

Master Services Agreement

The Master Services Agreement (“Agreement”) is entered into between Nocona Automated Solutions LLC (“Provider”) and the client identified in the applicable Service order (“Client”).

Services

Provider supplies call-handling, automation, transcription, scheduling, and communication services using cloud telephony platforms, artificial intelligence systems, and related tools.

Third-Party Services

Provider utilizes third-party service providers including but not limited to telecommunications and infrastructure providers such as Twilio. Client acknowledges that service availability depends on such third-party systems, and provider is not responsible for outages or failures caused by third parties.

Call Processing and AI use

Provider processes telephone communications using third-party telecommunications services. This may include generation of transcripts, summaries, and structured data derived from the customer interactions for the purpose of providing scheduling and communication services.

Call audio is not stored by the provider. Transcription data and derived output (including summaries and structured records) may be temporarily processed and stored only as necessary to deliver the service.

Provider utilizes third-party artificial intelligence systems to generate summaries, responses, and other automated outputs.

Client Compliance

Client is responsible for ensuring compliance with all applicable laws and regulations related to call recording, telecommunications, SMS messaging, and customer communications, including obtaining any required consents.

Data Ownership

All customer communication data and outputs generated through the service belong to the client. Provider processes such data solely on behalf of client as a service provider.

Fees and Payment

Client agrees to pay all fees as specified in the applicable Service Order. Fees are billed monthly in advance unless otherwise stated. Payment is due upon receipt. Provider may suspend or terminate services for non-payment.

Service Disclaimer

Services are provided on an “as is” and “as available” basis. Provider does not guarantee uninterrupted operation, error-free performance, or consistent availability of third-party systems.

Limitation of Liability

To the maximum extent permitted by law, Provider disclaims all liability for any damages arising out of or related to the services, including but not limited to indirect, incidental, consequential, special, or punitive damages, loss of profits, loss of revenue, missed calls, scheduling errors, or business interruption.

Provider is not responsible for any loss of profits or damage to client reputation due to ill-configured fields that are responsible for guiding providers’ scheduling algorithms and third party artificial intelligence and telecommunications systems, or any actions that violate the provider’s acceptable use and messaging policy.

Indemnification

Client agrees to indemnify and hold harmless Provider from any claims, damages, or liabilities arising from Client’s failure to obtain required consents or comply with applicable laws related to communications, call handling, or messaging activities conducted through the services.

Termination

Either party may terminate this Agreement for any reason by providing written notice prior to the start of the next billing cycle. Termination will be effective at the end of the current billing cycle. No refunds will be provided for partial billing periods.

Provider may suspend or terminate services for non-payment or misuse.

Governing Law

This Agreement shall be governed by the laws of the State of Texas.