

Master Services Agreement

HEIR AI, LLC (“HEIR AI”) · **Subscriber:** _____

Effective Date: _____

1. Services

HEIR AI grants Subscriber a non-exclusive, non-transferable license to use **Relay**, an SMS missed-call assistant operated by HEIR AI (“**Service**”). The Service is described in the Terms of Service published at heirai.info/terms (“**ToS**”) and incorporated into this Agreement by reference. In the event of conflict, this Agreement controls.

2. Fees & Payment

Component	Amount	Timing
Setup Fee (one-time)	\$1,000	Due at execution, charged via Stripe
Monthly Retainer	\$500 / month	Billed monthly in advance via Stripe, starting on the date Relay goes live for Subscriber
Included usage	800 conversations / month	—
Overage rate	\$0.00 / conversation	All conversation overage absorbed by HEIR AI

All amounts in US Dollars. Payment is via Stripe-stored payment method authorized at execution. Late payments accrue at 1.5% per month or the legal maximum, whichever is lower. Except as provided in Section 3 (60-Day Performance Guarantee), all Fees are non-refundable except where required by applicable mandatory law.

3. 60-Day Performance Guarantee

The standard. If, during the first sixty (60) days after Relay goes live for Subscriber, Relay delivers fewer than **five (5) Qualified Leads**, HEIR AI will refund **100% of all Fees paid by Subscriber**, including the Setup Fee.

Qualified Lead means a single SMS conversation, initiated by a consumer who called Subscriber’s registered number and did not reach a person, that Relay records in its database with a final outcome of **BOOKED** or

EMERGENCY. Each conversation counts once regardless of length. Repeat contacts from the same phone number within any seven (7) day period count as one Qualified Lead.

Why five. Five recovered service calls at typical Florida trade rates exceeds the \$2,000 payable in the first sixty days. The threshold is the point at which the Service has paid for itself.

Verification. The count is taken from HEIR AI's conversation records, which include the full transcript, timestamp, and phone number of every conversation. HEIR AI will provide the complete record on request. Either party may inspect it; the record governs.

Conditions. The Guarantee applies only if, for the full sixty (60) days: (a) Subscriber's calls were forwarded to the Relay number as configured at go-live; (b) Subscriber did not disable, disconnect, or redirect the Relay number or its webhooks; and (c) Subscriber did not instruct HEIR AI to pause the Service. If Subscriber interrupts the Service, the sixty-day period pauses and resumes when service is restored.

How to claim. Email hello@heirai.info within fifteen (15) days of the end of the sixty-day period. HEIR AI will issue the refund to the original payment method within ten (10) business days. Claiming the Guarantee terminates this Agreement.

Not a guarantee of revenue. The Guarantee measures Qualified Leads delivered, not jobs won, revenue earned, or profit. Whether a Qualified Lead becomes paid work depends on Subscriber's own follow-up, pricing, and close rate, which HEIR AI does not control.

4. Term & Termination

This Agreement begins on the Effective Date and continues on a **month-to-month** basis. Either party may terminate on **thirty (30) days written notice** to hello@heirai.info. Termination ends Subscriber's access to the Service at the end of the current billing period. HEIR AI will export Subscriber's data on written request within thirty (30) days of termination.

5. Subscriber Responsibilities

Subscriber represents and warrants that (a) Subscriber is authorized to act on behalf of the business identified above; (b) Subscriber will comply with the SMS compliance terms in Section 6 of the ToS, including TCPA, 10DLC, and carrier policies; (c) Subscriber will provide accurate business information for prompt configuration; and (d) Subscriber will honor opt-out requests forwarded by Relay.

6. HEIR AI Responsibilities

HEIR AI will (a) provision a dedicated Twilio number for Subscriber within seven (7) business days of carrier approval; (b) complete 10DLC Brand + Campaign registration on Subscriber's behalf; (c) configure prompt voice, FAQs, and business hours per Subscriber's input; (d) connect Google Calendar and configure webhook

delivery to Subscriber's CRM via Zapier; (e) provide ongoing prompt tuning, monitoring, and a bi-weekly 30-minute rejuvenation call as described in [REJUVENATION_AGENDA.md](#).

7. Confidentiality

Each party will protect the confidentiality of non-public business information shared by the other in connection with the Service. Obligations survive termination for two (2) years.

8. Limitation of Liability

HEIR AI's total cumulative liability under or relating to this Agreement is limited to the fees paid by Subscriber in the twelve (12) months preceding the claim, or one hundred dollars (US\$100), whichever is greater. Neither party is liable for indirect, incidental, consequential, or punitive damages. Full disclaimers in ToS Sections 12 and 13.

9. Indemnification

Subscriber will defend, indemnify, and hold harmless HEIR AI from claims arising from Subscriber's breach of this Agreement, misuse of the Service, or violation of any law in operating Subscriber's business. Full terms in ToS Section 14.

10. Governing Law & Disputes

This Agreement is governed by the laws of the State of Florida. Any dispute is resolved by binding arbitration under AAA Commercial Arbitration Rules in Miami-Dade County, Florida. Class actions are waived.

11. Entire Agreement

This Agreement, together with the ToS, Privacy Policy (heirai.info/privacy), and SMS Terms (heirai.info/sms-terms), constitutes the entire agreement between the parties and supersedes all prior agreements.

Signatures

HEIR AI, LLC

By: _____ · Date: _____

Name: Diop Davis · Title: Founder

Subscriber

Business name: _____

By: _____ · Date: _____

Name: _____ · Title: _____

Email: _____ · Mobile: _____

Business address: _____

EIN: _____