



LEGAL DOCUMENT

Master Services Agreement

For end-user customers

Version 1.0 · May 2026 · 365Agents, Inc.

365 AGENTS

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**” or “**MSA**”) is dated [insert date] (the “**Effective Date**”) and entered into between **365Agents, Inc.**, a Nevada corporation, with offices at 18291 North Pima Road Suite 110, #273, Scottsdale, AZ 85255 (“**365Agents**,” “**we**,” or “**us**”), and [insert Customer name], a [insert state] [corporation OR limited liability company], with offices at the address set forth on the signature page (“**Customer**” or “**you**”).

RECITALS

- A. 365Agents provides an online service that uses artificial intelligence (“**AI**”), including large language models and other technology, to allow customers to deploy and operate AI voice agents and AI texting agents that manage phone calls and messaging for businesses (the “**Platform**”).
- B. Customer wishes to subscribe to the Platform and receive related Services on the terms set forth in this Agreement and the Order(s) executed by the parties.
- C. The parties acknowledge that this Agreement governs Customer’s direct subscription. Resale of the Services to third parties is not permitted under this Agreement and requires a separate Reseller / White-Label Agreement.

In consideration of the foregoing recitals (which are incorporated into this Agreement) and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the following meanings:

“**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 ownership of 50% or more of the outstanding voting securities (only for as long as such control persists).

“**Aggregated Data**” means data or information that is de-identified or aggregated such that no individual person, Customer, or User can reasonably be identified.

“**Content**” means data, information, or other output generated by Customer or its Users through use of the Platform.

“**Customer Data**” means electronic data and information — including scripts, documents, recordings, knowledge-base content, configuration, and other materials — input into or referenced through the

Platform by or on behalf of Customer or its Users. Customer Data does not include Aggregated Data or Usage Data.

“Documentation” means user materials, instructions, and specifications that 365Agents makes available for the Services.

“Fees” means the fees and charges for the Services as set forth in an Order.

“Intellectual Property Rights” means all past, present, and future patents, trade secrets, know-how, inventions, trademark and trade name rights, copyrights, mask work rights, and other proprietary rights in technology and works of authorship, in each case under the laws of any jurisdiction (including any application or right to apply for, and all rights to pursue remedies for infringement of, the foregoing).

“Order” means a written or electronic order document executed or accepted by the parties that sets forth the Services, Fees, and any non-standard terms. Each Order is incorporated into this Agreement.

“Platform” means 365Agents’ AI agent and voice technologies, including the Software and the systems used to provide such technologies, made available in a hosted environment via the Internet, including any APIs and Documentation.

“Privacy Policy” means 365Agents’ privacy policy posted at <https://365agents.com/privacy-policy/>, as updated from time to time.

“Services” means, collectively, access to the Platform, Support Services, Professional Services, and any other services provided by 365Agents under this Agreement and an Order.

“SLA” means the 365Agents Service Levels & Support Policy posted at <https://365agents.com/legal/sla>, as updated from time to time.

“Software” means 365Agents’ proprietary software-as-a-service offering as set forth in an Order, made available by remote access as part of the Platform, including all algorithms, data, content, and any modified, updated, or enhanced versions, but excluding Customer Data, Usage Data, and User Data.

“Subscription Term” means the term for which Customer has subscribed to the Services, as set forth in the applicable Order.

“Support Services” means 365Agents’ standard technical support and help-desk functions described in the SLA.

“ToS” means 365Agents’ Terms of Service posted at <https://365agents.com/terms-of-service/>, as updated from time to time.

“Usage Data” means content, data, or information collected or produced by the Platform in connection with use of the Services that does not identify Customer or its Users (including usage patterns, traffic logs, performance and conduct telemetry).

“User Data” means personally-identifiable or personal information of an individual User, such as name, user ID, phone number, and email address.

“User” means an employee, contractor, or other individual authorized by Customer to use the Services on Customer’s behalf.

2. ACCESS TO THE SERVICES

2.1 License grant. Subject to this Agreement and the applicable Order, during the Subscription Term, 365Agents grants Customer a non-exclusive, non-transferable, non-sublicensable right for Customer and its Affiliates and Users to access and use the Services solely for Customer’s internal business purposes and as described in the Documentation.

2.2 No resale. Customer will not (and will not permit any User to) resell, sublicense, white-label, market, or otherwise make the Services available to any third party. Reseller, master agent, OEM, and white-label arrangements require a separate written agreement with 365Agents.

2.3 EULA for Users. 365Agents may condition use of the Platform by individual Users on a click-through end-user license agreement, provided that no EULA modifies this Agreement or affects Customer’s rights or obligations.

2.4 Acceptable use. Customer’s use of the Services is subject to the ToS and the use restrictions in Section 7. To the extent of any conflict between this Agreement and the ToS, this Agreement controls for Customer’s direct subscription relationship; the ToS controls for matters not addressed in this Agreement.

3. PROVISION OF SERVICES; SUPPORT; SLA

3.1 Provision. 365Agents will provide the Services to Customer and its Users in accordance with this Agreement and the applicable Order.

3.2 Customer cooperation. Customer will supply the Customer Data, configuration, and personnel resources reasonably required for 365Agents to provide the Services.

3.3 Support and SLA. 365Agents will provide Support Services and meet the service levels set forth in the SLA. Service credits, if any, are Customer’s sole and exclusive remedy for SLA failures, except for a chronic uptime failure entitling Customer to terminate as set forth in the SLA. Tier 1 support is provided to Customer (and Customer’s Users), not to any downstream third party.

3.4 Professional Services. Any custom integration, onboarding, training, or other professional services not included in the standard subscription will be set forth in an Order or statement of work.

3.5 Modifications. 365Agents may modify, improve, or substitute components, models, third-party providers, or features of the Platform from time to time, provided that 365Agents will not materially diminish the core functionality Customer has paid for during the then-current Subscription Term.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay the Fees set forth in each Order. Unless otherwise stated, Fees are usage-based and billed monthly in arrears for the prior month's actual usage, plus any applicable monthly recurring base, plus any one-time fees due that month.

4.2 Invoicing and payment terms. 365Agents will invoice Customer monthly. Customer will pay each invoice within **thirty (30) days** of receipt by ACH, wire, credit card, or other payment method set forth in the Order. All amounts are in U.S. dollars.

4.3 Auto-charge authorization. If Customer has provided a payment method on file, Customer authorizes 365Agents to charge that payment method for amounts due. Failed payments may result in suspension under Section 11.4.

4.4 Disputes. Customer must dispute any invoice in writing within fifteen (15) days of receipt, identifying the disputed amount and basis. Undisputed amounts must be paid when due. Amounts not disputed within fifteen (15) days are deemed accepted.

4.5 Late charges. Past-due undisputed amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, plus reasonable collection costs and attorneys' fees.

4.6 Taxes. Fees are exclusive of all taxes, duties, telecommunications-related fees, and similar governmental charges (other than taxes on 365Agents' net income). Customer is responsible for all such taxes and charges.

4.7 Overage. If Customer's usage exceeds the included allowance set forth in the Order, Customer authorizes 365Agents to charge overage at the rate set forth in the Order or, if not stated, at 365Agents' then-current published overage rate.

4.8 No refunds. Except as expressly provided in this Agreement (e.g., Section 9.1 IP infringement remedy) or required by law, all payments are non-refundable.

5. DATA, PRIVACY, AND SECURITY

5.1 Customer ownership. As between the parties, Customer (or, where applicable, the relevant User) owns all right, title, and interest in and to Content, Customer Data, and User Data. Customer grants 365Agents a non-exclusive, worldwide, royalty-free license to use Content, Customer Data, and User Data solely as needed to provide the Services and meet 365Agents' obligations under this Agreement.

5.2 Privacy and security. 365Agents will process personal data in accordance with the Privacy Policy and the 365Agents Data & InfoSec Policy posted at <https://365agents.com/legal/infosec> (the "**InfoSec Policy**"), each of which is incorporated by reference. 365Agents will not materially diminish the protections set forth in the Privacy Policy or InfoSec Policy as of the Effective Date during the Subscription Term.

5.3 Data retention and deletion. Retention periods are set forth in the InfoSec Policy. In summary: (a) voice recordings — deleted within 30 days unless Customer requests longer retention via an Order or admin setting; (b) voice models — retained until Customer requests deletion or account closure; (c) usage logs — 12 months; (d) account and billing records — up to 7 years after account closure for legal and tax compliance.

5.4 Sub-processors. 365Agents may use sub-processors (including AI model providers, transcription providers, telecom carriers, hosting providers, and CRM integrations) to deliver the Services. 365Agents remains responsible for sub-processor performance under this Agreement to the same extent as if performed by 365Agents.

5.5 Aggregated and Usage Data. 365Agents owns Aggregated Data and Usage Data and may use them for any lawful business purpose, including improving and benchmarking the Services. 365Agents will not publicly identify Customer or any User without prior written consent.

5.6 Incident notification. 365Agents will notify Customer in accordance with the InfoSec Policy of any actual or reasonably suspected security incident involving unauthorized access to or disclosure of Customer Data or User Data.

5.7 DPA / BAA. If Customer's use of the Services involves processing of EU/UK/Swiss personal data subject to GDPR or comparable laws, the parties will execute a Data Processing Addendum. If Customer's use involves protected health information governed by HIPAA, the parties will execute a Business Associate Agreement. Each is required prior to such processing and is incorporated upon execution.

6. PROPRIETARY RIGHTS

All right, title, and interest in and to the Platform, Software, Documentation, Aggregated Data, Usage Data, and any improvements, derivative works, or modifications, including all Intellectual Property Rights, are and remain the exclusive property of 365Agents and its licensors. 365Agents reserves all rights not expressly granted to Customer.

7. RESTRICTIONS AND COMPLIANCE

7.1 General restrictions. Customer will not, and will not permit any User to: (a) reverse engineer, decompile, or disassemble the Platform or attempt to access the source code; (b) reproduce, modify, or create derivative works of the Platform; (c) bypass any security or rate limit; (d) use the Services to develop a competing product; (e) use any robot, spider, or scraper to access the Platform; or (f) submit any code or content intended to harm the Platform.

7.2 Compliance with law. Customer will comply with, and will require its Users to comply with, all applicable laws and regulations in connection with use of the Services, including:

- Telephone Consumer Protection Act (“**TCPA**”), Telemarketing Sales Rule (“**TSR**”), state telemarketing laws, AI-disclosure and “click-to-cancel” laws;
- Two-party consent / wiretapping / eavesdropping laws;
- HIPAA (only with an executed BAA), GLBA, and state biometric and consumer-privacy laws;
- Anti-spam, anti-fraud, and consumer-protection laws;
- Sanctions, export control, and anti-bribery laws.

7.3 Prohibited Data. Customer will not submit to the Platform any (a) Social Security numbers, government identifiers, full credit card numbers, or financial account numbers; (b) protected health information (“**PHI**”) absent an executed BAA; (c) PCI cardholder data unless Customer has enabled PCI-compliant settings; or (d) other categories of data subject to elevated regulatory protection that the Platform is not configured to handle (collectively, “**Prohibited Data**”). 365Agents may delete Prohibited Data upon discovery and will have no liability for any failure to provide elevated protections to Prohibited Data.

7.4 Suspension. 365Agents may suspend Customer’s access to the Platform upon reasonable notice if 365Agents determines that (a) Customer’s use poses a security or legal risk, (b) Customer is in material breach and has not cured within 15 days of written notice, (c) Customer has failed to pay undisputed amounts within 15 days after written notice of late payment, or (d) suspension is required by law. Suspension does not relieve Customer of payment obligations.

8. CONFIDENTIALITY

8.1 Definition. “**Confidential Information**” means information disclosed by one party (“**Discloser**”) to the other (“**Recipient**”) that is marked confidential or that a reasonable person would understand to be confidential. 365Agents’ Confidential Information includes the Software, Documentation, pricing, and Aggregated Data outputs. Customer’s Confidential Information includes Customer Data and User Data.

8.2 Protection. Recipient will (a) use Confidential Information only as needed to perform under this Agreement; (b) protect it with at least the same care it uses for its own confidential information of like nature, but no less than a reasonable standard of care; and (c) limit disclosure to employees, contractors, advisors, and sub-processors with a need to know who are bound by similar confidentiality obligations.

8.3 Exceptions. Confidentiality obligations do not apply to information that (a) was already known to Recipient without obligation, (b) is or becomes generally known through no fault of Recipient, (c) is independently developed without use of Confidential Information, or (d) is rightfully received from a third party. Recipient may disclose Confidential Information as required by law on prior notice (where lawful) and reasonable cooperation in seeking a protective order.

8.4 Survival. Confidentiality obligations survive termination of this Agreement for three (3) years, except that obligations regarding trade secrets continue as long as the information remains a trade secret.

9. WARRANTIES; DISCLAIMER

9.1 Limited service warranty. During the Subscription Term, 365Agents warrants that the Platform will perform materially in accordance with the Documentation. Customer's exclusive remedy for breach of this warranty is, at 365Agents' option and expense: (a) correction of the error or workaround, or (b) if 365Agents cannot correct or work around the error within 60 days of notice, refund of pre-paid Fees for the affected portion of the Services. The warranty does not apply to errors caused by Customer, Users, third-party providers, Customer's environment, or use in violation of this Agreement.

9.2 Customer Data warranty. Customer represents and warrants that it has and will maintain all rights, consents, and licenses needed to submit Content, Customer Data, and User Data to the Platform and that such submissions and Customer's use of the Services will not violate any law or third-party right.

9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTY, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING. AI-GENERATED OUTPUTS ARE PROBABILISTIC, MAY CONTAIN ERRORS, AND MUST BE EVALUATED BY CUSTOMER BEFORE RELIANCE.

10. INDEMNIFICATION

10.1 By 365Agents (IP claims). 365Agents will defend Customer against any third-party claim alleging that the Platform, used in accordance with this Agreement, infringes a U.S. registered patent, copyright, or trademark, and will pay damages and costs (including reasonable attorneys' fees) finally awarded or agreed in settlement. If use of the Platform is or may be enjoined, 365Agents may, at its option, (a) obtain the right to continue use, (b) replace the Platform with a non-infringing equivalent, (c) modify the Platform to be non-infringing, or (d) terminate this Agreement and refund pre-paid Fees for the affected portion. 365Agents has no obligation for claims arising from (i) use of the Platform in violation of this Agreement or applicable law, (ii) combination with non-365Agents products if the claim would have been avoided absent the combination, or (iii) modifications by anyone other than 365Agents.

10.2 By Customer. Customer will defend 365Agents against any third-party claim arising from (a) Customer's, a User's, or any downstream party's violation of this Agreement, the ToS, or applicable law (including TCPA, TSR, two-party consent, biometric, or AI-disclosure laws); (b) 365Agents' use of Content, Customer Data, or User Data in accordance with this Agreement; or (c) Customer's submission of Prohibited Data, and will pay damages and costs finally awarded or agreed in settlement.

10.3 Procedure. The indemnified party must (a) promptly notify the indemnifying party in writing, (b) give the indemnifying party sole control of the defense and settlement (no settlement may impose obligations on the indemnified party without consent), and (c) reasonably cooperate at the indemnifying party's expense.

11. TERM AND TERMINATION

11.1 Term. This Agreement begins on the Effective Date and continues for one (1) year (the “**Initial Term**”), automatically renewing for successive one-year terms (each a “**Renewal Term**”) unless either party gives at least sixty (60) days’ written notice of non-renewal before the end of the then-current term. Each Order has its own subscription term as set forth in the Order.

11.2 Termination for cause. Either party may terminate this Agreement upon written notice if the other materially breaches and fails to cure within thirty (30) days of written notice (or fifteen (15) days for non-payment of undisputed amounts).

11.3 Termination by Customer for chronic SLA failure. Customer may terminate the affected Order without penalty if 365Agents fails to meet the uptime commitment in the SLA for three (3) consecutive months or any four (4) months in a rolling twelve-month period, by giving notice within thirty (30) days of the qualifying failure.

11.4 Suspension for non-payment. 365Agents may suspend the Services for non-payment of undisputed amounts as set forth in Section 7.4 without terminating this Agreement.

11.5 Effects of termination. Upon termination: (a) all amounts owed through the termination date are immediately due; (b) Customer’s right to use the Services ceases; (c) 365Agents will, on Customer’s written request made within thirty (30) days of termination, make Customer Data available for export in a reasonable, machine-readable format; (d) after such period, 365Agents may delete Customer Data, subject to retention required for legal, backup, or compliance purposes; (e) the following sections survive termination: 1, 4 (for amounts accrued), 5.1, 5.5, 6, 8, 9.3, 10, 11.5, and 12.

12. LIMITATION OF LIABILITY

12.1 Exclusion of indirect damages. EXCEPT FOR EXCLUDED CLAIMS UNDER SECTION 12.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

12.2 Cap. EXCEPT FOR EXCLUDED CLAIMS UNDER SECTION 12.3, EACH PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Excluded claims. The exclusions and cap in Sections 12.1 and 12.2 do not apply to: (a) Customer's payment obligations; (b) breach of Section 8 (Confidentiality); (c) Customer's breach of Section 7 (Restrictions and Compliance); (d) the parties' indemnification obligations under Section 10; (e) infringement, misappropriation, or violation of the other party's IP; or (f) gross negligence, willful misconduct, or fraud.

13. GENERAL

13.1 Governing law. This Agreement is governed by the laws of the State of Nevada, without regard to its conflict-of-laws principles.

13.2 Dispute resolution. Except for actions seeking injunctive or equitable relief to protect Confidential Information or Intellectual Property, and except for collection of past-due, undisputed amounts (which may be brought in any court of competent jurisdiction), the parties will resolve any dispute under this Agreement by final and binding arbitration administered by the **American Arbitration Association** under its **Commercial Arbitration Rules**, conducted in **Clark County, Nevada**, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction. The parties waive any right to a class, collective, or representative action.

13.3 Notices. Notices must be in writing and delivered to the address on the signature page by personal delivery, overnight courier, or certified mail (return receipt requested), with email copy to legal@365agents.com for notices to 365Agents. Routine operational communications may be by email.

13.4 Independent contractors. The parties are independent contractors. Nothing creates a partnership, joint venture, employment, agency, or fiduciary relationship.

13.5 Subcontractors. 365Agents may use subcontractors and sub-processors and remains responsible for their performance under this Agreement.

13.6 Assignment. Neither party may assign this Agreement without the other's prior written consent, except either party may assign without consent to (a) an Affiliate, or (b) any successor by merger, acquisition, or sale of all or substantially all of its assets.

13.7 Force majeure. Except for payment obligations, neither party is liable for delay or failure caused by events beyond its reasonable control.

13.8 Order of precedence. In the event of conflict, the order of precedence is: (1) the Order; (2) this MSA; (3) the SLA; (4) the InfoSec Policy and Privacy Policy; (5) the ToS.

13.9 Entire agreement. This Agreement, together with each Order and the documents incorporated by reference, constitutes the entire agreement between the parties on the subject matter. Amendments must be in writing and signed by both parties.

13.10 Severability; counterparts; e-signature. If any provision is unenforceable, it is modified to the minimum extent necessary to be enforceable, and the remaining provisions continue in effect. This

Agreement may be executed in counterparts (including by electronic signature), each of which is an original.

SIGNATURE PAGE

The parties have executed this Master Services Agreement as of the Effective Date.

365Agents, Inc.

[Customer legal name]

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice address: 18291 North Pima Road Suite 110, #273,
Scottsdale, AZ 85255

Notice address:

Email: legal@365agents.com

Email: _____