

# **Master Services Agreement**

## **Between**

[Customer Name]

## **And**

[Provider Name]

**Effective Date:** \_\_\_\_\_

## **Definitions**

**1.1 "Agreement" shall refer to this Master Services Agreement, including all exhibits, appendices, schedules, and amendments hereto, notwithstanding any prior agreements or understandings between the Parties which are hereby superseded; "Customer" shall denote [Customer Name], a corporation organized under the laws of the State of \_\_\_\_\_, and "Provider" shall mean [Provider Name], a CPaaS vendor duly incorporated under the jurisdiction of \_\_\_\_\_ unless otherwise stated herein. 1.2 "Services" means the telecommunications and IT solutions provided herein, including but not limited to cloud-based communications infrastructure, subject to applicable Service Level Agreements ("SLAs") and "CPNI" regulations as delineated under U.S. telecom law, further described in subsequent sections and exhibits appended hereto. 1.3 "Effective Date" is the date upon which this Agreement comes into full force and effect, as may be indicated in Section 17 or as agreed upon through written amendment, provided however that any Services commenced prior to such date shall be governed by the terms herein, notwithstanding any conflicting terms in ancillary agreements or purchase orders. 1.4 "Confidential Information" encompasses all data, materials, and information, whether tangible or intangible, disclosed in connection with the Services, including but not limited to Customer Data which for purposes hereof shall include Personally Identifiable Information ("PII")—defined as any data that could reasonably be used to identify a natural person, financial account information, and health information as described in Section 19.4(c)(viii), subject to restrictions set forth herein and applicable law; and "Provider Data" shall be construed similarly, as context requires. 1.5 "Force Majeure" events, as further defined in Section 23, include but are not limited to acts of God, war, terrorism,**

**civil unrest, and other unforeseen circumstances that prevent performance of obligations herein, provided that such inability to perform is not due to Provider's negligence or willful misconduct.**

## **Scope of Services**

**2.1 The Provider shall deliver the Services in accordance with the terms set forth in this Agreement, including any exhibits, appendices, and amendments appended hereto, subject to compliance with applicable laws, including telecommunications regulations and export controls specific to the jurisdiction of performance, which may be amended from time to time through written notice, provided however that any such amendments shall not materially alter the fundamental nature of the Services unless expressly agreed by the Parties, notwithstanding the foregoing but subject to Customer's audit rights as delineated in Section 12.2(a).**

**2.2 Services shall include uptime commitments detailed in Exhibit A, attached hereto, which shall outline specific performance metrics and remedies in case of failure to meet such metrics, as further described in Section 14.3(b)(ii), provided that Provider shall implement measures to ensure compliance with SLAs, including redundancy protocols and disaster recovery plans as outlined in Section 18. 2.3 Notwithstanding the scope limitations described herein, Provider shall ensure the integration of Services with Customer's existing infrastructure, subject to technical specifications and interoperability requirements listed in Exhibit B, which may be updated periodically to reflect changes in technology standards or regulatory requirements, such updates to be communicated in writing, and provided that such changes do not degrade Service quality or availability, unless otherwise stated in Section 5.4(d). 2.4 The foregoing notwithstanding, Provider shall retain responsibility for any third-party subcontractors engaged in the provision of Services, ensuring compliance with the terms of this Agreement, and indemnifying Customer against any claims arising from subcontractor actions or omissions, subject to**

limitations set forth in Section 16.5(c)(vii).

## **Fees and Payment Terms**

**3.1 Customer shall pay Provider fees for Services rendered in accordance with the fee schedule set forth in Exhibit C, which shall detail pricing structures, payment terms, and applicable taxes, provided that fees shall be subject to adjustment based on volume tiers or service modifications agreed upon in writing, with any fee disputes to be resolved pursuant to the dispute resolution procedures outlined in Section 25, notwithstanding the right of Customer to withhold payment in the event of Provider's material breach of this Agreement. 3.2 Payment shall be due within thirty (30) days of receipt of invoice, unless otherwise specified in Exhibit C, provided that late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, and Provider reserves the right to suspend Services in the event of non-payment, subject to notice requirements set forth in Section 5.3(b)(iv). 3.3 Provider shall invoice Customer monthly, detailing all services rendered, fees incurred, and applicable taxes, with invoices to be submitted electronically to the billing contact specified by Customer, notwithstanding any discrepancies which shall be resolved pursuant to the procedures in Section 25.2, provided that Customer shall notify Provider of any disputed charges within ten (10) days of receipt of invoice, and parties shall work in good faith to resolve such disputes promptly. 3.4 Fees shall be exclusive of all taxes, levies, and duties imposed by governmental authorities, except as otherwise specified in Exhibit C, with Customer responsible for payment of any such taxes, provided that Provider shall cooperate with Customer to minimize tax liability, including providing necessary documentation or certifications, subject to Section 6.2(d). 3.5 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 17.3, Provider shall refund any overpayments identified in**

**accordance with the reconciliation process described in Exhibit D, provided that Customer complies with the notification and documentation requirements set forth therein.**

## **Indemnity**

**4.1 Provider shall indemnify and hold harmless Customer, its affiliates, officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs, including reasonable attorneys' fees, arising out of or in connection with Provider's breach of this Agreement, negligence, or willful misconduct, provided however that such indemnity shall not apply to any claims arising from Customer's breach of this Agreement or negligence, notwithstanding the limitations set forth in Section 16.5(c)(vii). 4.2 Customer shall indemnify and hold harmless Provider from and against any and all claims, losses, liabilities, damages, expenses, and costs, including reasonable attorneys' fees, arising out of or in connection with Customer's breach of this Agreement, provided however that such indemnity shall be subject to limitations set forth in Section 16.5(c) and the Parties' respective responsibilities as outlined herein. 4.3 In the event of a third-party claim subject to indemnification under this Section, the indemnified party shall notify the indemnifying party promptly, and the indemnifying party shall assume defense of such claim at its own expense, with any settlement requiring indemnified party's prior written consent, provided that indemnified party may participate in the defense at its own expense, subject to Section 12.3. 4.4 The obligations under this Section shall survive termination of this Agreement, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.**

## **Service Level Agreements (SLAs)**

**5.1 Provider agrees to comply with the SLAs set forth in Exhibit A, including uptime commitments, performance metrics, and remedies for failure to meet such commitments, provided however that Provider shall not be liable for performance deficiencies arising from Customer's actions, omissions, or infrastructure failures, provided that Provider shall notify Customer promptly of any such issues impacting Service performance, notwithstanding the right of Customer to conduct audits as described in Section 12.2(a). 5.2 Remedies for SLA breaches shall be limited to those explicitly stated in Exhibit A, which may include service credits or termination rights, provided however that any such remedies shall be exclusive and in lieu of any other remedies Customer may have under law or equity, notwithstanding the limitations set forth in Section 17.3. 5.3 Provider shall implement monitoring and reporting procedures to ensure compliance with SLAs, with reports to be provided to Customer monthly or as otherwise specified in Exhibit A, provided that Customer retains the right to audit Provider's compliance with SLAs pursuant to Section 12.2(a), and Provider shall cooperate fully with any such audits. 5.4 In the event of force majeure, as defined in Section 23, Provider's obligations under the SLAs shall be suspended for the duration of the event, provided however that Provider shall use commercially reasonable efforts to mitigate the impact of such events on Service performance, notwithstanding the limitations set forth in Section 17.3. 5.5 Provider's obligations under this Section shall survive termination of this Agreement to the extent necessary to provide remedies for SLA breaches occurring prior to termination, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.**

## **Data Privacy and Security**

**6.1 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 U.S. telecom CPNI requirements, provided however that Provider shall implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized access, disclosure, alteration, or destruction, notwithstanding the limitations set forth in Section 17.3. 6.2 Provider shall notify Customer promptly in the event of a data breach affecting Customer Data, provided however that such notification shall not be construed as an admission of liability, and Provider shall cooperate fully with Customer in investigating and mitigating the impact of such breach, including providing any necessary documentation or certifications, subject to Section 12.3. 6.3 Provider shall ensure that all personnel with access to Customer Data are trained in data privacy and security practices, with such training to be conducted annually or as otherwise specified by Customer, provided that Provider shall retain records of such training and provide them to Customer upon request, notwithstanding the right of Customer to audit Provider's compliance with data privacy and security obligations pursuant to Section 12.2(a). 6.4 Provider shall implement data localization and export controls as necessary to comply with applicable laws, including country-specific requirements detailed in Exhibit E, provided however that such controls shall not materially alter the fundamental nature of the Services unless expressly agreed by the Parties, notwithstanding the limitations set forth in Section 17.3.**

## **Intellectual Property**

**7.1 Each Party shall retain ownership of its pre-existing Intellectual Property ("IP"), including but not limited to patents, trademarks,**

copyrights, and trade secrets, provided however that Provider grants Customer a non-exclusive, royalty-free license to use Provider IP solely for the purposes of receiving the Services during the term of this Agreement, notwithstanding the limitations set forth in Section 17.3. 7.2 Provider shall indemnify Customer against any claims alleging infringement of third-party IP rights arising out of Customer's use of the Services, provided however that such indemnity shall not apply to any claims arising from Customer's modification, combination, or use of the Services in a manner not contemplated by this Agreement, notwithstanding the limitations set forth in Section 16.5(c). 7.3 Customer shall indemnify Provider against any claims alleging infringement of third-party IP rights arising out of Provider's use of Customer IP, provided however that such indemnity shall be subject to limitations set forth in Section 16.5(c) and the Parties' respective responsibilities as outlined herein. 7.4 The obligations under this Section shall survive termination of this Agreement, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.

### **Acceptable Use Policies (AUPs)**

8.1 Customer agrees to comply with Provider's AUPs set forth in Exhibit F, including restrictions on use of the Services for illegal, harmful, or unethical activities, provided however that Provider reserves the right to suspend or terminate Services in the event of Customer's non-compliance with AUPs, notwithstanding the limitations set forth in Section 17.3. 8.2 Provider shall notify Customer promptly of any violations of AUPs by Customer, provided however that such notification shall not be construed as an admission of liability, and Provider shall cooperate fully with Customer in investigating and mitigating the impact of such violations, including providing any necessary documentation or certifications, subject to Section 12.3. 8.3 Customer acknowledges that Provider may monitor use of the Services to ensure compliance



with AUPs, provided however that any such monitoring shall be conducted in accordance with applicable privacy laws, notwithstanding the limitations set forth in Section 17.3. 8.4 Provider's obligations under this Section shall survive termination of this Agreement to the extent necessary to provide remedies for AUP violations occurring prior to termination, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.

## **Liability Limitations**

**9.1 Except as expressly provided herein, neither Party shall be liable for indirect, incidental, consequential, punitive, or exemplary damages, including but not limited to loss of profits, revenue, or business opportunity, arising out of or in connection with this Agreement, notwithstanding the limitations set forth in Section 17.3, and provided that such limitations shall apply to all claims, whether in contract, tort, or otherwise, unless otherwise specified in this Agreement. 9.2 Provider's total liability under this Agreement shall be limited to the amount of fees paid by Customer to Provider in the twelve (12) months preceding the event giving rise to the claim, provided however that such limitation shall not apply to claims arising from Provider's gross negligence, willful misconduct, or indemnification obligations under Section 4.1, notwithstanding the limitations set forth in Section 16.5(c). 9.3 Customer's total liability under this Agreement shall be limited to the amount of fees paid by Customer to Provider in the twelve (12) months preceding the event giving rise to the claim, provided however that such limitation shall not apply to claims arising from Customer's gross negligence, willful misconduct, or indemnification obligations under Section 4.2, notwithstanding the limitations set forth in Section 16.5(c). 9.4 The limitations of liability set forth in this Section shall survive termination of this Agreement, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.**

## **Termination**

**10.1 This Agreement may be terminated by either Party for convenience upon sixty (60) days' prior written notice, provided however that such termination shall not relieve either Party of its obligations incurred prior to the effective date of termination, notwithstanding the limitations set forth in Section 17.3. 10.2 Either Party may terminate this Agreement for cause in the event of the other Party's material breach, provided that the breaching Party fails to cure such breach within thirty (30) days of receipt of written notice specifying the breach, notwithstanding the limitations set forth in Section 17.3. 10.3 Upon termination of this Agreement, Provider shall cease provision of Services, and Customer shall pay all outstanding fees and expenses incurred prior to termination, provided however that any prepaid fees shall be refunded to Customer, subject to the reconciliation process described in Exhibit D, notwithstanding the limitations set forth in Section 17.3. 10.4 The obligations under this Section shall survive termination of this Agreement, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.**

## **Dispute Resolution**

**11.1 Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration conducted 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 prevent irreparable harm, notwithstanding the limitations set forth in Section 17.3. 11.2 The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the Parties, with the arbitrator's decision to be final and binding, provided however that the costs of arbitration shall be borne equally by the Parties, notwithstanding the limitations set forth in Section 17.3. 11.3 The obligations under this Section shall survive termination of this Agreement, provided however that any claims arising after termination shall be subject to the statute of**

**limitations applicable under the governing law specified in Section 27.2.**

### **Compliance with U.S. Telecom Law**

**12.1 Provider shall comply with all applicable U.S. telecom laws, including but not limited to the Communications Act of 1934, the Telecommunications Act of 1996, and the FCC's CPNI regulations, provided however that Provider shall implement and maintain appropriate technical and organizational measures to ensure compliance, notwithstanding the limitations set forth in Section 17.3.**

**12.2 Customer retains the right to audit Provider's compliance with telecom laws, provided however that any such audits shall be conducted in accordance with reasonable procedures agreed upon by the Parties, notwithstanding the limitations set forth in Section 17.3.**

**12.3 Provider shall notify Customer promptly of any non-compliance with telecom laws, provided however that such notification shall not be construed as an admission of liability, and Provider shall cooperate fully with Customer in investigating and mitigating the impact of such non-compliance, including providing any necessary documentation or certifications, subject to Section 12.3.**

### **Emergency Call Disclaimers**

**13.1 Provider shall comply with all applicable emergency call regulations, including but not limited to Enhanced 911 ("E911") requirements, provided however that Customer acknowledges the limitations of emergency call services when using Provider's CPaaS platform, notwithstanding the limitations set forth in Section 17.3.**

**13.2 Provider shall implement technical measures to ensure compliance with emergency call regulations, including location tracking and call routing protocols, provided however that Customer acknowledges that such measures may not be available in all**

geographic regions, notwithstanding the limitations set forth in Section 17.3. 13.3 Provider's obligations under this Section shall survive termination of this Agreement to the extent necessary to provide emergency call services, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.

## **Data Localization and Export Controls**

14.1 Provider shall implement data localization and export controls as necessary to comply with applicable laws, including country-specific requirements detailed in Exhibit E, provided however that such controls shall not materially alter the fundamental nature of the Services unless expressly agreed by the Parties, notwithstanding the limitations set forth in Section 17.3.

14.2 Customer acknowledges that data export controls may impact Service availability in certain jurisdictions, provided however that Provider shall use commercially reasonable efforts to mitigate such impacts, notwithstanding the limitations set forth in Section 17.3.

14.3 Provider's obligations under this Section shall survive termination of this Agreement to the extent necessary to comply with data localization and export controls, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.

## **Miscellaneous**

15.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, provided however that any amendments must be in writing and signed by both Parties, notwithstanding the limitations set forth in Section 17.3. 15.2 The obligations under this

**Section shall survive termination of this Agreement, provided however that any claims arising after termination shall be subject to the statute of limitations applicable under the governing law specified in Section 27.2.**

## **Signature Blocks**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Provider: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit A – Service Level Agreements**

Customer acknowledges the importance of uptime commitments, subject to the performance metrics and remedies detailed herein, notwithstanding any prior discussions or agreements.

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## **Exhibit B – Technical Specifications**

Provider agrees to adhere to the interoperability requirements, as outlined in this Exhibit, subject to periodic updates communicated in writing, notwithstanding any conflicting terms in ancillary agreements.

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## **Exhibit C – Fee Schedule**

Customer shall pay Provider fees as detailed herein, subject to adjustment based on the criteria specified in this Exhibit, notwithstanding any prior agreements or understandings.

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## **Exhibit D – Reconciliation Process**

Provider shall refund any overpayments identified in accordance with this Exhibit, subject to the procedures described herein, notwithstanding any conflicting terms in ancillary agreements.

[Content continues here with dense tables, clauses, and further embedded signature blocks...]

## **Exhibit E – Data Localization Requirements**

Provider shall implement data localization controls as necessary to comply with the requirements detailed herein, subject to amendments agreed upon by the Parties, notwithstanding any conflicting terms in ancillary agreements.

[Content continues here with dense tables, clauses, and further embedded signature blocks...]

## **Exhibit F – Acceptable Use Policies**

Customer agrees to comply with the AUPs as detailed herein, subject to the restrictions specified in this Exhibit, notwithstanding any prior agreements or understandings.

[Content continues here with dense tables, clauses, and further embedded signature blocks...]