

MASTER SERVICE AGREEMENT

AI Omni-Channel Customer Experience Services

This Master Service Agreement (“**Agreement**”) is entered into by and between **LDTeleCom, Inc.**, a Florida corporation with its principal place of business at 2121 Ponce de Leon Blvd Suite 610, Coral Gables, FL 33134 (“**LDTeleCom**,” “**Provider**,” “**we**,” or “**us**”), and the customer executing an Order Form or Service Proposal referencing this Agreement (“**Customer**”).

This Agreement governs Customer’s access to and use of LDTeleCom’s **AI Omni-Channel Customer Experience Services**, including AI voice agents, AI chat agents, analytics, automation, and related services (collectively, the “**Services**”).

1. SCOPE OF SERVICES

1.1 Services Description

LDTeleCom shall provide Customer with access to an AI-powered omni-channel customer engagement platform, including but not limited to:

- AI conversational agents (voice and digital)
- Omni-channel routing (voice, SMS, chat, WhatsApp, social)
- Analytics, quality monitoring, and reporting
- Human escalation workflows where configured

Services are provisioned on a **subscription basis**, subject to the applicable Order Form and **Appendix A (Pricing & Service Description)**.

1.2 No Professional Advice

AI responses generated through the Services are **informational and operational in nature only** and do **not** constitute legal, medical, financial, regulatory, or professional advice.

2. TERM AND TERMINATION

2.1 Term

Unless otherwise stated in an Order Form, the initial term is **twelve (12) months** from the Service Commencement Date (“**Initial Term**”). The Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least **thirty (30) days** prior to the end of the then-current term.

2.2 Early Termination

Customer may not terminate for convenience during the Initial Term. Early termination, if permitted, does **not** relieve Customer of payment obligations for the full term.

2.3 Termination for Cause

Either party may terminate for a material breach not cured within thirty (30) days of written notice.

3. FEES, BILLING, AND PAYMENTS

3.1 Fees

Customer shall pay all fees as outlined in the applicable Order Form and Appendix A.

3.2 Usage-Based Charges

Telecommunications usage (voice, SMS, WhatsApp, carrier services) is billed **in arrears** based on actual consumption and subject to third-party carrier rates.

3.3 No Refunds Except SLA Credits

All fees are **non-refundable**, except as expressly provided under Section 9 (Service Level Agreement).

4. CUSTOMER RESPONSIBILITIES

Customer is solely responsible for:

- Configuration choices and business logic provided to AI agents
 - Accuracy, legality, and compliance of prompts, workflows, and knowledge bases
 - Customer communications, disclosures, and regulatory compliance
 - Monitoring AI outputs and escalation paths
-

5. AI-SPECIFIC DISCLAIMERS

5.1 Probabilistic Nature of AI

Customer acknowledges that AI systems are **probabilistic**, may generate **unexpected, inaccurate, incomplete, or undesired outputs**, and are **not infallible**.

5.2 No Guarantee of Outcomes

LDTeleCom does **not** guarantee:

- Accuracy of AI responses
- Customer satisfaction outcomes
- Revenue impact
- Regulatory compliance of AI-generated interactions

5.3 Human Oversight Recommended

Customer is strongly advised to maintain **human review, escalation, and monitoring**, especially for regulated, sensitive, or high-risk interactions.

5.4 ENTERPRISE AI RISK ACKNOWLEDGMENT

Customer expressly acknowledges and agrees that:

- (a) Artificial intelligence systems, including large language models and conversational AI, operate on probabilistic and statistical methods and **may generate outputs that are inaccurate, incomplete, misleading, offensive, or non-compliant with Customer policies or applicable laws;**
- (b) AI agents deployed under this Agreement **do not possess human judgment, intent, or contextual understanding equivalent to a trained human agent;**
- (c) AI-generated responses may vary across identical inputs and may evolve over time due to model updates, retraining, or third-party changes;
- (d) Customer assumes **full responsibility for determining whether AI interactions are appropriate for regulated, sensitive, or mission-critical use cases**, including but not limited to healthcare, financial services, insurance, legal matters, and payment processing.

LDTeleCom **does not warrant** that AI-generated interactions will comply with any specific regulatory, contractual, ethical, or industry requirements unless expressly stated in writing.

5.5 HUMAN-IN-THE-LOOP REQUIREMENT FOR REGULATED USE

Customer agrees that for regulated interactions (including healthcare, financial transactions, or identity verification), Customer is solely responsible for:

- Configuring **human escalation paths**
- Monitoring AI outputs
- Implementing review, approval, or override mechanisms
- Ensuring legally required disclosures are provided to end users

Failure to implement appropriate human oversight **shall not constitute a breach by LDTeleCom.**

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

6.1 Cap on Liability

LDTeleCom's total liability shall not exceed the **fees paid by Customer in the three (3) months preceding the claim.**

6.2 Excluded Damages

IN NO EVENT SHALL LDTeleCom BE LIABLE FOR:

- Loss of revenue or profits
 - Business interruption
 - Reputational harm
 - AI hallucinations or misinterpretations
 - Third-party claims arising from Customer content or AI behavior
-

7. INDEMNIFICATION

Customer shall indemnify and hold harmless LDTeleCom from any claims arising from:

- AI interactions configured or approved by Customer
 - Customer data, prompts, scripts, or workflows
 - Regulatory or consumer claims related to AI interactions
 - Failure to provide required disclosures to end users
-

8. DATA, PRIVACY, AND SECURITY

8.1 Customer Data

Customer retains ownership of Customer Data. LDTeleCom processes data solely to provide the Services.

8.2 Privacy

Customer acknowledges AI interactions may be logged, analyzed, and stored for quality, analytics, and system improvement purposes.

8.3 Third-Party Platforms

Services may rely on third-party providers (LLMs, carriers, messaging platforms). LDTeleCom is **not responsible** for outages or policy changes imposed by such providers.

9. SERVICE LEVEL AGREEMENT (SLA)

9.1

Uptime Commitment

LDTeleCom guarantees **99.999% platform availability**, excluding:

- Scheduled maintenance
- Force majeure events
- Carrier outages
- Third-party platform failures
- Customer-caused issues

9.2

Service Credit Eligibility

Prorated service credits shall apply **only if**:

- A **single, continuous outage event** causes **more than 20% downtime of daily service availability**
- Downtime is directly attributable to LDTeleCom infrastructure
- Downtime is verified by LDTeleCom monitoring systems

Downtime is non-cumulative. Multiple partial outages do not qualify.

9.3

Exclusive Remedy

Service credits are Customer's **sole and exclusive remedy** for SLA breaches.

10. INTELLECTUAL PROPERTY

All platform technology, AI models, workflows, analytics, and configurations remain the exclusive property of LDTeleCom or its licensors. No rights are granted except as expressly stated.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Florida**, without regard to conflict of law principles. Venue shall lie exclusively in **Miami-Dade County, Florida**.

12. ENTIRE AGREEMENT

This Agreement, together with applicable Order Forms and Appendices, constitutes the entire agreement and supersedes all prior discussions or representations.

REGULATORY, SECURITY & COMPLIANCE FRAMEWORK

13.1 HIPAA (Health Insurance Portability and Accountability Act)

LDTeleCom **does not act as a Covered Entity** under HIPAA.

Where Customer elects to use the Services in connection with **Protected Health Information (PHI)**:

- AI Omni-Channel Services are provided **as a technology platform only**
- LDTeleCom acts, if applicable, as a **Business Associate solely to the extent defined in a separately executed Business Associate Agreement (BAA)**
- No HIPAA obligations are assumed **unless a written BAA is executed by both parties**

Customer is solely responsible for:

- Determining whether PHI is introduced into the system
- Configuring AI agents to avoid unauthorized disclosures
- Obtaining patient consent where required

Absent a signed BAA, Customer shall not input PHI into the Services.

13.2 PCI-DSS (Payment Card Industry Data Security Standard)

The Services are **not designed to store, process, or transmit full cardholder data** unless explicitly stated in writing.

Customer acknowledges and agrees that:

- AI agents **must not solicit, retain, or store full payment card numbers, CVV codes, or sensitive authentication data**
- Payment flows must be redirected to **PCI-compliant third-party payment processors**
- LDTeleCom is **not a payment processor**

Customer bears full responsibility for PCI compliance within its environment, workflows, and integrations.

13.3 ISO / INFORMATION SECURITY ALIGNMENT

LDTeleCom maintains administrative, technical, and organizational safeguards aligned with **industry-recognized security standards**, including controls commonly associated with ISO/IEC 27001 principles.

However:

- This Agreement **does not represent a certification warranty**
 - No representation is made that the Services meet Customer-specific audit, certification, or regulatory thresholds
 - Third-party platforms, carriers, AI model providers, and messaging networks are **outside LDTeleCom's direct control**
-

13.4 DATA SECURITY & AI TRAINING LIMITATIONS

- Customer data is processed solely to provide the Services
- Customer data is **not used to train public AI models**
- Aggregated, anonymized interaction data may be used for system performance, analytics, and improvement

Customer remains responsible for:

- Data classification
 - Retention policies
 - Lawful basis for processing end-user data
-

13.5 REGULATORY CHANGE DISCLAIMER

Laws and regulations governing AI, data protection, automated decision-making, and consumer disclosures are **rapidly evolving**.

LDTeleCom **does not guarantee future compliance** with laws enacted after the Effective Date of this Agreement.

Customer agrees to:

- Monitor regulatory changes
 - Request modifications where required
 - Accept that some AI use cases may become restricted or prohibited over time
-

13.6 NO AUTOMATED DECISION-MAKING LIABILITY

To the maximum extent permitted by law, LDTeleCom shall not be liable for decisions, actions, or outcomes arising from:

- Automated AI interactions
- AI-assisted recommendations
- AI-driven routing or prioritization

Customer remains the **decision-maker of record**.

13.7 SURVIVAL

The provisions of Sections **5, 6, 7, 8, 13**, and all indemnity, limitation of liability, and disclaimer clauses shall survive termination or expiration of this Agreement.
