

Managed Services Master Services Agreement

EFFECTIVE DATE	LAST UPDATED
September 1, 2026	September 1, 2026

This Managed Services Master Services Agreement (the “**Agreement**”) is between **Capital Connect Solutions, Corp., a Washington corporation doing business as CapConnect (“CapConnect”)** and the legal entity identified in an Order Form or signature block (“**Client**”). It governs professional, operational, marketing, sales-development, appointment-setting, calling, messaging, lead-generation, automation, consulting, implementation, data, and related managed services.

1. Parties, Purpose, and Contract Structure

The contract consists of each mutually executed Order Form or Statement of Work (“**SOW**”), this Agreement, the Mutual Nondisclosure Agreement if executed, the Data Processing Addendum where applicable, and incorporated service policies. Conflict order is: (a) a signed SOW, but only for the conflicting commercial or service term; (b) a signed negotiated addendum; (c) the Data Processing Addendum for personal-data processing; (d) this Agreement; and (e) online policies. A purchase order does not modify the contract. Only the named entities are parties.

2. Services and Statements of Work

CapConnect will provide only the services expressly described in a signed SOW. Each SOW should identify scope, service period, fees, included volumes or hours, deliverables, assumptions, Client dependencies, reporting, service channels, and any acceptance criteria. Items not expressly included are excluded. Estimates, roadmaps, campaign targets, forecasts, and timelines are planning assumptions, not guarantees. CapConnect may use employees, affiliates, and subcontractors and remains responsible for performance of the contracted services.

CapConnect may determine the means, methods, sequencing, tooling, staffing, location, and internal processes used to perform the Services, subject to the SOW and law. CapConnect may replace assigned personnel with reasonably qualified personnel and may suspend any instruction or activity presenting legal, security, safety, reputational, provider-policy, or operational risk.

3. Client Responsibilities and Dependencies

Client will timely provide accurate information, decisions, approvals, lawful data, system access, credentials, brand materials, product claims, pricing, calendars, suppression records, and personnel cooperation reasonably required. Client is responsible for its products, offers, fulfillment, closing, sales representations, customer relationships, and business decisions. Dates and performance obligations are equitably adjusted for Client delay, incomplete inputs, changed requirements, third-party outages, or matters outside CapConnect’s reasonable control. Client will designate an authorized representative whose approvals CapConnect may rely upon.

4. Personnel; No Individual Liability

CapConnect alone recruits, selects, contracts with, compensates, supervises, evaluates, schedules, disciplines, and may replace its personnel. Client may communicate desired outcomes, priorities, factual requirements, and reasonable access or safety rules, but will not represent that CapConnect personnel are Client employees, promise them compensation or employment, direct unlawful conduct, or exercise employer-type control. The Parties are independent contractors; no employment, worker, joint-employer, agency, partnership, fiduciary, franchise, or joint-venture relationship is created.

No CapConnect employee, officer, director, owner, agent, representative, affiliate worker, or contractor (“**Protected Person**”) is a party, guarantor, or provider of services in an individual capacity. To the maximum extent permitted by law, Client will assert contract, tort, statutory, equitable, or other claims relating to the Services solely against Capital Connect Solutions, Corp., and not against a Protected Person. Client releases Protected Persons from personal liability for acts or omissions within the scope of their CapConnect duties, except to the extent a release is prohibited by law or a final judgment establishes that person’s fraud or willful misconduct. Nothing limits a worker’s independent rights or immunizes unlawful conduct.

5. Personnel Non-Circumvention and Conversion

During an applicable SOW and for twelve (12) months afterward, Client will not intentionally bypass CapConnect by directly soliciting for employment or independent engagement a CapConnect worker who was specifically introduced to Client through the Services and materially assigned to Client during the preceding six months. This restriction does not apply to general advertisements not targeted at that worker, unsolicited applications, persons with whom Client documents a pre-existing recruiting relationship, or conduct protected by law. It does not prohibit any person from pursuing or accepting lawful work.

Client may directly engage such a worker with CapConnect’s prior written consent. Unless otherwise stated in the SOW, the Parties will in good faith agree on a reasonable conversion fee reflecting documented recruiting, onboarding, training, replacement, transition, and lost-assignment costs. This Section is intended only to protect CapConnect’s legitimate investment in personnel specifically deployed for Client, must be construed narrowly, and will not be enforced where prohibited or to restrain lawful worker mobility. It is not an agreement between competitors to allocate workers or restrict compensation.

6. Fees, Billing, and Taxes

Client will pay the fees, retainers, usage charges, overages, approved expenses, minimum commitments, and other amounts in each SOW, without setoff or deduction except as required by law. Unless stated otherwise, recurring fees are billed in advance, usage and expenses in arrears, invoices are due upon receipt and delinquent after fifteen (15) days, and fees are non-cancelable and non-refundable once the applicable service period begins. Late balances may accrue the lesser of 1.5% per month or the maximum lawful rate, plus reasonable collection costs. Client is responsible for taxes other than taxes on CapConnect’s net income. CapConnect may suspend Services after reasonable notice for overdue undisputed amounts.

7. Change Control and Acceptance

Either Party may request a change. No change to scope, volume, timeline, staffing model, deliverables, or fees is binding until documented in a written change order or amended SOW accepted by authorized representatives. Unless a SOW provides objective acceptance criteria, deliverables are accepted when delivered. Where criteria apply, Client must identify specific material nonconformities within five (5) business days; CapConnect’s reasonable correction is the exclusive acceptance remedy. Continued use constitutes acceptance.

8. Intellectual Property and Data Rights

Each Party retains its pre-existing and independently developed technology, materials, data, trademarks, know-how, and intellectual property (“**Background IP**”). CapConnect owns its software, prompts, workflows, automations, automation logic, methods, scripts, playbooks, processes, templates, tools, APIs, architecture, models, scoring methods, campaign systems, improvements, reusable components, generalized skills, and know-how, whether used before or developed while providing Services (“**CapConnect Materials**”). No ownership transfers by implication.

Client owns Client-provided data and materials. Upon full payment, Client receives the ownership or license to specifically identified final deliverables stated in the SOW. Unless the SOW expressly assigns a deliverable, CapConnect grants Client a perpetual, non-exclusive, non-transferable license to use the delivered work product internally for its business. CapConnect retains embedded Background IP and CapConnect Materials and grants only the rights necessary to use the paid deliverable. Client grants CapConnect a limited license to use Client materials and data to perform, secure, support, and

improve the Services, subject to confidentiality and the Data Processing Addendum. CapConnect may use aggregated or de-identified operational insights that do not identify Client or an individual.

9. Confidentiality and Security

Each Party will protect the other's Confidential Information using reasonable care, use it only to perform or receive the Services, and disclose it only to representatives with a need to know and binding confidentiality duties. Standard exclusions and legally compelled disclosure procedures apply. Trade secrets remain protected while legally qualifying as trade secrets; other Confidential Information remains protected for five years after disclosure. CapConnect will maintain reasonable administrative, technical, and physical safeguards appropriate to the Services. The Mutual Nondisclosure Agreement controls where it affords greater protection.

10. Compliance and Client Instructions

Each Party will comply with laws applicable to its own business and performance. Client represents that it has all rights, consents, permissions, notices, lawful bases, and suppression practices necessary for all lists, contacts, recordings, scripts, claims, domains, sender identities, credentials, and instructions it supplies or approves. Client is responsible for determining the lawfulness of its targeting, offers, campaigns, calls, texts, emails, recordings, AI uses, and sales claims, including TCPA, telemarketing, do-not-call, CAN-SPAM, privacy, consumer-protection, industry, carrier, and platform requirements.

CapConnect may reject, pause, modify, or require substantiation for instructions or content creating material legal, security, safety, harassment, discrimination, provider-policy, or reputational risk. Client will not direct or permit abusive, discriminatory, retaliatory, unsafe, or unlawful treatment of CapConnect personnel and will promptly address reported concerns.

11. Representations, Warranties, and Disclaimers

Each Party represents that it has authority to enter the contract. CapConnect warrants it will perform professional services in a professional and workmanlike manner consistent with generally accepted industry practices. Client's exclusive remedy for breach of this warranty is re-performance of the affected Services if Client gives reasonably detailed notice within thirty days.

EXCEPT AS EXPRESSLY STATED, SERVICES, DELIVERABLES, DATA, RECOMMENDATIONS, AND OUTPUTS ARE PROVIDED "AS IS." CAPCONNECT DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING. CAPCONNECT DOES NOT GUARANTEE LEAD QUANTITY OR QUALITY, CONTACT RATES, APPOINTMENTS, ATTENDANCE, CONVERSION, REVENUE, PROFITS, FUNDING, DELIVERABILITY, PLATFORM AVAILABILITY, LEGAL COMPLIANCE OF CLIENT'S BUSINESS, OR THIRD-PARTY ACTIONS. AUTOMATED AND AI OUTPUTS MAY BE INCOMPLETE OR INACCURATE AND REQUIRE APPROPRIATE HUMAN REVIEW.

12. Indemnification

Client will defend, indemnify, and hold harmless CapConnect and its Protected Persons from third-party claims, investigations, penalties, losses, and reasonable attorneys' fees arising from: Client data or materials; Client products, offers, fulfillment, promises, or instructions; Client's breach of law or the contract; alleged infringement by Client-provided materials; unlawful outreach, recording, privacy, consent, suppression, or marketing practices; Client systems or credentials; or harassment, discrimination, retaliation, unsafe conditions, or misconduct by Client personnel. CapConnect will defend Client against a third-party claim that an unmodified CapConnect-created final deliverable, when used as authorized, infringes a U.S. copyright or patent, and may modify, replace, procure rights for, or terminate the affected item with a pro-rated refund. Indemnification requires prompt notice, control of defense by the indemnifying Party, and reasonable cooperation; no settlement may admit fault or impose nonmonetary obligations on the protected Party without consent.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, BUSINESS, SAVINGS, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. EACH PARTY'S AGGREGATE LIABILITY ARISING FROM AN SOW WILL NOT EXCEED FEES PAID OR PAYABLE UNDER THAT SOW DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. The cap does not limit Client payment obligations, misuse of the other Party's intellectual property or Confidential Information, Client indemnification obligations, or liability that cannot lawfully be limited. Limitations apply regardless of theory and allocate negotiated risk.

14. Term, Suspension, and Termination

This Agreement continues until terminated on thirty days' notice when no SOW remains active. Each SOW continues for its stated term and renews only as stated there. Either Party may terminate for material breach not cured within ten days after written notice, immediately for insolvency or illegality, or as otherwise stated in a SOW. CapConnect may suspend immediately for security threats, unlawful or abusive use, danger to personnel, provider demands, or material reputational risk. Termination does not relieve accrued payment obligations; committed fees and approved wind-down costs remain due except where termination results solely from CapConnect's uncured material breach. Sections concerning payment, IP, confidentiality, indemnities, limitations, personnel, disputes, and general terms survive.

15. Non-Exclusivity and Publicity

Unless a SOW expressly states otherwise, each Party may work with others, including competitors, provided it does not misuse Confidential Information. Neither Party may use the other's name, logo, marks, personnel, testimonials, relationship, or results in public announcements, customer lists, case studies, marketing, or publicity without prior written consent.

16. Disputes and Equitable Relief

The Parties will first attempt good-faith executive resolution. This Agreement is governed by Washington law without conflict rules. Exclusive venue and jurisdiction lie in state or federal courts in Spokane County, Washington. Unauthorized use of Confidential Information, intellectual property, systems, credentials, or personnel relationships may cause irreparable harm; an affected Party may seek appropriate equitable relief in any court of competent jurisdiction without waiving other remedies.

17. General Terms

Neither Party may assign the contract without consent, except to an affiliate or successor in a merger, financing, reorganization, change of control, or sale of substantially all relevant assets, with written assumption. Neither Party is liable for delay caused by events beyond reasonable control, except payment obligations. Notices to CapConnect must be sent to legal@capconnectsolutions.com and 522 W Riverside Ave #6608, Spokane, WA 99201; notices to Client go to its SOW notice address. If a term is unenforceable it is modified only as necessary, and the remainder survives. Waiver must be written. Amendments must be signed or electronically accepted by authorized representatives. The contract is the entire agreement and may be executed in counterparts and electronically.

18. Electronic Acceptance and Signatures

Each signer represents authority to bind the entity identified below. Electronic signatures and authenticated electronic acceptance are equivalent to originals. Acceptance records may include document title and hash, entity, signer identity, title, email, date and time, account, and IP address.

CAPITAL CONNECT SOLUTIONS, CORP.

d/b/a CapConnect

By / Signature: _____

Signer Name: _____

Title: _____

Email: _____

Date: _____

CLIENT LEGAL ENTITY

Entity Name: _____

By / Signature: _____

Signer Name: _____

Title: _____

Email: _____

Date: _____

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Capital Connect Solutions, Corp. d/b/a CapConnect

522 W Riverside Ave #6608, Spokane, WA 99201

legal@capconnectsolutions.com

Questions about this document may be sent to legal@capconnectsolutions.com.