## Cover Page

Customer-Paper Master Services Agreement
Between: [Customer Name]
And: [Provider Name]
Effective Date: [_____]

**1. Definitions This section shall include but not be limited to the following terms which are critical for the interpretation of this Agreement and any ancillary documents provided herein; however, it is imperative to note that terms may be amended, modified, or supplemented by mutual written agreement of the parties or as required by applicable law or regulation. "Customer Data" refers to all data provided by Customer or its affiliates, including but not limited to PII, CPNI, and other confidential information, notwithstanding, this definition shall extend to data processed, stored, or transmitted by Provider in the course of performing Services. "Services" shall mean all activities, functions, responsibilities, and deliverables to be provided by Provider pursuant to this Agreement, including those specified in any SOW or exhibit, provided however that any additional services requested by Customer shall be deemed part of the Services unless expressly excluded. "CPNI" refers to Customer Proprietary Network Information and shall be handled in strict accordance with applicable telecommunications laws, rules, and regulations. The term "Effective Date" shall mean the date first written above or such other date as may be agreed by the parties pursuant to Section 19.6(c)(v), noting that the Effective Date shall determine the commencement of obligations hereunder. "Affiliate" refers to any entity controlling, controlled by, or under common control with a party, but such control shall not be deemed to exist unless there is ownership of more than fifty percent (50%) of the voting rights or equity interests. "Force Majeure" means any event or condition beyond the reasonable control of the affected party, including acts of God, war, terrorism, civil unrest, embargoes, natural disasters, and other similar events; however, financial inability shall not constitute Force Majeure.[1]**

**2. Scope of Services The Provider shall deliver the Services described in Exhibit A, attached hereto and incorporated herein by reference, which shall include but not be limited to CPaaS solutions, IT infrastructure management, and support services, provided that such Services shall be performed in accordance with the specifications, timelines, and service levels agreed upon by the parties. The scope may be expanded or reduced by mutual written agreement provided however that any such amendment shall be documented in a revised SOW which shall form part of this Agreement. Notwithstanding anything to the contrary, the Provider shall ensure compliance with all applicable federal, state, and local laws, regulations, and industry standards, including but not limited to FCC regulations and CPNI requirements. The Provider shall maintain all necessary licenses, permits, and certifications required for the provision of Services, and shall provide evidence of such upon request by Customer. The Provider shall implement and maintain security measures, including encryption, access controls, and audit logs, to protect Customer Data from unauthorized access, use, disclosure, alteration, or destruction. Provided however that, except where stipulated in Section 4.3(b)(ii), such measures shall be subject to periodic audits by Customer to verify compliance with this Agreement. The Provider shall designate a project manager who shall be responsible for overseeing the delivery of Services, coordinating with Customer's designated representative, and ensuring timely communication regarding project status, issues, and resolutions. The Provider's personnel assigned to perform Services shall possess the necessary skills, qualifications, and experience to effectively perform their duties, and shall be subject to background checks, as per Section 6.3(c).**

**3. Fees and Payment Terms** Customer shall pay Provider the fees set forth in Exhibit B, which shall be calculated based on the pricing model agreed upon by the parties, including flat fees, usage-based fees, and any applicable taxes, duties, or other charges. Fees shall be invoiced monthly in arrears and payable within thirty (30) days of invoice date, provided however that any disputed amounts shall be resolved pursuant to Section 12.4(b). Notwithstanding the foregoing but subject to Section 5.2(a)(iv), Customer shall be entitled to withhold payment of disputed amounts pending resolution, and Provider shall not suspend Services during such period. Late payments shall incur interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Provider shall submit invoices electronically in a format specified by Customer, and shall include sufficient detail to enable Customer to verify the accuracy of charges. Provider shall provide Customer with a quarterly reconciliation report detailing the fees incurred under this Agreement, provided that such report shall include adjustments for any overpayments or underpayments identified during audits. In the event of termination, Provider shall refund any prepaid fees for Services not rendered, subject to Customer's rights under Section 14.3(d).

**4. Indemnities** Provider shall indemnify, defend, and hold harmless Customer, its Affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, actions, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with: (a) Provider's breach of this Agreement; (b) any infringement or misappropriation of intellectual property rights by Provider or its personnel; (c) any violation of applicable laws, rules, or regulations by Provider; and (d) any negligent act or omission by Provider or its personnel. Notwithstanding the foregoing, Provider's indemnification obligations shall not apply to the extent that such

claims arise from Customer's gross negligence or willful misconduct. Customer shall promptly notify Provider of any claim subject to indemnification, and Provider shall have the right to assume control of the defense and settlement of such claim, provided however that Customer shall retain the right to participate in the defense at its own expense. Provider shall not settle any claim without Customer's prior written consent, which shall not be unreasonably withheld, conditioned, 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 17.2, Customer shall be entitled to recover all costs incurred in connection with any indemnified claim.

**5. Service Level Agreements (SLAs)** **Provider shall deliver Services in accordance with the service levels set forth in Exhibit C, which shall include metrics for availability, performance, and support response times, provided that failure to meet any SLA shall entitle Customer to service credits or other remedies as specified in Exhibit C. Provider shall monitor and report on service levels monthly, and shall provide Customer with access to real-time performance data via a secure portal, provided that access shall be subject to the restrictions set forth in Section 8.3(b)(ii). In the event of any SLA breach, Provider shall promptly investigate the cause and implement corrective actions to prevent recurrence, and shall provide Customer with a root cause analysis report within five (5) business days of breach identification. Notwithstanding anything to the contrary, Provider shall not be liable for SLA breaches caused by Customer's actions or inactions, force majeure events, or scheduled maintenance or upgrades, as per Section 3.4(a)(i)(B)(3)($\alpha$). Provider shall maintain a service continuity plan to ensure uninterrupted delivery of Services, including backup and recovery procedures, disaster recovery plans, and redundancy measures, provided however that such plans shall be subject to**

review and approval by Customer. Provider shall designate a technical account manager to oversee SLA compliance and liaise with Customer on service-related issues, provided further that such manager shall have authority to escalate issues within Provider's organization as necessary to achieve resolution.

**6. Data Privacy and Security Provider shall comply with all applicable data privacy and security laws, regulations, and standards, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and the Health Insurance Portability and Accountability Act (HIPAA), as applicable to the Services provided under this Agreement. Provider shall implement and maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data, including encryption, access controls, and audit logs. Provider shall ensure that its personnel are trained on data privacy and security requirements and shall conduct regular assessments to verify compliance. Notwithstanding anything to the contrary, Provider shall promptly notify Customer of any data breach that affects Customer Data and shall cooperate with Customer in investigating and remediating such breach. Provider shall provide Customer with the right to audit Provider's data privacy and security practices at any time, provided that such audits shall be subject to reasonable notice and shall not interfere with Provider's operations. Provider shall execute a data processing agreement with Customer that sets forth the terms and conditions governing the processing of Customer Data, including provisions related to data subject rights, international data transfers, and subcontractor obligations, provided however that such agreement shall be consistent with this Agreement and shall not limit Customer's rights hereunder.**

**7. Intellectual Property** All intellectual property rights in and to the Services, including any software, technology, processes, methodologies, and deliverables developed or provided by Provider, shall be owned by Provider, subject to the license rights granted to Customer herein. Provider hereby grants Customer a non-exclusive, royalty-free, perpetual license to use, reproduce, modify, and distribute the deliverables for Customer's internal business purposes, provided however that Customer shall not sublicense, resell, or otherwise commercially exploit the deliverables. Provider shall retain all rights, title, and interest in and to any pre-existing intellectual property incorporated into the deliverables, provided that Customer shall obtain a license to use such intellectual property as part of the deliverables. Provider shall indemnify Customer against any claims of intellectual property infringement arising from Customer's use of the deliverables, subject to Section 4.3(b). Customer shall own all intellectual property rights in and to any modifications or enhancements made to the deliverables by Customer, provided however that Provider shall retain ownership of any underlying technology or intellectual property incorporated into such modifications. As Customer's exclusive remedy under Section 17.3(a)(iv), Provider shall, at its option, (i) replace or modify infringing deliverables to render them non-infringing, (ii) obtain a license for Customer to continue using the infringing deliverables, or (iii) refund the fees paid by Customer for the infringing deliverables.

**8. Acceptable Use Policies (AUPs)** Provider shall establish and enforce acceptable use policies governing the use of the Services, which shall prohibit any illegal, unauthorized, or unethical activities, including but not limited to spamming, hacking, and dissemination of malware. Provider shall monitor usage of the Services to ensure

compliance with AUPs and shall take appropriate action to address any violations, including suspension or termination of Services. Customer shall comply with Provider's AUPs and shall ensure that its personnel, affiliates, and users do not engage in prohibited activities. Provider shall provide Customer with a copy of its AUPs upon request and shall notify Customer of any changes to the AUPs at least thirty (30) days prior to implementation. Notwithstanding anything to the contrary, Provider shall not be liable for any damages arising from Customer's breach of AUPs, provided however that Customer shall indemnify Provider against any claims resulting from such breach. Provider reserves the right to modify its AUPs at any time, provided that such modifications shall not materially alter Customer's rights or obligations under this Agreement. Provider shall cooperate with Customer in investigating any suspected breaches of AUPs and shall provide Customer with access to relevant logs and records, subject to the restrictions set forth in Section 9.2(b)(iii).

**9. Limitation of Liability Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, including but not limited to loss of profits, revenue, data, or use, even if such party has been advised of the possibility of such damages. Provider's total aggregate liability under this Agreement shall not exceed the total fees paid by Customer under the Agreement during the twelve (12) months preceding the event giving rise to the liability, except as provided in Section 9.4(c) and subject to Section 17.5(b)(ii). Notwithstanding the foregoing, Provider shall be liable for damages arising from its gross negligence, willful misconduct, or breach of Section 6.3(a); however, such liability shall be limited to direct damages only. Customer shall be entitled to recover damages for Provider's breach of its indemnification obligations under Section**

**4.2(a), provided however that such recovery shall be subject to the limitations set forth in Section 9.3(b). The limitations of liability set forth herein shall apply regardless of the form of action, whether in contract, tort, or otherwise and shall survive termination of this Agreement. Customer shall have the right to seek injunctive relief to prevent or mitigate any breach of Provider's confidentiality or data privacy obligations, notwithstanding any limitations of liability set forth in this Agreement.**

**10. Termination This Agreement may be terminated by either party for convenience upon ninety (90) days' prior written notice to the other party, provided however that Customer shall be entitled to terminate for cause immediately upon Provider's breach of Section 5.3(b)(ii) or upon Provider's insolvency or bankruptcy, subject to Section 9.4(a)(iii). Upon termination for any reason, Provider shall cease all Services and shall promptly return or destroy all Customer Data in its possession, provided that Customer shall have the right to audit Provider's compliance with this obligation. Provider shall refund any prepaid fees for Services not rendered as of the date of termination, subject to Customer's rights under Section 14.3(c). The termination of this Agreement shall not affect the parties' rights and obligations under Sections 6.3, 7.2, 9.4, and 14.5, which shall survive termination. Customer shall be entitled to transition Services to a successor provider and Provider shall cooperate with Customer in facilitating such transition, provided however that Provider shall not be required to disclose any proprietary information or trade secrets in the course of the transition. Provider shall provide Customer with a termination assistance plan detailing the steps to be taken to ensure an orderly transition, subject to Customer's approval.**

**11. Dispute Resolution** In the event of any dispute arising out of or in connection with this Agreement, the parties shall attempt to resolve the dispute through good faith negotiations, provided however that either party may escalate the dispute to binding arbitration if no resolution is reached within thirty (30) days. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and shall take place in [City, State], provided that the arbitrator shall have the authority to award damages and injunctive relief as permitted under this Agreement. The arbitral award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. Notwithstanding anything to the contrary, Customer shall have the right to seek injunctive relief in a court of law to prevent or mitigate any breach of Provider's confidentiality or data privacy obligations, provided that such action shall not preclude arbitration of any remaining claims. The costs of arbitration shall be borne equally by the parties, provided however that each party shall be responsible for its own attorneys' fees and expenses. The parties shall keep the existence and terms of any arbitration confidential, except as required to enforce the arbitral award.

**12. General Provisions** This Agreement, including its exhibits and any SOWs, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings, whether oral or written, relating to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument signed by both parties, provided however that Customer may amend its policies, procedures, or other requirements unilaterally as necessary to comply with applicable law, subject to notice to Provider. The provisions of this Agreement are severable, and if any provision is found to be invalid or unenforceable, such provision shall be reformed to the extent necessary to effectuate the parties' intent and

the remainder of the Agreement shall remain in full force and effect. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision, nor shall it preclude the party from enforcing such provision at a later time. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided however that Provider shall not assign or transfer any of its rights or obligations under this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. All notices required under this Agreement shall be in writing and delivered by hand, certified mail, or electronic mail to the addresses specified in the preamble of this Agreement, provided however that notices shall be deemed received upon actual receipt by the recipient.

**13. Emergency Call Disclaimers Provider shall ensure the availability of emergency call services as part of its CPaaS solutions, provided that such services shall comply with all applicable federal, state, and local regulations, including but not limited to the FCC's rules governing Enhanced 911 (E911) services. Provider shall provide Customer with detailed technical specifications for its emergency call services, including call routing, location accuracy, and failover procedures, provided however that Customer shall be responsible for ensuring that its systems are compatible with Provider's specifications. Provider shall not be liable for any failure of emergency call services due to Customer's actions or inactions, force majeure events, or third-party service disruptions, subject to Section 9.3(c). Customer shall indemnify Provider against any claims arising from Customer's failure to provide accurate location information or other necessary data for emergency calls. Provider shall conduct regular tests of its emergency call services to ensure compliance with regulatory requirements and shall provide Customer with reports detailing the results of such tests, provided**

that Customer shall have the right to audit Provider's compliance with emergency call regulations. Provider shall designate an emergency services coordinator to liaise with Customer on issues related to emergency call services, provided that such coordinator shall have authority to escalate issues within Provider's organization as necessary to achieve resolution.

[Signature Block]
Customer Signature: _____
Provider Signature: _____
Date: _____

**14. Data Localization and Export Controls Provider shall comply with all applicable data localization and export control laws, regulations, and requirements, including but not limited to those of the United States, European Union, and other jurisdictions as applicable to the Services provided under this Agreement. Provider shall ensure that Customer Data is stored and processed within the geographic boundaries specified by Customer, provided however that any cross-border transfers of Customer Data shall be subject to Customer's prior written consent and shall comply with applicable laws and regulations. Provider shall implement technical and organizational measures to ensure the security and integrity of Customer Data during cross-border transfers, including encryption and secure transmission protocols. Provider shall notify Customer of any changes to its data localization practices that may affect Customer Data, provided that such notification shall be made at least thirty (30) days prior to implementation. Customer shall have the right to audit Provider's data localization and export control practices at any time, provided that such audits shall be subject to reasonable notice and shall not interfere with Provider's operations. Provider shall indemnify Customer against any claims arising from Provider's breach of data localization or export control obligations**

**under this Agreement.**

**15. Compliance with U.S. Telecom Law Provider shall comply with all applicable U.S. telecom laws, regulations, and requirements, including but not limited to the Communications Act of 1934, the Telecommunications Act of 1996, and the FCC's rules and orders. Provider shall ensure that its CPaaS solutions are designed and operated in compliance with applicable telecom regulations, including those governing CPNI, E911 services, and universal service fund contributions. Provider shall provide Customer with documentation evidencing its compliance with telecom regulations upon request and shall notify Customer of any changes to its compliance status that may affect the Services provided under this Agreement. Customer shall have the right to audit Provider's compliance with telecom regulations at any time, provided that such audits shall be subject to reasonable notice and shall not interfere with Provider's operations. Provider shall cooperate with Customer in responding to any inquiries or investigations by regulatory authorities related to the Services provided under this Agreement, provided that Customer shall indemnify Provider against any claims arising from Customer's non-compliance with telecom regulations.**

**16. Exhibits The exhibits attached hereto are incorporated by reference and form part of this Agreement. Exhibit A sets forth the detailed scope of Services to be provided by Provider, including deliverables, timelines, and specifications. Exhibit B sets forth the fee schedule, including pricing models, payment terms, and any applicable discounts or incentives. Exhibit C sets forth the service level agreements, including metrics for availability, performance, and support response times. Exhibit D sets forth the data processing agreement, including terms governing the processing,**

storage, and transmission of Customer Data. Exhibit E sets forth the acceptable use policies, including prohibitions on illegal, unauthorized, or unethical activities. Exhibit F sets forth the emergency call disclaimers, including technical specifications and liability limitations. Exhibit G sets forth the data localization and export control requirements, including geographic boundaries and cross-border transfer protocols. Exhibit H sets forth the compliance obligations under U.S. telecom law, including documentation and audit rights. The parties may amend or supplement the exhibits by mutual written agreement, provided however that any such amendment or supplement shall be consistent with this Agreement and shall not limit Customer's rights hereunder.

**17. Remedies In the event of any breach of this Agreement by Provider, Customer shall be entitled to exercise any and all remedies available under law, including but not limited to termination of this Agreement, recovery of damages, and injunctive relief, provided however that Customer's remedies shall be subject to the limitations set forth in Section 9.3(c). Provider shall be entitled to cure any breach within thirty (30) days of notice from Customer, provided that such cure shall be subject to Customer's approval and shall not preclude Customer from exercising its remedies. Customer shall have the right to recover all costs incurred in connection with any breach, including reasonable attorneys' fees and expenses. Provider shall indemnify Customer against any claims arising from Provider's breach of its obligations under this Agreement, subject to Section 4.3(b). Customer shall have the right to seek specific performance of Provider's obligations under this Agreement, provided that such remedy shall not be precluded by any limitations of liability set forth herein. Provider shall cooperate with Customer in mitigating any damages resulting from its breach, including**

**providing Customer with access to relevant records and personnel.**

**18. Governing Law 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. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of [City, State] for the resolution of any disputes arising out of or in connection with this Agreement, provided however that either party may seek injunctive relief in any court of competent jurisdiction. The parties agree to waive any objection to the personal jurisdiction and venue of such courts, provided that such waiver shall not preclude either party from seeking a transfer of venue based on convenience or other factors. The parties shall comply with all applicable laws, regulations, and ordinances governing the performance of this Agreement, provided that Provider shall be responsible for obtaining any necessary licenses, permits, or approvals required for the provision of Services. Provider shall indemnify Customer against any claims arising from Provider's non-compliance with applicable laws, subject to Section 4.3(b). Customer shall have the right to audit Provider's compliance with applicable laws at any time, provided that such audits shall be subject to reasonable notice and shall not interfere with Provider's operations.**

**19. Notices and Communications All notices required under this Agreement shall be in writing and delivered by hand, certified mail, or electronic mail to the addresses specified in the preamble of this Agreement, provided however that notices shall be deemed received upon actual receipt by the recipient. The parties shall designate**

contact persons for all communications related to the performance of this Agreement, including project management, technical support, and billing inquiries. Provider shall provide Customer with a copy of its contact list upon request and shall notify Customer of any changes to its contact persons at least thirty (30) days prior to implementation. Notwithstanding anything to the contrary, Customer shall have the right to communicate with Provider's personnel directly on matters related to the performance of Services, provided that such communication shall not interfere with Provider's operations. Provider shall cooperate with Customer in facilitating effective communication between the parties, including providing access to relevant records and personnel. Customer shall indemnify Provider against any claims arising from Customer's breach of its communication obligations under this Agreement.

**20. Miscellaneous This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties may execute this Agreement electronically, provided that electronic signatures shall have the same legal effect as original signatures. This Agreement shall not be construed to create any partnership, joint venture, or agency relationship between the parties, provided however that Provider shall act as an independent contractor in the performance of Services. The headings and captions used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement. The parties agree to cooperate in good faith to implement the provisions of this Agreement, including providing access to relevant records and personnel. Provider shall indemnify Customer against any claims arising from Provider's breach of its obligations under this Agreement, subject to Section 4.3(b). Customer shall have the right**

**to audit Provider's compliance with this Agreement at any time, provided that such audits shall be subject to reasonable notice and shall not interfere with Provider's operations.**

## 21. Signature Blocks

Customer Signature: _____
Provider Signature: _____
Date: _____

## Exhibit Specific Signature Blocks

Customer Signature: _____
Provider Signature: _____
Date: _____

## Exhibit Specific Signature Blocks Continued

Customer Signature: _____
Provider Signature: _____
Date: _____