Master Services Agreement

Agreement Title: Master Services Agreement

Parties: [Customer Name] and [Provider Name]

Effective Date: _____

Section 1: Definitions and Interpretations

1.1 In this Agreement, unless the context otherwise requires (i) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity; (ii) "Applicable Law" means all laws, statutes, regulations, ordinances, rules, orders, and directives applicable to the performance of the Services; (iii) "Confidential Information" means all information that is disclosed by one Party to the other Party and is marked as confidential or is otherwise reasonably understood to be confidential, including but not limited to trade secrets, customer lists, technical specifications, and business plans; provided however that, Confidential Information shall not include information that is (A) already in the public domain without breach of this Agreement; (B) known to the receiving Party prior to receipt from the disclosing Party; (C) independently developed by the receiving Party without reference to the Confidential Information; or (D) disclosed pursuant to a valid court order or government mandate, provided the receiving Party promptly notifies the disclosing Party and takes reasonable steps to limit such disclosure; notwithstanding the foregoing but subject to Section 5.3, all information regarding the Customer's network infrastructure shall be deemed Confidential Information.

1.2 The term "Services" refers to the communication platform services provided by Provider, including but not limited to (i) messaging services, (ii) voice call services, (iii) video conferencing services, and (iv) any ancillary services necessary for the performance of the foregoing, which may be amended from time to

time in accordance with Section 14.2 herein; the scope of Services includes technical support and maintenance as further detailed in Exhibit D, provided that the Services shall comply with all applicable telecommunications regulations as per the Federal Communications Commission (FCC) guidelines, which are subject to updates and amendments that the Provider agrees to adhere to promptly.

Section 2: Scope of Services

The Provider shall deliver to the Customer the Services delineated in Exhibit A, which includes, without limitation, the following: the setup, configuration, and optimization of communication systems, ensuring high availability and scalability; provided however that, the Provider shall (i) integrate the Services with the Customer's existing systems and platforms thereby enabling seamless interoperability with minimal disruption to existing workflows, (ii) ensure compliance with all applicable privacy and data protection regulations, including but not limited to the General Data Protection Regulation (GDPR) where applicable, and (iii) provide training to the Customer's personnel as outlined in Exhibit B subject to completion of the training modules within the stipulated timeframe; notwithstanding the foregoing, the Provider shall be responsible for the timely resolution of any issues arising from the integration process, including but not limited to technical glitches, system downtimes, and data migration errors as per the Service Level Agreements (SLAs) defined in Section 7.

Section 3: Fees and Payment Terms

3.1 The Customer shall pay the Provider fees as set forth in the fee schedule attached hereto as Exhibit C; the fees shall be calculated based on (i) the volume of Services used by the Customer each billing cycle, (ii) any additional services requested by the Customer beyond the standard scope, and (iii) any penalties incurred due to breaches of the SLAs as detailed in Section 7.2. The Provider shall issue invoices on a monthly basis, and the Customer shall remit payment within thirty (30) days of receipt of each invoice; provided that late payments shall incur an interest fee of 1.5% per month or the maximum rate permitted by law, whichever is lower; notwithstanding the foregoing, the Provider shall have the right to suspend Services upon failure to receive payment within sixty (60)

days past due, subject to providing the Customer with written notice at least fifteen (15) days prior to suspension.

3.2 The Customer shall be responsible for all taxes applicable to the Services, excluding taxes based on the Provider's income; all amounts payable by the Customer to the Provider are exclusive of applicable sales, use, value-added, and other similar taxes; the Customer shall provide the Provider with a valid tax exemption certificate if applicable, failing which the Provider shall add the requisite taxes to the invoices; provided that the Customer shall indemnify the Provider against any liability arising from the non-payment of taxes attributable to the Customer's failure to provide such tax exemption documentation.

Section 4: Service Level Agreements (SLAs)

The Provider shall ensure that the Services meet or exceed the performance metrics outlined in this section and Exhibit D, whereby the Provider commits to maintaining an uptime of 99.9% per calendar month, excluding scheduled maintenance windows as communicated to the Customer at least seven (7) days in advance; provided however that, the Provider shall notify the Customer within thirty (30) minutes of any unscheduled downtime and shall provide regular updates on the status of the resolution efforts; notwithstanding the foregoing, the Provider shall credit the Customer's account for any downtime exceeding the SLA commitment at a rate of 10% of the monthly service fee for each hour of downtime beyond the SLA threshold, subject to the terms and conditions set forth in the SLA escalation policy.

Section 5: Data Privacy and Protection

5.1 The Provider shall implement reasonable and appropriate measures to protect Customer Data, including personal identifiable information (PII), from unauthorized access, use, or disclosure, which for purposes hereof includes encryption, access controls, and regular audits as outlined in Exhibit E; provided however that, the Provider shall notify the Customer within twenty-four (24) hours of any data breach involving Customer Data, and shall cooperate

with the Customer in investigating and mitigating the breach, including providing all relevant logs, records, and reports as per Section 5.3; notwithstanding the foregoing, the Provider shall be liable for any damages arising from the breach to the extent caused by the Provider's negligence or wilful misconduct.

5.2 The Provider shall comply with all applicable data protection laws, including but not limited to the California Consumer Privacy Act (CCPA) and the GDPR, and shall assist the Customer in responding to any data subject access requests or regulatory inquiries as reasonably requested by the Customer; provided that the Provider shall maintain records of processing activities involving Customer Data and shall make such records available to the Customer upon request, subject to the confidentiality obligations set forth in Section 1.3.

Section 6: Intellectual Property Rights

The Provider acknowledges that all intellectual property rights in the Customer Data belong to the Customer, and the Provider shall not acquire any rights therein except as expressly set forth in this Agreement; provided however that, any modifications, enhancements, or derivative works created by the Provider in connection with the Services shall be owned by the Provider, subject to a perpetual, non-exclusive, royalty-free license granted to the Customer to use such intellectual property in connection with the Services; notwithstanding the foregoing, the Provider shall indemnify the Customer against any claims of infringement arising from the use of the Services, provided that the Customer promptly notifies the Provider of any such claims and cooperates with the Provider in the defense thereof.

Section 7: Acceptable Use Policy (AUP)

The Customer agrees to use the Services in accordance with the Acceptable Use Policy (AUP) attached hereto as Exhibit F, which prohibits the use of the Services for any illegal, fraudulent, or harmful activities, including but not limited to spamming, phishing, and the dissemination of malware; provided however that, the Provider shall have the right to suspend or terminate the Services without notice if the Customer is found to be in breach of the AUP, subject to the Customer's right to cure such breach within ten (10) days of receiving notice thereof; notwithstanding the foregoing, the Provider shall assist the Customer in implementing corrective measures to prevent future breaches, subject to additional fees as outlined in Exhibit G.

Section 8: Limitation of Liability

8.1 Except for liability arising from gross negligence, willful misconduct, or breach of confidentiality obligations, neither Party shall be liable for any indirect, consequential, or punitive damages arising from the performance or non-performance of this Agreement, including but not limited to loss of profits, loss of revenue, or loss of data; provided however that, the total liability of either Party for any claims arising under this Agreement shall not exceed the total fees paid by the Customer to the Provider in the twelve (12) months preceding the event giving rise to the claim; notwithstanding the foregoing, the limitations set forth in this section shall not apply to indemnification obligations under Section 6.3 or breach of data protection obligations under Section 5.

Section 9: Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years, subject to automatic renewal for successive one-year terms unless either

Party provides written notice of termination at least sixty (60) days prior to the expiration of the then-current term; provided however that, either Party may terminate this Agreement for cause upon thirty (30) days' notice if the other Party is in material breach of its obligations and fails to cure such breach within the notice period; notwithstanding the foregoing, the Customer shall have the right to terminate this Agreement immediately upon written notice if the Provider commits a material breach of the AUP or fails to comply with the SLAs set forth in Section 4.

Section 10: Dispute Resolution

10.1 In the event of any dispute arising under this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiations, which shall commence within ten (10) days of either Party providing written notice of the dispute; provided however that, if the Parties are unable to resolve the dispute within thirty (30) days of commencement of negotiations, the dispute shall be referred to binding arbitration in accordance with the rules of the American Arbitration Association (AAA), which shall take place in New York, NY; notwithstanding the foregoing, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm pending the resolution of the dispute through arbitration.

Section 11: Miscellaneous Provisions

11.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral; provided however that, this Agreement may be amended only by written agreement signed by both Parties; notwithstanding the foregoing, the Provider may update the terms of the AUP and SLA from time to time, provided that the Customer is notified in writing at least thirty (30) days prior to the effective date of such updates.

11.2 The waiver by either Party of any breach or default under this Agreement shall not constitute a waiver of any other breach or default; provided however that, any delay or failure by either Party to enforce its rights under this Agreement shall not constitute a waiver thereof.

11.3 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles; notwithstanding the foregoing, the Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in New York, NY for any legal proceedings arising from this Agreement.

Section 12: Emergency Call Disclaimers

The Provider shall ensure that the Services comply with all emergency call regulations, including but not limited to the provision of Enhanced 911 (E911) services, whereby the Provider shall transmit the Customer's location information to emergency responders as required by Applicable Law; provided however that, the Customer acknowledges that the accuracy of location information may be affected by various factors beyond the Provider's control, including but not limited to network congestion, equipment malfunctions, and third-party services; notwithstanding the foregoing, the Provider shall not be liable for any damages arising from the failure or delay in transmitting accurate location information, except to the extent caused by the Provider's gross negligence or willful misconduct.

Section 13: Compliance with Telecommunications Law

The Provider shall ensure that the Services comply with all applicable telecommunications laws and regulations, including but not limited to the Communications Assistance for Law Enforcement Act (CALEA) and the Telephone Consumer Protection Act (TCPA), which may involve the implementation of lawful intercept capabilities and the management of customer consents for communications; provided however that, the Customer shall be responsible for obtaining and maintaining all necessary consents from its end users prior to utilizing the Services, and the Provider shall have the right to suspend or terminate the Services if the Customer is found to be in violation of the TCPA requirements; notwithstanding the foregoing, the Provider shall assist the Customer in implementing compliance measures to ensure adherence to all applicable laws, subject to additional fees as outlined in Exhibit H.

Section 14: Data Localization and Export Controls

14.1 The Provider shall comply with all applicable data localization requirements, including but not limited to the storage and processing of Customer Data within the United States, except as expressly permitted by the Customer; provided however that, the Provider shall notify the Customer of any data transfers outside the United States and shall ensure that such transfers comply with all

applicable export control laws and regulations; notwithstanding the foregoing, the Provider shall indemnify the Customer against any fines or penalties arising from the Provider's failure to comply with such requirements, subject to the limitations set forth in Section 8.

Section 15: Audit Rights

The Customer shall have the right to audit the Provider's compliance with this Agreement, including but not limited to the Provider's adherence to the SLA, AUP, and data protection obligations, upon providing the Provider with at least thirty (30) days' notice; provided however that, the Customer shall conduct such audits during normal business hours and in a manner that minimizes disruption to the Provider's operations; notwithstanding the foregoing, the Provider shall cooperate with the Customer in providing access to all relevant records, systems, and personnel, subject to the confidentiality obligations set forth in Section 1.

Section 16: Signature Blocks

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement as of the Effective Date first above written.

CUSTOMER: _____

Signature: _____

Name: _____

Title: _____

Date: _____

PROVIDER: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Section 17: 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 8, the Provider shall either (i) re-perform the Services at no additional charge to the Customer, or (ii) refund the portion of fees paid by the Customer for the non-conforming Services upon the Customer's written request; provided however that, the Customer must notify the Provider of the non-conformance within thirty (30) days of performance to be eligible for such remedies; notwithstanding the foregoing, the Provider shall not be liable for any non-conformance caused by the Customer's misuse of the Services or failure to comply with the instructions provided by the Provider.

This document is a simulation of an ultra-dense legal agreement with maximum complexity and structural chaos designed to challenge even the most advanced NLP models and legal professionals.