

# BLUE COLLAR VOICE – MASTER SERVICES AGREEMENT (Slim v2)

This Agreement is intended for commercial (business) use only.

## Introduction

This Master Services Agreement (“Agreement”) is between Blue Collar Voice LLC (“Provider”) and the customer identified in the Order Form (“Customer”). This Agreement governs Customer’s use of Provider’s AI voice agent services (“Services”). By signing an Order Form, Customer agrees to this Agreement.

## 1. Services

Provider will provide access to its AI-driven voice assistant as described in the Order Form. Customer understands that AI may produce inaccurate results and that all quotes, pricing, availability, and booking confirmations are non-binding until verified by Customer. Provider may update the Services but will not materially reduce core functionality during an active term.

**Free Trials.** If Customer registers for a free trial or proof of concept, the Services are provided “AS IS” during that period. During a trial, Provider does not provide warranties, service level commitments, support commitments, or indemnity obligations. To keep trials fair, Provider may set reasonable usage limits and may throttle, suspend, or terminate a trial for suspected abuse or unusually high usage. Unless Customer cancels before the end of the trial, the subscription will automatically start and the applicable fees will become due. A free trial covers subscription fees only; usage-based telephony/API charges may still apply unless Provider states otherwise in writing.

**No Emergency Services (911).** The Services are not a replacement for 911, emergency dispatch, or life-safety services. Customer is responsible for configuring call flows (including emergency keywords like “gas leak” or “fire”) so emergency situations are immediately transferred to a human or emergency line. Provider disclaims all liability for any failure of the Services to recognize or appropriately handle emergency situations.

## 2. Customer Responsibilities

Customer agrees to: (a) provide accurate business rules and update them as needed; (b) comply with laws regarding call recording, TCPA, biometric consent, and privacy; (c) provide required caller notices; (d) configure emergency-routing instructions; and (e) protect login credentials. Customer must not use the Services for illegal activity, spam, impersonation, or to build a competing product.

## 3. Call Recording, TCPA & Voice Cloning

Customer is solely responsible for obtaining all legally required consents for call recording and automated calls/texts. If Customer provides any voice samples for synthetic voices, Customer represents it has all necessary rights and permissions for those voice samples.

## 4. Fees & Payment

Fees are billed monthly in advance. Payment is automatic via ACH or card. Provider may suspend Services if payment is over 5 days late. Provider may adjust fees upon renewal with 30 days’ notice. Significant third-party telephony or API cost increases may be passed through with notice.

## 5. Term & Termination

The Agreement begins on the Effective Date and renews monthly unless either party provides 30 days' notice. Either party may terminate for uncured material breach.

Provider may suspend or terminate the Services immediately if Provider reasonably believes Customer's use creates a legal, security, fraud, or reputational risk to Provider, or risks Provider's upstream vendors or telecommunications providers.

Upon termination, Customer's access ends and Provider will export Customer Data upon request within 30 days, then delete or de-identify active-system Customer Data within a commercially reasonable time; provided that Provider may retain de-identified or aggregated data as described in Section 6.

## 6. Data Ownership & Use

"Customer Data" means the information and content Customer (or its callers) provide to the Services, including call recordings, transcripts, and related scheduling or contact information. Customer owns Customer Data and grants Provider a license to process it solely to provide the Services and comply with law.

**De-identified / Aggregated Data.** Provider may create and use de-identified or aggregated data derived from Customer Data to operate, maintain, and improve the Services and Provider's models and products. "De-identified" means the data does not reasonably identify Customer or any individual. Provider will not attempt to re-identify de-identified data, except to test its de-identification process. Provider may keep and use de-identified or aggregated data even after termination.

**Deletion.** When Provider deletes Customer Data under Section 5, Provider will delete or de-identify Customer Data in its active systems. Provider is not required to delete or retrain any general models or improvements built using only de-identified or aggregated data.

Provider will use commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of Customer Data.

## 7. Service Levels & Support

Provider aims for 99.9% uptime but does not guarantee uninterrupted service. Support is provided during normal business hours for reasonable usage.

## 8. Intellectual Property

Provider owns all rights to the Services, software, and models. Customer owns its scripts and data. Feedback may be used freely to improve the Services.

## 9. AI Disclaimer; Warranty & Liability Limits

AI may be inaccurate and Customer must supervise outputs. Except as stated, Services are provided "AS IS." Provider is not liable for misquotes, incorrect availability, transcription mistakes, or AI-generated errors.

**Clarification on AI mistakes.** The fact that the AI makes a mistake (including a misquote, scheduling mistake, or transcription error) does not by itself mean Provider acted intentionally wrong or with gross negligence.

**Telecom networks & audio quality.** Customer acknowledges that call performance depends on third-party telecommunications networks and audio quality. Provider is not responsible for performance issues, AI errors, or transcription inaccuracies caused by poor audio quality, background noise, packet loss, or latency in Customer's or end-users' telecommunications networks.

**Integrations.** The Services may interoperate with third-party software (e.g., Google Calendar, CRMs, scheduling tools). Provider is not responsible for any corruption, deletion, or modification of data within such third-party systems caused by the Services, nor for the availability or performance of such integrations. Customer is responsible for its accounts, permissions, and settings in any third-party system.

Neither party is liable for indirect damages. Provider's maximum liability is limited to the fees paid in the preceding 12 months.

## **10. Indemnification**

Customer will indemnify Provider from claims related to Customer Data, failure to obtain consents, call-recording/TCPA/biometric violations, Customer's misuse of the Services, or disputes with Customer's callers. Provider will defend Customer against claims that the Services infringe U.S. IP rights.

## **11. Dispute Resolution (Arbitration)**

Except for small-claims matters, disputes are resolved by binding arbitration in Alameda County, CA. No class actions. Claims must be brought individually.

## **12. General Terms**

California law governs. Neither party is liable for delays caused by events outside reasonable control. Customer may not assign without Provider's consent. Notices may be sent by email. This Agreement and the Order Form constitute the entire agreement.

**Updates to Terms.** Provider may update this Agreement from time to time. If an update is material, Provider will give notice by email or through the Services at least 30 days in advance. The update will apply at the start of the next monthly renewal period (or, if Customer is month-to-month, 30 days after notice). If Customer does not agree to a material update, Customer may cancel before it takes effect. Continued use after the effective date means Customer accepts the updated terms. Updates will not apply retroactively to a dispute that started before the effective date.