

MASTER SERVICES AGREEMENT This Master Services Agreement ("Agreement") is entered into as of January 8, 2024 (the "Effective Date") by and between: (A) [Customer Name], a Delaware corporation with its principal place of business at [Customer Address] ("Customer"), and (B) [Provider Name], a [State/Country of Incorporation] corporation with its principal place of business at [Provider Address] ("Provider"). WHEREAS, Customer desires to procure certain communications platform-as-a-service (CPaaS) products and related services from Provider, and Provider is willing to supply same, all as more fully set forth herein.



1. Definitions. 1.1 "Affiliate" means, with respect to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such party, where "Control" means the possession, directly or indirectly, 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. 1.2 "Confidential Information" means all information, whether written, oral, or in any other form, disclosed by or on behalf of either party to the other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, business plans, technical data, know-how, pricing, and any information relating to either party's customers, suppliers, or personnel. 1.3 "Services" means the CPaaS products and related services set forth in any Order Form, Statement of Work ("SOW"), or other ordering document executed pursuant to this Agreement. 1.4 "Documentation" means the Provider's standard user guides, published technical materials, and policies relating to the Services, as updated by Provider from time to time. 1.5 "Order Form" means a written ordering document executed by both parties referencing this Agreement and specifying the Services to be provided, including any SOWs or annexes thereto. 1.6 Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the relevant section or annex. 2. Scope of Services. 2.1 Provider shall provide the Services to Customer and its Affiliates as set forth in executed Order Forms or SOWs, subject to the terms and conditions of this Agreement. 2.2 Services may include, without limitation, messaging, voice, video, and associated platform functionalities, together with any related implementation, support, or professional services, as further detailed in applicable Documentation or SOWs. 2.3 Notwithstanding anything to the contrary, Provider shall not be obligated to provide any service, feature, or deliverable not expressly set forth in an executed Order Form or SOW, nor shall any statement or representation in pre-contractual discussions, commercials, or technical marketing materials be interpreted as imposing any obligation on Provider, except to the extent expressly incorporated herein or in an Order Form. 2.4 All Services will be provided solely for Customer's internal business purposes, and Customer shall not resell, sublicense, or otherwise make the Services available to any third party, except as expressly permitted in an Order Form or as otherwise agreed in writing. 3. Orders and Statements of Work. 3.1 Customer may from time to time order additional Services by executing Order Forms or SOWs, each of which shall form part of and be governed by this Agreement, provided that no Order Form or SOW shall be binding unless executed by authorized representatives of both parties. 3.2 Each Order Form or SOW shall describe the Services to be provided, including, where applicable, service levels, fees, term, and any deliverables or milestones. 3.3 In the event of a conflict between this Agreement and any Order Form or SOW, the terms of the Order Form or SOW shall prevail solely with respect to the subject matter thereof, except where this Agreement expressly states otherwise; provided, however, that any limitation or exclusion of liability or indemnity provision in an Order Form or SOW shall be effective only if it expressly references the relevant section(s) of this Agreement. 3.4 Except as otherwise provided herein, no modification, amendment, or waiver of any Order Form or SOW shall be effective unless in writing and signed by authorized representatives of both parties. 4. Fees and Payment; Taxes. 4.1 Customer shall pay Provider the fees set forth in each Order Form or SOW in accordance with the payment terms therein. Unless otherwise specified, all fees are due within thirty (30) days of the date of invoice. 4.2 All fees are exclusive of applicable taxes, duties, levies, or similar governmental assessments, including, without limitation, value-added, sales, use, or withholding taxes (collectively, "Taxes"). 4.3 Customer shall be responsible for all Taxes arising from the Services or transactions contemplated by this Agreement, except for taxes based on Provider's net income, gross receipts, or property. 4.4 If Customer is required by law to withhold any Taxes from amounts payable to Provider, Customer shall increase the amount payable to Provider so that Provider receives the full amount it would have received had no withholding been required, and Customer shall provide Provider with official receipts issued by the appropriate taxing authority or such other evidence as Provider may reasonably request. 4.5 Any undistributed amount not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full, provided that such interest shall not constitute a waiver of Provider's right to timely payment or any other remedies available under this Agreement or at law. 5. Service Levels; Service Credits. 5.1 Provider shall use commercially reasonable efforts to meet or exceed the service levels specified in the Service Level Agreement ("SLA") annexed hereto, subject to the exclusions and limitations set forth therein. 5.2 In the event Provider fails to meet an applicable SLA metric, Customer shall be entitled to the service credits described in the SLA as Customer's sole and exclusive remedy for such failure, except where the failure constitutes a material breach for which Customer may terminate this Agreement as expressly provided herein. 5.3 Service levels do not apply to unavailability or performance issues caused by (a) factors outside Provider's reasonable control, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Provider's employees), or (b) Customer's or its users' equipment, software, or other technology, or (c) scheduled maintenance, provided that Provider gives reasonable advance notice thereof. 5.4 Any claim for service credits must be submitted within thirty (30) days of the event giving rise to the claim and must include reasonable supporting documentation and a detailed description of the incident. 5.5 Credits issued under this section shall be applied to future invoices and shall not be redeemable for cash or any refund, except as required by applicable law. 6. Security and Customer Proprietary Network Information (CPNI). 6.1 Provider shall implement and maintain administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data (as defined below), and (b) comply with the requirements of applicable law, industry standards, and Provider's then-current security policies, as made available to Customer upon request. 6.2 To the extent Provider processes Customer Data that constitutes Customer Proprietary Network Information ("CPNI") under applicable telecommunications laws and regulations, Provider shall maintain the confidentiality of such CPNI in accordance with 47 U.S.C. § 222 and applicable FCC rules, and shall not use, disclose, or permit access to such CPNI except as permitted by law or as necessary to perform the Services. 6.3 Customer remains solely responsible for its own systems, networks, and devices used to access or integrate with the Services, and for implementing adequate security measures to protect against unauthorized access, loss, or disclosure of its credentials or data, except to the extent attributable to Provider's breach of this Agreement or gross negligence. 6.4 Provider shall promptly notify Customer of any actual or reasonably suspected unauthorized access, acquisition, or disclosure of Customer Data or CPNI in Provider's possession or control, and shall reasonably cooperate with Customer's investigation and any notification or remediation efforts required by law, provided that nothing herein shall require Provider to disclose information in violation of applicable law or court order.



7. Compliance and Export Controls. 7.1 Each party shall comply with all applicable laws, rules, and regulations in connection with its performance of this Agreement, including, without limitation, those relating to data privacy, anti-bribery, anti-corruption, and telecommunications. 7.2 Provider represents that it is not included on any U.S. government denied-party list, and that the Services are not, to Provider's knowledge, intended for use in connection with any activities or end users prohibited by U.S. export control laws, including the Export Administration Regulations (EAR) or Office of Foreign Assets Control (OFAC) regulations. 7.3 Customer shall not access or use the Services in any jurisdiction in which the provision of the Services is prohibited under applicable law or regulation, nor shall Customer permit any third party to access or use the Services in violation of any export control laws or regulations. 7.4 Customer shall indemnify, defend, and hold harmless Provider from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Customer's breach of this section, subject to the limitations set forth in § 10. 8. Data Privacy and Processing. 8.1 Provider shall process personal data contained in Customer Data only in accordance with Customer's documented instructions and as necessary to provide the Services or as otherwise required by law, subject to the Data Processing Addendum ("DPA") attached hereto and incorporated herein by reference. 8.2 Provider shall not retain, use, or disclose personal data for any purpose other than as permitted in this Agreement or as required by applicable law, and shall not sell or share such personal data with third parties except as expressly authorized by Customer in writing. 8.3 Each party shall comply with all applicable data protection and privacy laws in connection with its performance of this Agreement, including, to the extent applicable, the General Data Protection Regulation (EU 2016/679) and the California Consumer Privacy Act, as amended. 8.4 The parties agree that Customer is the controller and Provider is the processor with respect to personal data processed under this Agreement, as such terms are defined under applicable law. 9. Intellectual Property; Ownership. 9.1 All right, title, and interest in and to the Services, including all software, technology, algorithms, and any improvements or modifications thereto, shall remain the exclusive property of Provider and its licensors, and no rights are granted to Customer except as expressly set forth in this Agreement or in an Order Form. 9.2 Customer retains all right, title, and interest in and to Customer Data and any content, data, materials supplied or made available by Customer in connection with the Services. 9.3 Provider may use Customer Data solely as necessary to perform its obligations under this Agreement and as otherwise permitted by law, provided that Provider may generate and use de-identified or aggregated data derived from Customer's use of the Services for its own legitimate business purposes, provided such data does not identify Customer or any individual. 9.4 Nothing in this Agreement shall be construed as granting any license, express or implied, to any intellectual property of either party except as expressly set forth herein. 10. Indemnification. 10.1 Subject to the limitations set forth in this Agreement, Provider shall defend, indemnify, and hold harmless Customer and its Affiliates, officers, directors, and employees from and against any and all third-party claims, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) to the extent arising from (a) Provider's actual or alleged infringement or misappropriation of any intellectual property right of a third party by the Services as provided by Provider, or (b) Provider's gross negligence, willful misconduct, or breach of its confidentiality or data security obligations under this Agreement. 10.2 Customer shall defend, indemnify, and hold harmless Provider and its Affiliates, officers, directors, and employees from and against any and all third-party claims, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising from (a) Customer's use of the Services in violation of applicable law or this Agreement, (b) Customer's content, data, or materials, or (c) Customer's gross negligence or willful misconduct. 10.3 The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, (ii) permit the indemnifying party to control the defense and settlement of the claim, and (iii) reasonably cooperate with the indemnifying party, at the indemnifying party's expense, in connection with the defense and settlement of the claim; provided that the indemnifying party shall not settle any claim in a manner that imposes any liability or obligation on the indemnified party without its prior written consent (not to be unreasonably withheld). 11. Limitation of Liability. 11.1 Except for (a) either party's gross negligence or willful misconduct, (b) either party's breach of its confidentiality or data security obligations, (c) Customer's payment obligations, or (d) either party's indemnification obligations hereunder, neither party shall be liable to the other for any (i) indirect, incidental, consequential, special, punitive, or exemplary damages, or (ii) loss of profits, revenue, data, goodwill, or business interruption, arising from or relating to this Agreement, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if such party has been advised of the possibility of such damages and regardless of the failure of essential purpose of any remedy. 11.2 Except as otherwise provided in this Agreement, the aggregate liability of either party to the other for any and all claims arising under or relating to this Agreement shall not exceed the greater of (a) five million dollars (\$5,000,000) or (b) the total fees paid or payable by Customer to Provider under this Agreement during the twelve (12) month period preceding the event giving rise to the claim. 11.3 Nothing in this Agreement shall limit either party's liability for death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded or limited under applicable law. [Sig-Block-α] 11.4 The provisions of this section shall apply notwithstanding any other provision of this Agreement or any Order Form or SOW to the contrary, and shall survive any expiration or termination of this Agreement, "mutatis mutandis".









[Sig-Block-α] \_\_\_\_\_ 10. Insurance. 10.1 Provider shall, at its sole cost and expense, procure and maintain in full force and effect throughout the Term and for a period of not less than twenty-four (24) months thereafter, [REDACTED]s of insurance with financially sound and reputable insurers licensed in the United States, including but not limited to (a) Commercial General Liability (CGL) insurance with limits not less than five million U.S. dollars (\$5,000,000) per occurrence and in the aggregate, (b) Technology Errors & Omissions (E&O:) insurance covering actual or alleged acts, errors, or omissions in the provision of the Services, with limits of at least five million U.S. dollars (\$5,000,000) per claim and [REDACTED]n the aggregate, and (c) Cyber Liability insurance, including coverage for data privacy, network security, and regulatory proceedings, with limits of not less than five million U.S. dollars (\$5,000,000) per claim and in the aggregate. 10.2 Upon Customer's written request, Provider shall furnish certificates of insurance evidencing the coverage required above and naming Customer as an additional [REDACTED] insured (where applicable), and shall provide prompt written notice to Customer of any material changes to, or cancellation of, such policies, provided that the failure to provide notice shall not relieve Provider of its insurance obligations hereunder. 10.3 Provider's maintenance of insurance under th[REDACTED]s § 10 shall not limit its liability or obligations under any other provision of this Agreement or otherwise, except that, to the extent Customer recovers insurance proceeds under Provider's policies with respect to a claim for which Provider is liable, such proceeds shall reduce Provider's liability to Customer for such claim, "mutatis mutandis". 11. Term and Termination. 11.1 The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for three (3) years, upon which the Agreement shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term" and [REDACTED]lly with the Initial Term, the "Term") unless either party provides at least ninety (90) days' prior written notice of non-renewal before [REDACTED] the end of the then-current Term. 11.2 Either party may terminate this Agreement or any affected Order Form or SOW (a) for material breach by the other party, provided that the non-breaching party gives written notice specifying the breach and such breach remains uncured thirty (30) days after receipt of notice (or ten (10) days for payment defaults), or (b) immediately upon written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, or is subj[REDACTED]t to any bankruptcy or similar proceeding not dismissed within sixty (60) days. 11.3 In the event of termination, Customer shall pay Provider all undisputed fees and expenses accrued as of the effective termination date, and any prepaid fees for Services not rendered shall be refunded pro rata; Provider shall cooperate in good faith with Customer to facilitate the orderly transition of services, subject to reasonable transition assistance terms and fees to be mutually agreed. 11.4 Termination of one Order Form or SOW shall not, by itself, affect the validity or enforceability of this Agreement or any other Order Form or SOW then in effect. 11.5 Any terms which by their nature should survive expiration or termination (including, without limitation, confidentiality, indemnity, limitation of liability, [REDACTED]nd payment obligations [REDACTED]r Services rendered) shall so survive. 12. Governing Law; Dispute Resolution. 12.1 This Agreement and any disputes arising out of or relating thereto shall be gov[REDACTED]rn[REDACTED]d by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that would result in the application of the laws of another jurisdiction. 12.2 Any dispute, claim, or controversy arising under or in connection with this Agreement or its breach, termination, enforcement, interpretation, or validity (collectively, "Dispute") shall be resolved as follows: (a) the parties shall confer in good faith for at least thirty (30) days to resolve any Dispute informally; (b) if not resolved, either party may submit the Dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration [REDACTED] Rules, to be conducted in New York County, New York, in English, before a single arbitrator; (c) judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 12.3 Notwithstanding the foregoing, either party may seek injunctive relief or other equitable remedies in any court of competent jurisdiction to prevent actual or threatened misuse or misappropriation of its intellectual property or confidential information. 12.4 Each party hereby irrevocably waives, to the fullest extent permitted by law, any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement. 12.5 Provider agrees to appoint an agent for service of process in New York and to maintain such appointment during the Term; failure to do so shall constitute material breach. 13. Notices. 13.1 All notices, consents, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered personally; (b) when sent by nationally recognized overnight courier; [REDACTED] (c) when sent by email with confirmation [REDACTED]f transmission, provided that a copy is also sent by another method permitted hereunder; or (d) three (3) business days after being mailed by certified or registered [REDACTED]rst-class mail, return receipt requested, postage prepaid, to the address for the party set forth on the Cover Page (or such other address as a party may designate by written notice in accordance with this section). 13.2 Notices to Provider shall be sent to the attention of its General Counsel, and notices to Customer shall be sent to the address specified on the Cover Page, Attn: Legal Department. 14. Miscellaneous. 14.1 Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign this Agreement to an Affiliate or to a successor-in-interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided th[REDACTED] written notice is given to the other party [REDACTED] and the assignee agrees in writing to be bound by the terms of this Agreement. 14.2 This Agreement, together with all Order Forms, SOWs, annexes, schedules, and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, representations, and agreements, whether written or oral. 14.3 Any amendment or waiver of any provision of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. 14.4 No failure or delay by either party to enforce any right or provision shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of that or any other right. 14.5 If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith a substitute provision which most closely reflects the original intent of the parties. 14.6 The parties are independent contractors and nothing herein shall be construed as creating a partnership, joint venture, agency, or employment relationship between them. 14.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument. 15. Counterparts; Electronic Signatures. 15.1 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. 15.2 Execution and delivery of this Agreement by electronic means (including by .pdf or DocuSign) shall have the same legal effect as delivery of a manually executed original. 15.3 Section 15.4 intentionally omitted. 15.4 For avoidance of doubt, Provider's obligations regarding CPNI shall be as set forth in § 6 and the Telecom Annex; see § 21.4(c)(iv) for additional requirements applicable to mobile-originated messaging, notwithstanding anything herein to the contrary.



TELECOM ANNEX A. SMS and Voice Compliance Rules. A.1 Provider shall ensure that all SMS, voice, and related communications services provided under this Agreement comply with applicable federal, state, and international laws, rules, and regulations, including but not limited to the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, and analogous foreign regulations, to the extent applicable to the jurisdiction(s) in which messages or calls are sent, received, or processed. A.2 Provider shall be responsible for obtaining and maintaining, at its sole expense, any licenses, permits, or registrations required for the lawful provision of the Services, except to the extent expressly stated otherwise in the Order Form or Commercial Annex. A.3 Customer acknowledges that the Services are provided for application-to-person (A2P) and person-to-application (P2A) messaging and calling only and shall not be used for peer-to-peer (P2P) traffic except as expressly authorized by Provider in writing. A.4 Provider may suspend or block Customer's traffic without liability upon reasonable suspicion of unlawful, fraudulent, or abusive use or violation of carrier policies, provided Provider gives prompt notice and cooperates with Customer to mitigate disruption, except in cases where advance notice would be impracticable or prohibited by law. B. Emergency Call Disclaimers. B.1 Customer acknowledges and agrees that the Services are not intended to support or carry emergency calls (e.g., 911, E911, or similar services) and that Provider disclaims any and all liability for routing, handling, or delivery of such calls. B.2 Provider shall display clear disclaimers in the Customer Portal and relevant documentation regarding the non-availability of emergency calling features, and Customer shall ensure that its end users are adequately notified of such limitations. B.3 In jurisdictions where regulatory authorities require specific disclosures or customer notifications regarding emergency call limitations, Customer shall cooperate with Provider to implement required messaging and obtain any necessary end-user acknowledgments. C. Carrier and Aggregator Compliance. C.1 Provider shall comply with all applicable requirements imposed by telecommunications carriers, mobile network operators (MNOs), and aggregators, including but not limited to registration, vetting, content, throughput, sender ID, and opt-out requirements for SMS, MMS, and voice traffic. C.2 Customer shall provide all information, documentation, and consents reasonably requested by Provider or relevant carriers to facilitate compliance, and shall not engage in or permit any activity that would cause Provider to violate carrier or aggregator rules. C.3 Fees and surcharges assessed by carriers, aggregators, or regulators relating to Customer's traffic (including, for example, 10DLC registration, short code leasing, or throughput fines) shall be passed through to Customer at cost, unless otherwise expressly stated in the Commercial Annex. D. A2P-Specific Duties. D.1 For all application-to-person messaging, Customer shall implement industry-standard consent, opt-in, and opt-out procedures and shall retain evidence of such consents for at least six (6) years. D.2 Provider reserves the right to request, and Customer shall promptly provide, sufficient evidence of consent and compliance with anti-spam, consumer protection, and wireless carrier policies for any message campaign. D.3 Customer shall not transmit content that is unlawful, infringing, misleading, deceptive, or prohibited by carrier content guidelines, and shall bear sole responsibility for the content of all communications sent via the Services.



COMMERCIAL ANNEX Table 1: Price Schedule (excerpt) | Service | Unit Price (USD) | Tier/Volume Pricing | Notes / Surcharges |  
 apply | SMS (international) | \$0.010–\$0.045 | Yes | Country-specific surcharges, see below | Voice (US origin/destination) | \$0.009/min | Yes | N/A |  
 Voice (int'l origination) | \$0.015–\$0.050 | Yes | Country/route-specific | Short code lease (monthly) | \$850 | N/A | Does not include carrier  
 vetting/fees | Table 2: Service Level Commitments | Metric | Target | Service Credit Schedule |  
 Uptime | 99.99% monthly | 5% credit for each 0.1% below target | Avg. latency  
 (SMS) | <4 sec | 2% credit if exceeded in any month | Incident response | <1 hour critical | 3% credit per event over SLA | Table 3: Escalation  
 Matrix | Severity | Initial Response | Escalation 1 | Escalation 2 | Executive Notification |  
 Critical | 15 min | 30 min | 1 hour | SVP, Head of Operations | High |  
 30 min | 2 hours | 4 hours | Director, Account Mgmt | Medium | 1 hour | 4 hours | 8 hours | N/A | Low | 4 hours | 8 hours | 1 business day | N/A |



SIGNATURE PAGE IN WITNESS WHEREOF, the parties hereto h■v■ executed this Master Services Agreement as of the Effective Date.

CUSTOMER: [Full Legal Name] By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ PROVIDER: [Full Legal Name] By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_ [END OF DOCUMENT]