



EZKALL AI CUSTOMER AGREEMENT PACK

Master Services Agreement

The governing commercial and operating framework for EZKall AI customer services.

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EFFECTIVE DATE	Date of last signature
SERVICE PROVIDER	EZ2 Fund Solutions LLC, operating the EZKall AI service

1 Agreement structure

1.1 Parties and effective date

This Master Services Agreement (the "Agreement") is between EZ2 Fund Solutions LLC, an Arizona limited liability company operating the EZKall AI service ("EZKall," "Provider," "we," or "us"), and the customer legal entity identified in the signature record below ("Customer" or "you"). The Agreement is effective on the date of the last signature below (the "Effective Date").

1.2 Agreement documents

The Agreement includes this Master Services Agreement, each signed Customer Order Form, the applicable Service Activation Schedule, and any written amendment signed by both parties. If the documents conflict, the most recently signed Customer Order Form controls for commercial terms, the applicable Service Activation Schedule controls for approved configuration, and this Agreement controls for all other terms.

1.3 Service boundary

No feature, channel, provider, telephone number, workflow, integration, artificial-intelligence function, recording, transcription, transfer, callback, or automated outreach is active merely because it appears in a proposal, website, demonstration, workspace, or draft. A capability becomes part of the service only when it is listed as Active in a signed Service Activation Schedule and the related technical acceptance has passed.

2 Services and implementation

2.1 Services

EZKall provides configurable customer-communication, structured-intake, routing, operator-alerting, customer-workspace, and related workflow services described in the applicable Order Form and Activation Schedule. Services may include deterministic or artificial-intelligence-assisted interactions when specifically authorized.

2.2 Implementation

Provider will configure the approved customer profile, service channels, routing rules, disclosures, escalation contacts, and acceptance tests. Customer will timely provide complete and accurate business information, policies, service areas, operating hours, contact routes, escalation contacts, and approvals reasonably required for implementation.

2.3 Change control

A material change to price, scope, provider, telephone-number ownership, messaging use case, call recording, transcription, generated AI, customer outreach, regulated-data handling, or production activation requires a written change order or updated Activation Schedule. Routine corrections that do not expand risk, cost, or customer impact may be documented in the workspace or operating record.

2.4 Acceptance

The Activation Schedule will identify the acceptance tests and activation owner. A test, preview, credential, route, or deployed function is implementation evidence only; it is not acceptance or activation unless the Activation Schedule records the applicable approval and Active status.

3 Customer responsibilities

- Maintain accurate business identity, licensing, service-area, hours, pricing, emergency, and escalation information supplied to EZKall.
- Provide only content, data, instructions, and materials Customer has the right and authority to use.
- Maintain qualified personnel to review intakes and alerts and respond to customers within Customer's own stated service levels.
- Not use the service for emergencies, unlawful discrimination, deceptive practices, harassment, regulated financial or eligibility decisions, or other prohibited activity.
- Promptly notify Provider of unauthorized access, material errors, opt-out concerns, changes to consent practices, or information that could make an active workflow inaccurate or unsafe.
- Keep workspace credentials confidential and use organization-scoped access only for authorized personnel.

4 Communications, consent, and customer contact

4.1 Customer-directed communications

Customer is responsible for the lawfulness of its communication program, customer lists, campaign purpose, and business instructions. Provider will implement only the approved use cases and may hold or suspend a channel when consent, carrier, identity, safety, or approval evidence is missing or conflicting.

4.2 Telephone and SMS consent

Customer will obtain and maintain all notices, consents, opt-out records, and permissions required for the approved voice and messaging use cases. Customer must honor STOP and other legally required revocation methods. Consent to receive messages is not a condition of purchase unless the law permits and the disclosure expressly says so.

4.3 Emergency and sensitive information

The service is not an emergency service. Workflows may instruct users not to send Social Security, banking, card, password, identification, medical, or other sensitive information. Customer must not configure the service to collect sensitive data unless the parties first approve a separate data-handling plan.

4.4 Provider and carrier rules

Customer use remains subject to telecommunications-provider, carrier, number-verification, messaging-registration, anti-spam, and acceptable-use requirements. Provider may take a channel to Held status to prevent unlawful, unsafe, unverified, or noncompliant activity.

5 Artificial intelligence and automated functions

5.1 Authorized use only

Generated conversational AI, AI summaries, classification, prompts, voice generation, and automated actions are disabled unless the Activation Schedule expressly identifies the function, disclosure language, approved knowledge boundary, escalation route, acceptance evidence, and Active status.

5.2 Human accountability

Customer remains responsible for decisions, offers, representations, advice, service commitments, and follow-up made by its personnel. The service may collect or summarize information, but it must not make financial, credit, funding, legal, medical, employment, housing, insurance, or other high-impact eligibility decisions for Customer.

5.3 Customer materials

Customer is responsible for reviewing the scripts, frequently asked questions, instructions, policies, names, pricing, and other materials supplied for automated responses. Provider may reject instructions that are unlawful, unsafe, deceptive, technically unsupported, or outside the approved service boundary.

6 Telephone numbers and third-party services

6.1 Number strategy

The Order Form and Activation Schedule will identify whether a number is Customer-owned, Provider-managed, forwarded, ported, newly purchased, or shared. Provider-managed numbers remain subject to vendor availability, registration, verification, usage rules, and charges. No number transfer, port, release, or ownership change occurs without written authorization and provider requirements.

6.2 Third-party dependencies

Services may depend on third-party communications, hosting, model, email, authentication, storage, and automation providers. Provider does not control those services and is not responsible for an outage or restriction outside its reasonable control, but will use commercially reasonable efforts to preserve approved fail-closed behavior, audit evidence, and recovery options.

7 Fees, billing, and taxes

7.1 Fees

Customer will pay the recurring fees, setup charges, usage charges, overages, pass-through provider costs, and other amounts stated in the Order Form. Provider will not store full payment-card or bank credentials in the agreement packet.

7.2 Invoicing and payment

Unless the Order Form states otherwise, recurring fees are invoiced in advance and usage or pass-through charges are invoiced in arrears. Amounts are due within fifteen (15) days of invoice. Customer must notify Provider of a good-faith invoice dispute within ten (10) days after receipt and pay undisputed amounts when due.

7.3 Taxes and suspension

Customer is responsible for applicable sales, use, telecommunications, and similar taxes other than taxes on Provider's net income. Provider may suspend affected services after written notice for material nonpayment, legal or provider requirements, security concerns, or a material breach that creates customer or operational risk.

8 Data, privacy, security, and confidentiality

8.1 Customer data

As between the parties, Customer retains ownership of Customer's business information and customer data. Customer grants Provider a limited right to process that information only as necessary to provide, secure, support, audit, and improve the contracted service within the approved scope.

8.2 Data minimization and retention

Provider will use reasonable efforts to minimize payloads, restrict access, preserve audit lineage, and apply the retention or redaction schedule identified in the Activation Schedule. Customer will not submit data the parties have not approved for the service.

8.3 Security

Each party will maintain reasonable administrative, technical, and organizational safeguards appropriate to its role. Customer is responsible for its devices, users, credentials, downstream systems, and exports. No service can guarantee absolute security.

8.4 Confidentiality

Each party will protect the other party's nonpublic business, technical, pricing, security, and customer information using at least reasonable care; use it only to perform or receive the services; and disclose it only to personnel and providers with a need to know and appropriate obligations. These duties do not apply to information that is public through no breach, already lawfully known, independently developed, or lawfully received without restriction.

9 Intellectual property

9.1 Provider materials

Provider retains all rights in EZKall AI, EZKore-adopted standards, software, workflows, templates, prompts, schemas, methods, designs, documentation, configuration frameworks, and improvements, excluding Customer Data and Customer-owned materials.

9.2 Customer materials

Customer retains all rights in its names, marks, content, service information, customer lists, policies, and proprietary materials. Customer grants Provider a limited license to use those materials only to configure and deliver the contracted service.

9.3 Feedback

Customer may provide feedback. Provider may use nonconfidential feedback without restriction, but will not identify Customer publicly or disclose Customer Data without permission.

10 Service assurances and disclaimers

10.1 Professional performance

Provider will perform the services in a professional and workmanlike manner consistent with the applicable agreement documents. Customer's exclusive remedy for a verified breach of this assurance is re-performance of the affected service or, if re-performance is not commercially reasonable, a prorated refund of prepaid fees for the affected period.

10.2 No outcome guarantee

The service supports communication and workflow execution. Provider does not guarantee revenue, sales, leads, bookings, customer responses, ranking, provider approval, telephone-number availability, carrier delivery, or other business outcomes.

10.3 Disclaimer

Except for the express assurance above and to the maximum extent permitted by law, the services are provided as available and Provider disclaims implied warranties of merchantability, fitness for a particular purpose, noninfringement, and uninterrupted or error-free operation.

11 Indemnification and limitation of liability

11.1 Customer indemnity

Customer will defend and indemnify Provider and its personnel from third-party claims arising from Customer's unlawful communication program, customer lists, content, instructions, goods or services, failure to obtain required consent, misuse of the service, or violation of law, except to the extent caused by Provider's breach of this Agreement.

11.2 Provider indemnity

Provider will defend and indemnify Customer from a third-party claim that the unmodified EZKall service, when used as authorized, infringes a United States intellectual-property right. Provider may modify, replace, or terminate the affected service and refund prepaid unused fees if a commercially reasonable remedy is unavailable. This section does not apply to Customer materials, instructions, combinations not supplied by Provider, or continued use after notice.

11.3 Excluded damages

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, goodwill, or data, even if advised of the possibility.

11.4 Liability cap

Except for payment obligations, confidentiality breaches, intellectual-property misuse, indemnification obligations, fraud, willful misconduct, or liabilities that cannot lawfully be limited, each party's total liability arising from the Agreement will not exceed the fees paid or payable by Customer under the affected Order Form during the twelve (12) months preceding the event giving rise to the claim.

12 Term, suspension, and termination

12.1 Term

This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated. Each Order Form states its initial term and renewal arrangement.

12.2 Termination for cause

Either party may terminate an affected Order Form if the other party materially breaches the Agreement and does not cure the breach within thirty (30) days after written notice, or ten (10) days for undisputed nonpayment. Either party may terminate immediately if continued performance would violate law or create an imminent security or safety risk.

12.3 Effect of termination

Customer will pay amounts accrued through termination. Provider will disable active customer workflows in an orderly manner, apply the agreed data-retention or export process, and preserve legally required records. Terms that by nature should survive will survive, including payment, confidentiality, intellectual property, limitations, dispute terms, and accrued rights.

13 General terms

13.1 Governing law and venue

Arizona law governs without regard to conflict-of-law rules. The parties consent to exclusive venue in the state or federal courts located in Pima County, Arizona, except that either party may seek emergency injunctive relief in any court of competent jurisdiction.

13.2 Notices

Legal notices must be sent to the addresses in the Order Form by personal delivery, nationally recognized overnight delivery, certified mail, or email with confirmation of receipt. Operational notices may be sent through the approved workspace or contact channels.

13.3 Assignment

Neither party may assign the Agreement without the other party's prior written consent, except to an affiliate or in connection with a merger, reorganization, or sale of substantially all relevant assets if the assignee accepts the Agreement and is not a direct competitor of the nonassigning party.

13.4 Force majeure

Neither party is liable for delay caused by events beyond its reasonable control, excluding payment obligations. The affected party will give reasonable notice and work to reduce the impact.

13.5 Entire agreement and electronic execution

The Agreement is the complete agreement regarding its subject and replaces prior proposals and discussions. Amendments must be in writing and signed by authorized representatives. Counterparts and agreed electronic signatures may be used. Each party must retain a complete copy that remains accessible and reproducible.

13.6 Severability and waiver

If a provision is unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will continue. A waiver must be written and applies only to the specific instance.

14 Signature record

By signing below, each representative confirms that they are authorized to bind the identified party. This Agreement becomes effective on the date of the last signature below. Customer-specific commercial terms and activation controls are completed in the applicable signed Order Form and Service Activation Schedule.

EZ2 FUND SOLUTIONS LLC	CUSTOMER LEGAL NAME: _____
Authorized signature: _____	Authorized signature: _____
Printed name: _____	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____