdiction of the courts located in [City, State] for the resolution of any disputes arising out of or related to this Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

Signature Block

CUSTOMER: _____ PROVIDER:

DATE: _____

Exhibits

Exhibit A - Services Description

Exhibit B - Service Scope

Exhibit C - Performance Criteria

Exhibit D - Fee Schedule

Exhibit E - SLAs

Exhibit F - Remedies for SLA Breaches

Exhibit G - Acceptable Use Policies

Exhibit H - Emergency Call Disclaimers

Exhibit I - Data Localization and Export Controls

