

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)	\$2,000	Due at execution, charged via Stripe
Monthly Retainer	\$1,000 / 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.

3. 60-Day Setup Fee Guarantee

If, within sixty (60) calendar days of Subscriber’s go-live date, Subscriber determines in good faith that Relay has not paid for itself through revenue generated from leads delivered, Subscriber may request a refund of the Setup Fee by emailing hello@heirai.info with the subject “Setup Fee Refund Request.” HEIR AI will issue the refund within fifteen (15) business days. Monthly Retainer payments for months already used are non-refundable.

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: _____