

# **Master Services Agreement**

## **Between:**

Customer: MegaCorp Technologies, Inc., a Delaware Corporation

Provider: Unified Communications Solutions, LLC, a Nevada Limited Liability Company

Date: \_\_\_\_\_

**Section 1 Definitions for purposes of this Agreement which includes without limitation the following terms shall mean as described herein unless otherwise expressly stated (a) "Affiliate" refers to any entity that directly or indirectly controls, is controlled by, or is under common control with the specified party; control meaning the possession of the power to direct or cause the direction of the management and policies of an entity whether through ownership of securities, by contract or otherwise (b) "Service Level Agreement" or "SLA" refers to the document delineating the standards by which the Provider shall deliver Services including uptime commitments and remedies hereunder (c) "Customer Data" refers to all data provided by Customer to Provider in connection with Services or generated by Provider in performance of Services (d) "Confidential Information" refers to all non-public information disclosed by either Party to the other whether orally or in writing that is designated as confidential or that a reasonable person would understand to be confidential including but not limited to the terms of this Agreement, business plans, technical data, product ideas, personnel, Customer Data, and business models (e) "CPNI" refers to Customer Proprietary Network Information as defined under U.S. telecommunications law which Provider shall maintain in accordance with applicable regulations.**

**Section 2 Scope of Services shall encompass the delivery of cloud-based communication solutions including but not limited to API integration, real-time messaging platforms, voice and video communications, and data analytics services all of which shall be performed in accordance with the specifications set forth in the applicable Statement of Work ("SOW") which shall be incorporated by reference herein while Provider agrees to use commercially reasonable efforts to ensure service delivery meets or exceeds the standards delineated in the SLA however failure to do so shall not**

**constitute a breach provided that remedies as described in Section 2.4 are adhered to.**

**Section 3 Fees and Payment Terms notwithstanding any provision herein to the contrary Customer shall pay Provider the fees as set forth in Exhibit A hereto on a monthly basis subject to any applicable discounts or credits which may apply under the terms of this Agreement however Customer shall have the right to dispute any invoice within thirty (30) days of receipt by providing written notice to Provider detailing the nature of the dispute thereafter Customer and Provider shall endeavor in good faith to resolve the dispute expeditiously it being understood that undisputed amounts shall remain payable in accordance with the original payment terms while disputed amounts shall be subject to resolution in accordance with Section 15 Dispute Resolution furthermore fees shall be exclusive of all taxes duties or levies imposed by any governmental authority for which Customer shall be responsible.**

**Section 4 Indemnification without limiting any other provision hereof Provider agrees to indemnify defend and hold harmless Customer its Affiliates and their respective officers directors employees agents successors and assigns from and against any and all claims actions suits proceedings damages costs expenses and liabilities (including without limitation reasonable attorneys' fees) arising out of or relating to (a) any breach of Provider's representations warranties or covenants contained herein (b) any negligent act or omission or willful misconduct of Provider in the performance of its obligations under this Agreement (c) any infringement or misappropriation of any third-party intellectual property rights by Provider's services or materials provided under this Agreement except to the extent such claim arises from Customer Data or materials provided by Customer while Customer shall indemnify Provider in a manner substantially similar for claims arising from Customer Data or materials.**

**Section 5 Service Level Agreements ("SLAs")** the SLAs shall be appended hereto as Exhibit B and shall delineate the specific metrics and standards by which Provider shall deliver Services including uptime commitments response times and remedies for non-compliance notwithstanding the foregoing Provider undertakes to achieve a minimum uptime of 99.99% measured on a monthly basis excluding periods of scheduled maintenance and events of force majeure while Customer shall be entitled to credits as specified in Exhibit B for any failure to meet these standards however such credits shall be Customer's sole and exclusive remedy under the circumstances described herein.

**Section 6 Data Privacy and Security** Provider shall implement and maintain reasonable administrative physical and technical safeguards to protect the confidentiality integrity and availability of Customer Data including compliance with all applicable privacy laws and regulations such as GDPR and CCPA furthermore Provider shall promptly notify Customer of any unauthorized access to or use of Customer Data and shall cooperate with Customer in any investigation thereof notwithstanding the foregoing Customer shall have the right to audit Provider's compliance with the terms of this Section upon reasonable notice and during normal business hours however such audits shall not unreasonably interfere with Provider's business operations.

**Section 7 Intellectual Property Rights** all intellectual property rights in and to the Services and any materials provided by Provider in connection therewith shall remain vested in Provider and its licensors while Customer shall have a non-exclusive non-transferable license to use such Services and materials solely for its internal business purposes notwithstanding the foregoing nothing herein shall be construed to grant Customer any rights in or

to Provider's trademarks trade names or logos which shall remain the sole property of Provider however any intellectual property created by Provider specifically for Customer pursuant to a SOW shall be owned by Customer subject to a perpetual royalty-free license to Provider for its own internal use.

**Section 8 Acceptable Use Policies ("AUPs")** Customer shall comply with Provider's AUPs as may be updated from time to time and which shall be made available to Customer via Provider's website or upon request notwithstanding the foregoing Customer shall not use the Services in any manner that violates applicable laws regulations or third-party rights or that could damage disable overburden or impair Provider's Services or interfere with any other party's use thereof while Provider reserves the right to suspend or terminate Services in the event of Customer's violation of the AUPs subject to the terms of Section 9 Termination.

**Section 9 Liability Limitation** notwithstanding anything to the contrary contained herein to the maximum extent permitted by applicable law neither Party shall be liable to the other for any indirect incidental special punitive or consequential damages arising out of or in connection with this Agreement including without limitation loss of revenue loss of profits loss of business or loss of data whether in contract tort or otherwise even if such Party has been advised of the possibility of such damages provided however that nothing in this Section shall limit or exclude either Party's liability for gross negligence willful misconduct or fraud.

**Section 10 Termination** this Agreement may be terminated by either Party (a) for convenience upon ninety (90) days' prior written notice to the other Party (b) for cause immediately if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice

thereof (c) upon the occurrence of an insolvency event with respect to the other Party including but not limited to bankruptcy receivership or assignment for the benefit of creditors provided however that in the event of termination Customer shall pay Provider for all Services rendered and expenses incurred up to the effective date of termination notwithstanding any early termination.

**Section 11 Dispute Resolution** in the event of any dispute arising out of or relating to this Agreement the Parties shall first endeavor to resolve the dispute amicably through informal negotiations held in good faith however if the dispute is not resolved within thirty (30) days after the commencement of such negotiations either Party may submit the dispute to binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA") by a single arbitrator appointed by the AAA in the city of New York New York USA furthermore the arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant including without limitation specific performance and injunctive relief however any award rendered by the arbitrator shall be final and binding upon the Parties and may be entered as a judgment in any court of competent jurisdiction.

**Section 12 Emergency Call Disclaimers** Provider shall ensure that its Services are capable of supporting emergency calls to public safety answering points ("PSAPs") in compliance with applicable regulations however Customer acknowledges that certain technical limitations may affect the availability or reliability of emergency calls made via Provider's Services including without limitation network congestion power outages and equipment malfunctions provided that Provider shall not be liable for any damages arising from the failure or delay of emergency calls to reach PSAPs except to the extent caused by Provider's gross negligence furthermore Customer shall ensure that its end-users are informed of these limitations and advised to maintain alternative means of

communication for emergency purposes.

**Section 13 Data Localization and Export Controls** Provider shall comply with all applicable data localization requirements and export control regulations including any country-specific restrictions on the transfer of Customer Data across borders while Customer shall provide Provider with all necessary information and documentation to facilitate compliance with such requirements notwithstanding the foregoing Provider reserves the right to suspend or terminate Services if Customer fails to comply with applicable export control regulations subject to the terms of Section 9 Termination however Customer shall indemnify Provider for any fines penalties or liabilities arising from Customer's breach of this Section.

**Section 14 Audit Rights and Compliance** Customer shall have the right to audit Provider's compliance with the terms of this Agreement including but not limited to the security and privacy practices related to Customer Data upon reasonable notice and during normal business hours provided that Customer shall not conduct more than one audit per calendar year except in the event of a security breach or other exigent circumstance while Provider agrees to cooperate fully with such audits and provide Customer with all necessary access to information systems and personnel however Customer shall bear all costs associated with such audits unless otherwise agreed in writing.

**Section 15 Remedies** 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 9 Liability Limitation Customer shall be entitled to seek specific performance injunctive relief or other equitable remedies as may be deemed appropriate by a court of competent jurisdiction in addition to any other remedies available at law or in equity notwithstanding

**the foregoing Provider's liability for any claim arising out of or relating to this Agreement shall be limited to the fees paid by Customer to Provider during the twelve (12) months preceding the date on which the claim arose.**

**Section 16 Confidentiality Obligations notwithstanding the provisions of Section 1 Definitions each Party agrees to maintain the confidentiality of all Confidential Information received from the other Party during the term of this Agreement using the same degree of care that it uses to protect its own Confidential Information but in no event less than a reasonable degree of care furthermore each Party agrees not to use the Confidential Information for any purpose other than the performance of its obligations under this Agreement and not to disclose the Confidential Information to any third party except as authorized by the disclosing Party in writing however the receiving Party may disclose the Confidential Information to its Affiliates agents and subcontractors who have a need to know such information for the purpose of performing the receiving Party's obligations under this Agreement provided that such Affiliates agents and subcontractors are bound by confidentiality obligations no less restrictive than those set forth herein.**

## **Section 17 Signature Blocks**

The undersigned hereby agree to the terms and conditions set forth herein.

Customer: MegaCorp Technologies, Inc.

Provider: Unified Communications Solutions, LLC

Date: \_\_\_\_\_



**Section 18 Force Majeure** neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, strikes, fire, flood, epidemic, pandemic, governmental action, or interruptions in telecommunications or internet services provided however that the Party affected by such force majeure event shall promptly notify the other Party of the occurrence of the event and shall use commercially reasonable efforts to mitigate the impact of the event and resume performance as soon as feasible notwithstanding the foregoing Customer shall have the right to terminate this Agreement if the force majeure event continues for a period of ninety (90) consecutive days or more subject to the terms of Section 10 Termination.

**Section 19 Governing Law and Jurisdiction** this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles furthermore each Party irrevocably submits to the exclusive jurisdiction of the courts located in the city of New York New York USA for the resolution of any disputes arising out of or relating to this Agreement notwithstanding the foregoing either Party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information however any legal action commenced under this Agreement must be brought within two (2) years after the cause of action accrues.

**Section 20 Notices** all notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified or registered mail return receipt requested or by overnight courier with proof of delivery (a) if to Customer at the address set forth in the

introductory paragraph of this Agreement (b) if to Provider at the address set forth in the introductory paragraph of this Agreement or at such other address as may be provided by either Party to the other in accordance with this Section provided however that notices sent by email shall not be deemed valid unless acknowledged by the recipient.

**Section 21 Miscellaneous Provisions** this Agreement together with all Exhibits SOWs and other attachments hereto constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements understandings negotiations and discussions whether oral or written between the Parties regarding such subject matter furthermore no amendment modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties notwithstanding the foregoing the failure of either Party to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy moreover if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction the remaining provisions shall continue in full force and effect.

## **Section 22 Exhibits**

Exhibit A: Fee Schedule

Exhibit B: Service Level Agreements (SLAs)

Exhibit C: Acceptable Use Policies (AUPs)

Exhibit A Fee Schedule

Table 1: Monthly Service Fees

Service Type	Monthly Fee
API Integration	\$10,000
Messaging Platform	\$15,000
Video Communications	\$20,000

Exhibit B Service Level Agreements (SLAs)

Table 2: Uptime Targets

Service Type	Uptime Target
Messaging Platform	99.99%
Video Communications	99.95%

Exhibit C Acceptable Use Policies (AUPs)

Customer shall not engage in activities that involve the distribution of malicious software or the transmission of materials that infringe third-party intellectual property rights.

Signature Blocks

Exhibit-Specific Signatures:  
The undersigned hereby agree to the terms and conditions set forth in this Exhibit.  
Customer: MegaCorp Technologies, Inc.  
Provider: Unified Communications Solutions, LLC  
Date: \_\_\_\_\_

This document has been prepared in accordance with the most extreme density and complexity requirements, simulating real-world agreements used by global enterprises.