

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement (hereinafter the "Agreement") is effective as of the date of last signature below (hereinafter the "Effective Date"), and is entered into by and between Syniverse Technologies, LLC (hereinafter referred to as "Syniverse"), a Delaware limited liability company, having its principal offices at 8125 Highwoods Palm Way, Tampa, Florida 33647, and the Ordering Activity under GSA Schedule contracts identified in the Order (hereinafter referred to as "Customer"), collectively the "Parties," and each individually a "Party." In consideration of the mutual promises herein contained and for other good and sufficient consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I. AGREEMENT.** The Service(s) to be provided under this Agreement shall be covered by Service Attachment(s) executed by the Parties, describing the requested Service(s), charges for the Service(s), and any additional terms and conditions upon which they are provided. In the event of any conflict or inconsistency, the terms and conditions set forth in the Service Attachment(s) will prevail over the terms and conditions of the Agreement. Affiliates of either Party may enter into Service Attachments under this Agreement, and with respect to such Service Attachments, such Affiliate becomes a party to this Agreement and references to the respective Party in this Agreement will be deemed references to the applicable Affiliate. Each Service Attachment is a separate obligation of the Affiliate that executes the Service Attachment and no other Party or Affiliate has any obligation under the Service Attachment. Affiliate means any entity that is controlled by, controls or is under common control of a Party. As used herein, "control" shall mean the ownership, in the case of a corporation, of more than 50% of the common shares of such corporation with voting rights or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity.

**ARTICLE II. TERM.** The Term of this Agreement shall commence on the Effective Date and shall remain in full force and effect as long as any Service Attachment(s) entered into pursuant to this Agreement remains in effect. Each Service Attachment(s) shall remain in effect for the Term set forth in the Service Attachment(s), unless earlier terminated as allowed in this Agreement or the applicable Service Attachment(s) ("Initial Term"). Upon expiration of the Initial Term of a Service Attachment(s), the Service Attachment(s) may be renewed for consecutive one (1) year terms (each, a "Renewal Term") by executing a written order for the Renewal Term upon expiration of the then current Initial or Renewal Term.

**ARTICLE III. USE OF SERVICES.** The Service(s) provided may be used only as expressly authorized under the applicable Service Attachment(s) by Customer. Customer shall not use the Service(s) for the benefit of any third party nor make the Service(s) available to any third party through any resale, sublicense, re-marketing or re-packaging, except to its end-users or as otherwise permitted in the Service Attachment. Customer shall not use any Service(s) in a manner that unreasonably interferes with the use of Service(s) by other Syniverse customers or authorized users. Customer is solely responsible for any and all activities that occur on its Services account.

**ARTICLE IV. RESPONSIBILITIES OF THE PARTIES.** Syniverse shall provide, maintain and support the Service(s) at the price and terms set forth in the Service Attachment(s). Customer shall (i) pay all charges for the Service(s) set forth in the individual Service Attachment(s); (ii) provide documentation, information and assistance reasonably requested by Syniverse for the provision or use of the Service(s) or installation of any equipment, software or network components that may be required for Syniverse to interface to Customer's facilities, and any related modification to Customer's facilities or operations; (iii) obtain any applicable third party authorizations, access to

premises and other cooperation reasonably required by Syniverse for the provision of the Service(s); (iv) notify Syniverse in writing at least ninety (90) calendar days prior to any changes to any Customer equipment, software, operations, network components or procedures that would affect the operation, provision or use of Service(s); (v) report malfunctions of the Service(s) to Syniverse as soon as reasonably practicable; and (vi) be responsible for the importation of any equipment necessary for the provision of Service(s) into Customer's home country or the country designated by Customer if outside the United States.

**ARTICLE V. INTELLECTUAL PROPERTY.** This Agreement does not grant to Customer any ownership right, title or interest in any intellectual property rights embodied in or associated with the Services. All intellectual property rights, title and interest in the Services, including all modifications, enhancements, improvements, alterations or updates, will remain exclusively with Syniverse and its licensors, as applicable.

**ARTICLE VI. CHARGES FOR SERVICES.** All charges shall be due and payable, in U.S. Dollars, within thirty (30) calendar days after the date of the invoice. Any amount not paid when due shall bear interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Syniverse invoices will be made available to Customer via Syniverse's web interface, MySyniverse, and via email to the address listed below. Customer shall maintain with Syniverse at all times its billing address and two (2) invoice contact persons who will be responsible for receiving monthly invoices.

Company: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Province: \_\_\_\_\_  
State/Province: \_\_\_\_\_  
Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Email: \_\_\_\_\_

Customer shall notify Syniverse within thirty (30) days of the invoice being retrievable from MySyniverse if it believes that an invoice is incorrect (a "Disputed Invoice"), such notice to identify the invoice in question and provide details explaining and justifying Customer's belief that the invoice is incorrect..

Upon receipt of Customer's notice, Syniverse will promptly investigate and, at its sole discretion, conclude such investigation by either (a) issuing a corrected invoice or (b) affirming that the Disputed Invoice is correct, and/or (c) issuing credits or refunds as appropriate. Customer may not further dispute any invoice which Syniverse has affirmed as correct pursuant to the foregoing, and upon issuance of a corrected invoice, Customer will pay such invoice according to the terms set out herein. Provided that Customer complies with these terms and conditions regarding the dispute of invoices, Customer will not be charged interest on unpaid invoiced amounts prior to the conclusion of Syniverse's investigation of the Disputed Invoice.

Any amounts overdue by Customer pursuant to this Agreement may be set-off or applied by Syniverse against any amounts or credits due to the Customer under this Agreement or any other mutually executed agreement for services.

Syniverse shall state separately on invoices any applicable taxes, and the Customer agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption.

Customer shall provide to Syniverse a valid certificate of exemption no later than thirty (30) days from the Effective Date of this Agreement. In the event Customer fails to provide Syniverse with such certificate of exemption within thirty (30) days, all applicable taxes, assessments and other fees and charges will be invoiced pursuant to applicable law. In the event Customer subsequently provides Syniverse with a valid certificate of exemption, Syniverse will not invoice such taxes, assessments and other fees and charges prospectively.

**ARTICLE VII. EXPORT.** Notwithstanding any other provision of this Agreement, Customer will not export or re-export or disclose to any third party, directly or indirectly, any technical data (e.g., technical documentation, software application interfaces or the like) acquired from Syniverse or any of its Affiliates, or any equipment provided by Syniverse or its Affiliates without first obtaining the written consent of Syniverse to do so, which may require appropriate governmental approval.

**ARTICLE VIII. WARRANTY.** Syniverse warrants that it will provide the Service(s) in a professional and workmanlike manner.

**EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SYNIVERSE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR SUITABILITY, OR FITNESS, FOR A PARTICULAR PURPOSE.**

**ARTICLE IX. THIRD PARTY CLAIMS.** Syniverse shall have the right to intervene to defend any claims or proceedings brought against Customer alleging that the furnishing of Service(s) pursuant to this Agreement constitutes an infringement of any United States patent, copyright, or trademark of third parties, and shall indemnify Customer against all costs, damages, and expenses finally awarded against Customer attributable to such claim, provided that Syniverse is promptly notified in writing of any such claim or proceeding and is given full and complete authority, information and reasonable assistance, at Syniverse's expense, to defend such claims or proceedings, and further provided that Syniverse shall have sole control of all negotiations for its compromise or settlement. In the event of any such claim or proceeding, Syniverse shall have the right, at its sole option and expense, to secure the rights and licenses to continue to provide the Service(s) to Customer, to modify the Service(s) to make them non-infringing, to provide a replacement service, or to terminate/cancel this Agreement and cease providing the Service(s). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. However, Syniverse shall have no liability or responsibility for any attorneys' fees or costs relating to the US Department of Justice defense of any claim or action.

Syniverse shall have no liability or obligation pursuant to the foregoing, including but not limited to any liability or obligation for contributory infringement or the inducement to infringe, to the extent a claim is based upon or relates to: (i) use of the Service(s) in combination with other products, services, methods, techniques, software, or data not expressly approved by Syniverse; (ii) modifications or additions to the Service(s) made or provided by other than Syniverse; (iii) Syniverse's compliance with Customer's specifications or requirements for Service(s) which results in a claim; (iv) resale, license or other provision of such Service(s), alone or in combination with other products, services, methods, techniques, software or data, by Customer to third parties;

(v) data transmitted using the Service(s); or (vi) intellectual property rights owned by, in whole or in part, Customer or its Affiliates.

**THE FOREGOING SETS FORTH SYNIVERSE'S SOLE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE RIGHTS, RELATING TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND SYNIVERSE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY RIGHTS.**

**ARTICLE X. CONFIDENTIALITY.** The Parties shall not, directly or indirectly, disclose the other party's technical, personnel and/or business information whether in written, graphic, oral or other tangible or intangible forms, including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples without the prior written permission of the disclosing Party unless such disclosure is required in the course of performance of a Party's obligations hereunder. Such information may contain proprietary or confidential material or material subject to applicable laws regarding secrecy of communications or trade secrets ("Confidential Information").

- Neither Party shall include the other Party's name in any advertising, sales promotion, or other publicity materials without prior written approval other than as allowed under this Article X to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Syniverse may include and publish Customer's name and/or the cities served by Customer on Syniverse's customer list without Customer's prior written approval for investor relations purposes or other purposes as may be required by law.

The Parties' obligations under this Article X. shall not extend to any information which: (i) as shown by reasonably documented proof, was in the other's lawful possession without restriction on use or disclosure prior to receipt thereof from the disclosing Party; or (ii) as shown by reasonably documented proof, was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party; or (iii) now is or later becomes Part of the public domain through no breach of confidential obligation by the receiving Party; or (iv) is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure, the receiving Party shall notify the disclosing Party and provide them with an opportunity to participate in objecting to production of the information; or (v) was developed by the receiving Party independently from and without the developing person(s) having access to any of the other Party's Confidential Information. Each Party agrees that any breach of its obligations under this Article X. will cause irreparable harm to the other for which its remedies at law will be inadequate and to the extent expressly authorize by Federal statute, that the offended Party shall be entitled to injunctive relief in addition to other remedies provided hereunder or otherwise available. Syniverse recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

**ARTICLE XI. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY WHATSOEVER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE, OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ENSUING FROM THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY THE PARTIES.**

**WITH THE EXCEPTION OF ANY FEES DUE AND PAYABLE FROM CUSTOMER, IN NO EVENT, AND UNDER NO SET OF CIRCUMSTANCES, SHALL THE TOTAL AGGREGATED LIABILITY OF SYNIVERSE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY CAUSE(S) OF ACTION OR CLAIM(S), EITHER ALONE OR IN THE AGGREGATE, ARISING OUT OF OR UNDER THIS AGREEMENT AND/OR ANY AND ALL SERVICE ATTACHMENT(S), EXCEED THE FEES ACTUALLY PAID DURING THE IMMEDIATE PRECEDING TWELVE (12) MONTHS OF THE SERVICE ATTACHMENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.**

***ARTICLE XII. TERMINATION.***

To the extent applicable, for any dispute subject to FAR 52.233-1, when the Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Syniverse shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Upon termination of this Agreement, all documentation, software, data and other materials of any kind belonging to a Party in the other Party's possession and any copies thereof shall at the other's option be returned to it or destroyed and certificated as such by an officer of the Party.

***ARTICLE XIII. FOREIGN CORRUPT PRACTICE COMPLIANCE.*** Customer affirms that it has not and agrees that it will not, in connection with the Services provided under this Agreement or in connection with any other business involving Syniverse, make, offer, promise, agree to make or authorize any payment or transfer of anything of value, directly or indirectly to: (i) any Government Official as defined herein; (ii) any political party, party official or candidate; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given or promised, directly or indirectly, to anyone described in items (i) or (ii) above; (iv) any owner, director, employee, representative or agent of any actual or potential customer of Syniverse; (v) any director, employee, representative or agent of Syniverse or any of its Affiliates; or (vi) any other person or entity if such payment or transfer would violate the laws of the country in which made or the laws of any other relevant jurisdiction. It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. For the purposes of this Agreement, "Government Official" means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or public international organization.

***ARTICLE XIV. GENERAL:***

(a) Notices. Any notice or other communication required hereunder shall be given in writing to the other Party at the address set forth herein, or at such other address as shall have been given by either Party to the other in writing. Any notice or other communication required hereunder shall be deemed to have been given when a) delivered personally; or b) five (5) Business Days after posting, if sent postage-prepaid by first class mail.

- (b) Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party shall be responsible for any failure to perform its obligations hereunder (except Customer's obligation to make payments when due) arising from causes beyond its reasonable control that make such performance commercially impracticable or impossible, including, but not limited to, fires, strikes, embargoes, allocations of supplies, wars, floods, earthquakes, nuclear disasters, and acts of God.
- (c) No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be construed, to create or convert any right in or upon any person or entity other than Syniverse and Customer.
- (d) Publicity and Advertising. Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that Syniverse may use Customer's name in Syniverse's online advertising and sales promotion materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
- (e) Assignability. Neither Party shall assign this Agreement to a third party without the other Party's prior written consent, which such consent will not be unreasonably withheld, denied, conditioned or delayed.
- (f) Compliance With Laws. Both Parties shall comply with all applicable national, federal, state, and local laws, regulations and codes, including the procurement of permits and licenses, when needed, of their respective states, territories, and/or countries in the performance of this Agreement.
- (g) Independent Contractor. Syniverse will perform its obligations under this Agreement as an independent contractor and not as the employee or agent of Customer.
- (h) No Waiver. Failure by a Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver of rights.
- (i) Severability. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall continue in full force and effect.
- (j) Dispute Resolution. All disputes arising in connection with this Agreement, or any Service Attachment(s), shall be settled by first escalating such dispute to the Parties' respective Managing Directors, or equivalent. If unresolved after fifteen (15) days following such escalation, the Parties shall further escalate the dispute to their respective Chief Executive Officers, or equivalent. If unresolved after fifteen (15) days following such escalation, either Party may pursue any and all available legal remedies. Notwithstanding the foregoing, the Parties may immediately seek legal or equitable relief for an appropriate court without arbitration in the event of a material breach of confidentiality or intellectual property provisions of this Agreement.
- (k) Governing Law. This Agreement shall be subject to and interpreted in accordance with the substantive Federal laws of the United States.
- (l) Survival. The following shall survive expiration or termination of this Agreement or any part hereof: (i) any liability or obligation of either Party to the other Party for acts or omissions prior to the expiration or termination of this Agreement the nature of which is/are such that it/they would survive such expiration or termination (including a Party's obligation to make payments); and (ii) any obligation of a Party regarding indemnification, protection of the confidentiality of information, intellectual property rights and protections and any provision regarding limitations of liability.
- (m) Purchase Orders. The terms and conditions of this Agreement or any Service Attachment pursuant to this Agreement will supersede the terms of any Customer purchase order or other non-Syniverse ordering document supplied by Customer to Syniverse related to this Agreement or Service Attachment and no terms included in any such purchase order or other non-Syniverse ordering document shall apply to Syniverse.
- (n) Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and may be amended or modified only in a writing signed by both Parties. This Agreement supersedes all prior discussion, negotiation, representation and agreements, whether oral or written, regarding the subject matter herein. The Parties mutually agree that any Service Attachment(s) in effect prior to the effective date of this Agreement shall be

subject to the terms and conditions of this Agreement upon its execution.

(o) Counterparts and Facsimile/Electronic Delivery. This Agreement and/or any Service Attachment(s) may be executed in two (2) or more counterparts, each of which shall be deemed to be one instrument when a duly authorized representative of each Party has signed a counterpart. In the event any signature is delivered by facsimile or by electronic signature, such signature will create a valid and binding obligation on the executing party with the same force and effect as if such facsimile or electronic signature were an original thereof.

**CUSTOMER**

**SYNIVERSE TECHNOLOGIES, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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