

Master Subscription Agreement

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This Master Subscription Agreement ("Agreement") is a binding contract between the customer executing an Order Form ("Customer," "you," or "your") and Legacy Universal Solutions LLC ("Company," "we," "us," or "our"), the provider of the Billing Sidekick platform.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT.[1, 2] IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.[3]

This Agreement governs your acquisition and use of our Services.

1. Definitions

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- **"Agreement"** means this Master Subscription Agreement and any policies or addenda incorporated by reference.
- **"AUP"** means the Acceptable Use Policy, available at [Link to AUP] (<https://billingsidekick.com/aup?>).
- **"Customer Data"** means all electronic data or information submitted by or for Customer to the Services.
- **"Documentation"** means the applicable service documentation and user guides made available to you by us.
- **"DPA"** means the Data Processing Addendum, available at <https://billingsidekick.com/dpa>.
- **"Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between you and us.

- **"Privacy Policy"** means the Privacy Policy, available at <https://billingsidekick.com/privacy>.
- **"Services"** means the products and services that are ordered by you under an Order Form and made available online by us, including the Billing Sidekick platform and any associated AI-powered features.[4]
- **"SLA"** means the Service Level Agreement, available at <https://billingsidekick.com/sla>.
- **"Subscription Term"** means the period during which you have agreed to subscribe to the Service.
- **"Users"** means individuals who are authorized by you to use the Services, for whom you have purchased a subscription, and to whom you have supplied user identifications and passwords.

2. Our Responsibilities

2.1. Provision of Services. We will (a) make the Services available to you pursuant to this Agreement and the applicable Order Forms [5]; (b) provide our standard support for the Services to you at no additional charge [6]; and (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond our reasonable control (force majeure).[6]

2.2. Protection of Customer Data. We will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data, as described in our Security Measures documentation.[5]

3. Use of Services

3.1. Subscriptions. Unless otherwise provided in the applicable Order Form, Services are purchased as subscriptions for the term stated in the Order Form.[6]

3.2. Usage Limits. Services are subject to usage limits, including, for example, the

quantities specified in Order Forms. If you exceed a contractual usage limit, we may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you will execute an Order Form for additional quantities of the applicable Services promptly upon our request, and/or pay any invoice for excess usage.

3.3. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement and the AUP; (b) be responsible for the accuracy, quality, and legality of Customer Data [5]; (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify us promptly of any such unauthorized access or use [5]; and (d) use Services only in accordance with this Agreement, the Documentation, the AUP, and applicable laws and government regulations.[1]

3.4. Restrictions. You will not (a) make any Service available to anyone other than Users; (b) sell, resell, license, sublicense, distribute, rent or lease any Service [7]; (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material [7]; (d) use a Service to store or transmit malicious code; (e) interfere with or disrupt the integrity or performance of any Service; or (f) attempt to gain unauthorized access to any Service or its related systems or networks.[8]

4. Fees and Payment

4.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term.[7, 9]

4.2. Invoicing and Payment. You are responsible for providing complete and accurate billing and contact information to us.[5] Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form.

4.3. Overdue Charges. If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower [7], and/or (b) we may condition future

subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section.

4.4. Suspension of Service. If any charge owing by you is 24 hours or more overdue, we may, without limiting our other rights and remedies, suspend Services until such amounts are paid in full.[6]

4.5. Taxes. Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder.[1]

5. Proprietary Rights and Licenses

5.1. Reservation of Rights. We and our licensors reserve all of our/their right, title, and interest in and to the Services, including all of our/their related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.[10, 4]

5.2. License by You to Host Your Data. You grant us a worldwide, limited-term license to host, copy, transmit, and display your Customer Data, as reasonably necessary for us to provide the Services in accordance with this Agreement.[5]

5.3. License by You to Use Feedback. You grant to us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into our services any suggestion, enhancement request, recommendation, correction, or other feedback provided by you or Users relating to the operation of our services.[11, 4]

6. Confidentiality

6.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that

reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Customer Data; Our Confidential Information includes the Services and their underlying technology and performance information.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).[6] The Receiving Party will (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.[9]

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.[9]

7. Warranties and Disclaimers

7.1. Our Warranties. We warrant that (a) the Services will perform materially in accordance with the applicable Documentation, and (b) the Services will be provided in a manner consistent with generally accepted industry standards.[9, 1]

7.2. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.[1, 4]

8. Special Terms for AI Features

8.1. AI as an Assistive Tool. The AI-powered features of the Service, including the RAG chatbot and any generated content ('Output'), are provided for informational and organizational purposes only. They are not, and are not intended to be, a substitute for professional legal, financial, or insurance adjusting advice from a qualified professional.

8.2. No Guarantee of Accuracy. Output is generated by artificial intelligence. We make no representation or warranty as to the accuracy, completeness, or reliability of any Output. Output may contain errors, inaccuracies, or reflect outdated information.[12, 4]

8.3. Customer Responsibility. You are solely and exclusively responsible for reviewing, independently verifying, and approving all Output before any use or submission to any third party. The final decision to submit any insurance claim, and the content of that claim, rests entirely with you, and you assume all risk associated with such decisions.

9. Mutual Indemnification

9.1. Indemnification by Us. We will defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that your use of a Service as permitted hereunder infringes or misappropriates a third party's intellectual property rights (a "Claim Against You"), and will indemnify you for any damages finally awarded against you in connection with any such Claim Against You.[13]

9.2. Indemnification by You. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that (a) your Customer Data, or your use of Customer Data with the Services, or (b) your use of the Services in breach of this Agreement or the AUP, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against

Us”), and will indemnify us for any damages finally awarded against us in connection with any such Claim Against Us.[9, 8]

10. Limitation of Liability

10.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.[10]

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.[6, 14]

11. Term and Termination

11.1. Term of Agreement. This Agreement commences on the date you first accept it and continues until all subscriptions hereunder have expired or have been terminated.

11.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice of non-renewal at least 30 days before the end of the relevant subscription term.[6]

11.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days

written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.[15]

11.4. Data Portability and Deletion. Upon request by you made within 30 days after the effective date of termination or expiration of this Agreement, we will make your Customer Data available to you for export or download. After such 30-day period, we will have no obligation to maintain or provide any Customer Data, and will thereafter delete or destroy all copies of your Customer Data in our systems or otherwise in our possession or control, unless legally prohibited.[6]

12. General Provisions

12.1. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services shall be instituted exclusively in the federal or state courts located in Virginia.[4]

12.2. Dispute Resolution. All disputes arising out of this Agreement shall be resolved exclusively through binding arbitration held in Virginia.[4] However, either party may seek injunctive or other equitable relief in a court of competent jurisdiction for intellectual property claims or breaches of data security.[4]

12.3. Notices. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery or (b) the second business day after mailing.[6] Notices to us shall be addressed to: Legacy Universal Solutions LLC, 13603 Ellendale Dr, Chantilly, VA 20151, Email: stefano@xleadpro.com.[4]

12.4. Entire Agreement. This Agreement, including all exhibits and addenda incorporated by reference, is the entire agreement between you and us regarding your use of Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.