

Master Services Agreement

Version: 1.0

Effective Date: June 30, 2026

This Master Services Agreement is entered into by and between:

LeadPipelines:

[LEGAL ENTITY NAME], operating as **LeadPipelines**

[MAILING ADDRESS]

Alberta, Canada

Email: **[legal@leadpipelines.com]**

and

Customer:

[CUSTOMER LEGAL NAME]

[CUSTOMER ADDRESS]

Email: **[CUSTOMER EMAIL]**

LeadPipelines and Customer may each be referred to as a "Party" and together as the "Parties."

This Agreement governs LeadPipelines' provision of CRM setup, funnel setup, marketing automation, booking workflows, payment workflows, email/SMS workflows, managed services, software subscriptions, and related services to Customer.

1. Definitions

In this Agreement:

"Agreement" means this Master Services Agreement, together with any applicable Order Form, Statement of Work, Data Processing Agreement, exhibits, schedules, and incorporated policies.

"Account" means any CRM account, workspace, sub-account, portal, login, dashboard, or related account created, configured, or managed for Customer.

"Customer Data" means any data, records, contacts, leads, prospects, CRM entries, form submissions, messages, calendar data, files, campaign data, payment workflow data, notes, tags, call data, and other information submitted to, uploaded to, collected through, or processed by the Services on behalf of Customer.

“Customer Content” means any text, copy, images, videos, logos, branding, offers, advertisements, landing page content, email content, SMS content, phone scripts, form content, campaign materials, and other materials provided, approved, or used by Customer.

“Deliverables” means the specific work product, configurations, workflows, forms, funnels, pages, automations, templates, CRM setup, documentation, or other items LeadPipelines agrees to provide under an Order Form or Statement of Work.

“DPA” means a Data Processing Agreement entered into by the Parties, if applicable.

“End User” means any lead, prospect, customer, website visitor, message recipient, contact, or other individual who interacts with Customer through the Services.

“Fees” means all amounts payable by Customer under this Agreement or any Order Form, including setup fees, subscription fees, managed service fees, usage fees, messaging fees, payment-processing fees, platform fees, pass-through fees, taxes, and reimbursable expenses.

“Order Form” means any written or electronic order, proposal, invoice, checkout, package description, quote, subscription agreement, or similar document accepted by Customer that describes Services, Fees, term, scope, or other commercial terms.

“Platform” means the CRM, automations, forms, funnels, workflows, calendars, messaging tools, payment workflows, integrations, dashboards, reporting tools, and related systems made available through LeadPipelines or its third-party providers.

“Services” means all services provided by LeadPipelines, including setup services, managed services, software access, CRM configuration, funnel setup, automation setup, booking setup, payment workflow setup, messaging workflow setup, support, consulting, and related services.

“Statement of Work” or **“SOW”** means a document that describes the specific scope, deliverables, timeline, fees, dependencies, assumptions, acceptance criteria, and other project-specific terms for Services.

“Third-Party Services” means third-party platforms, vendors, software, APIs, infrastructure, processors, carriers, payment providers, email providers, SMS providers, booking tools, hosting providers, analytics tools, and other external services used with or through the Services.

2. Agreement Structure and Order of Priority

This Agreement provides the general legal and commercial framework between the Parties.

Specific Services will be described in one or more Order Forms or Statements of Work.

If there is a conflict between documents, the following order of priority applies, unless expressly stated otherwise:

1. Order Form or Statement of Work
2. Data Processing Agreement, but only for data-processing matters
3. This Master Services Agreement
4. LeadPipelines Terms of Service
5. LeadPipelines Privacy Policy
6. Other incorporated policies or service descriptions

No purchase order, vendor portal term, procurement term, or other Customer-provided document will modify this Agreement unless expressly signed by LeadPipelines.

3. Services

LeadPipelines will provide the Services described in the applicable Order Form or SOW.

Services may include:

- CRM setup
- GoHighLevel / HighLevel configuration
- Lead intake system setup
- Landing page and funnel setup
- Form setup
- Pipeline setup
- Automation setup
- Missed-call text-back setup
- Email workflow setup
- SMS workflow setup
- Booking and calendar workflow setup
- Stripe or payment workflow setup
- Contact import assistance
- Basic reporting setup
- Managed CRM support
- Managed automation support
- Technical troubleshooting
- Training or onboarding
- Related consulting services

LeadPipelines will use commercially reasonable efforts to provide the Services in a professional manner and substantially in accordance with the applicable Order Form or SOW.

LeadPipelines does not provide legal, tax, accounting, financial, regulatory, or compliance advice.

4. Statements of Work and Order Forms

Each Order Form or SOW should describe, where applicable:

- Services purchased
- Deliverables
- Fees
- Payment schedule
- Subscription term
- Project timeline
- Customer dependencies
- Access requirements
- Assumptions
- Out-of-scope items
- Revision limits
- Acceptance criteria
- Support scope
- Any special terms

An Order Form or SOW may be accepted by signature, electronic signature, online checkout, invoice payment, email approval, or other written confirmation.

5. Customer Responsibilities

Customer must provide timely cooperation, access, information, approvals, credentials, assets, content, and decisions reasonably required for LeadPipelines to provide the Services.

Customer is responsible for:

- Its business operations
- Its products and services
- Its offers, prices, guarantees, representations, and advertising claims
- Its Customer Content
- Its Customer Data
- Its contact lists and lead sources
- Its marketing, email, SMS, phone, and automation activity
- Its legal compliance
- Its privacy notices, consent language, and unsubscribe processes
- Its staff, contractors, admins, users, and connected accounts
- Its domain, DNS, email, payment, calendar, and website access
- Its approval of workflows, messages, automations, forms, pages, funnels, and campaigns
- Maintaining proof of consent where required
- Honouring opt-outs, unsubscribes, STOP requests, and suppression lists

Customer delays, missing information, failed access, late approvals, or unavailable third-party accounts may extend timelines and do not relieve Customer of payment obligations.

6. Access, Credentials, and Admin Control

Customer may need to provide LeadPipelines with access to accounts, platforms, domains, DNS settings, email systems, payment processors, calendars, CRM systems, advertising accounts, or other third-party tools.

Customer is responsible for ensuring that:

- Access provided to LeadPipelines is authorized
- Credentials are accurate and current
- Customer has rights to grant access
- Admin permissions are managed appropriately
- Former employees and contractors are removed promptly
- Multi-factor authentication is enabled where available
- Sensitive credentials are not shared insecurely

LeadPipelines is not responsible for losses caused by Customer's failure to secure its own accounts, users, permissions, devices, emails, passwords, domains, DNS, payment accounts, or connected Third-Party Services.

7. Change Control

Any material change to scope, deliverables, timelines, platform stack, integrations, messaging volume, support requirements, or assumptions must be documented in a written change order, revised SOW, additional Order Form, or written approval by both Parties.

LeadPipelines may charge additional Fees for:

- Additional pages
- Additional funnels
- Additional forms
- Additional automations
- Additional integrations
- Additional revisions
- Additional meetings
- Additional imports
- Additional troubleshooting
- Additional copywriting
- Emergency support
- Out-of-scope support
- Work caused by Customer changes
- Work caused by third-party changes
- Work outside the applicable SOW

LeadPipelines is not required to begin out-of-scope work until the Parties agree on the additional Fees and scope.

8. Deliverable Review and Acceptance

Customer must review Deliverables promptly.

Unless an Order Form or SOW states otherwise, Deliverables are deemed accepted when the first of the following occurs:

1. Customer approves the Deliverable in writing;
2. Customer uses the Deliverable in a live business setting;
3. Customer allows the Deliverable to remain live or active;
4. Customer fails to identify material non-conformance within five business days after delivery.

Customer may request correction of a Deliverable only where it materially fails to conform to the applicable SOW.

Revisions do not include changes to strategy, taste, preference, offer, business model, third-party platform decisions, or scope unless expressly included in the applicable SOW.

9. Fees

Customer must pay all Fees described in the applicable Order Form, SOW, invoice, checkout, or written agreement.

Fees may include:

- One-time setup fees
- Implementation fees
- Monthly subscription fees
- Managed service fees
- Usage-based fees
- SMS, phone, carrier, and telecom fees
- Email fees
- Platform fees
- Payment-processing fees
- Third-party software fees
- Reimbursable expenses
- Taxes

Unless expressly stated otherwise:

- Setup fees are due upfront

- Subscription fees are billed in advance
 - Usage-based fees may be billed in arrears
 - Taxes are additional
 - Fees are non-refundable
 - Payment obligations are non-cancelable once work begins or a billing period starts
 - Customer must maintain a valid payment method on file where required
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10. Payment Terms

Unless an Order Form states otherwise, invoices are due upon receipt.

LeadPipelines may require automatic payment by credit card, debit card, bank transfer, or another approved payment method.

Customer authorizes LeadPipelines and its payment processors to charge Customer's payment method for all Fees due.

If payment is late, failed, reversed, disputed, or charged back, LeadPipelines may:

- Suspend Services
- Pause project work
- Disable access
- Withhold Deliverables
- Stop support
- Retry the payment method
- Require updated payment information
- Charge late fees where lawful
- Recover chargeback fees, processor fees, collection costs, and legal fees
- Terminate this Agreement or the applicable Order Form

Customer must not initiate a chargeback or payment dispute for valid amounts owed without first contacting LeadPipelines in good faith to resolve the issue.

11. Taxes

Customer is responsible for all applicable taxes, duties, levies, and governmental charges, except taxes based on LeadPipelines' net income.

If LeadPipelines is required to collect tax, Customer must pay the tax in addition to the applicable Fees.

If Customer is tax-exempt, Customer must provide valid exemption documentation before Fees are invoiced or charged.

12. Term and Renewal

This Agreement begins on the Effective Date and continues until terminated under this Agreement.

Each Order Form or SOW begins on the date stated in that document or, if no date is stated, when accepted by Customer.

Unless an Order Form states otherwise:

- Setup Services continue until completed, terminated, or abandoned;
- Monthly subscriptions renew month-to-month;
- Managed services renew month-to-month;
- Cancellation takes effect at the end of the then-current billing period.

Customer remains responsible for all Fees incurred before cancellation or termination becomes effective.

13. Cancellation

Customer may cancel a month-to-month subscription or managed service by giving written notice to LeadPipelines at [\[support@leadpipelines.com\]](mailto:support@leadpipelines.com).

Unless an Order Form states otherwise, cancellation becomes effective at the end of the then-current billing period.

Setup fees, implementation fees, prepaid fees, and current-period subscription fees are non-refundable unless LeadPipelines agrees otherwise in writing.

Cancellation does not cancel amounts already owed or pass-through usage charges already incurred.

14. Third-Party Services

Customer acknowledges that the Services may depend on Third-Party Services, including but not limited to:

- GoHighLevel / HighLevel
- Twilio
- Mailgun / Sinch
- Stripe
- Calendly
- Domain providers
- DNS providers
- Hosting providers
- Email providers
- Phone providers
- SMS carriers

- Payment processors
- Analytics providers
- Support tools
- Other integrations or software vendors

Third-Party Services may be subject to separate terms, policies, fees, usage limits, compliance requirements, technical limits, outages, feature changes, API changes, suspension, termination, or provider enforcement.

LeadPipelines does not control Third-Party Services and is not liable for:

- Third-party outages
- Provider downtime
- Provider policy enforcement
- Carrier filtering
- SMS blocking
- Email filtering
- Inbox placement issues
- Payment holds
- Account reviews
- Platform feature changes
- Provider price changes
- API changes
- Vendor termination
- Refusal by providers to process certain messages, payments, data, or campaigns

LeadPipelines may modify, suspend, replace, or discontinue parts of the Services as needed due to Third-Party Service changes, provider requirements, legal risks, compliance risks, technical limits, or business reasons.

15. Marketing, SMS, Email, and Outreach Compliance

Customer is solely responsible for ensuring that its marketing, outreach, email, SMS, phone, calendar, booking, form, funnel, review request, and automation activities comply with all applicable laws, regulations, and provider policies.

Customer represents and warrants that:

- Its contact lists are lawfully collected
- It has all required consents, permissions, and legal bases
- It can prove consent where required
- It will maintain accurate consent records
- It will not upload unlawful contact lists
- It will not use purchased, rented, scraped, harvested, or transferred consent lists where prohibited
- Its messages will identify the sender where required
- Its messages will include unsubscribe or opt-out mechanisms where required

- It will honour STOP, unsubscribe, opt-out, do-not-contact, and suppression requests
- It will not re-enroll opted-out contacts without lawful authorization
- It will not send spam, misleading content, prohibited content, or unlawful messages
- Its campaigns, offers, claims, and messages are accurate and lawful
- Its use of the Services will comply with applicable Third-Party Service policies

LeadPipelines may suspend, restrict, block, or terminate messaging, email, phone, automation, import, or campaign functionality if Customer's use creates legal, compliance, carrier, provider, deliverability, payment, security, reputational, or operational risk.

16. SMS-Specific Requirements

Where Customer uses SMS, missed-call text-back, phone, review requests, appointment reminders, or similar communication workflows, Customer is responsible for:

- Obtaining required opt-in consent
- Using clear opt-in language
- Identifying the business sending the message
- Maintaining consent proof
- Supporting STOP, UNSUBSCRIBE, HELP, and similar commands where required
- Maintaining suppression lists
- Avoiding prohibited content
- Avoiding deceptive, abusive, or high-complaint campaigns
- Complying with campaign registration, carrier rules, and provider rules
- Ensuring that reminders, follow-ups, review requests, and promotions are lawful

LeadPipelines may block, pause, disable, or refuse SMS functionality if required by law, provider rules, carrier requirements, complaint levels, opt-out rates, deliverability issues, or risk concerns.

17. Email-Specific Requirements

Where Customer uses email functionality, Customer is responsible for:

- Using lawful email lists
- Maintaining proof of consent where required
- Including required sender identification
- Including unsubscribe mechanisms where required
- Honouring unsubscribes promptly
- Maintaining bounce, complaint, and suppression hygiene
- Avoiding spam traps, purchased lists, scraped lists, or deceptive subject lines
- Complying with applicable email-provider and anti-spam policies

LeadPipelines may block, pause, disable, or refuse email functionality where Customer's use creates spam, deliverability, legal, provider, or reputational risk.

18. Privacy and Data Protection

Each Party will comply with privacy and data protection laws applicable to that Party.

Customer is responsible for:

- Providing required privacy notices
- Obtaining required consents
- Establishing lawful bases for processing
- Responding to End User privacy requests where Customer controls the data
- Ensuring that Customer Data may lawfully be provided to LeadPipelines
- Ensuring that Customer's use of the Services complies with applicable privacy laws

Where LeadPipelines processes personal information on behalf of Customer, Customer is generally the party deciding the purposes and means of processing.

Where required, the Parties may enter into a Data Processing Agreement.

If there is a conflict between this Agreement and a signed DPA regarding data-processing matters, the DPA controls for those matters.

19. Cross-Border Processing

Customer acknowledges that Customer Data and personal information may be processed, stored, accessed, or transferred in Canada, the United States, and other jurisdictions where LeadPipelines or Third-Party Services operate.

Customer is responsible for ensuring that its use of the Services and transfer of Customer Data complies with applicable privacy, data protection, and cross-border transfer laws.

20. Security

LeadPipelines will use reasonable administrative, technical, and organizational safeguards designed to protect Customer Data under LeadPipelines' control.

These safeguards may include:

- Access controls
- Role-based permissions
- Password protection
- Multi-factor authentication where available
- Secure administrative access
- Logging and monitoring
- Backup and recovery controls

- Vendor review
- Internal access restrictions
- Incident response procedures

Customer is responsible for securing its own systems, users, devices, accounts, passwords, domains, DNS, email systems, payment processors, and connected Third-Party Services.

No system, transmission, or storage method is completely secure. LeadPipelines does not guarantee absolute security.

21. Security Incidents and Privacy Breaches

If LeadPipelines becomes aware of a security incident or privacy breach involving Customer Data under LeadPipelines' control, LeadPipelines will take reasonable steps to contain, investigate, document, and remediate the incident.

Where legally required or commercially appropriate, LeadPipelines will notify Customer without undue delay after confirming that a reportable incident involving Customer Data has occurred.

Customer is responsible for assessing and fulfilling its own notification obligations to End Users, regulators, customers, or other parties where Customer controls the affected data.

LeadPipelines may delay notice where necessary to investigate, prevent further harm, comply with law enforcement, comply with legal obligations, or avoid increasing security risk.

22. Data Ownership and Use Rights

Customer retains ownership of Customer Data and Customer Content.

Customer grants LeadPipelines a limited license to access, process, host, copy, transmit, display, use, back up, troubleshoot, modify, and otherwise handle Customer Data and Customer Content as reasonably necessary to:

- Provide the Services
- Configure and maintain the Platform
- Provide support
- Process payments
- Send communications
- Operate automations
- Improve service functionality
- Maintain security
- Prevent abuse
- Comply with law
- Enforce agreements

- Work with Third-Party Services

LeadPipelines may use aggregated, anonymized, or de-identified information for analytics, benchmarking, service improvement, training, reporting, and business purposes, provided it does not identify Customer or any individual.

23. LeadPipelines Intellectual Property

LeadPipelines and its licensors retain all rights, title, and interest in and to:

- The Services
- The Platform
- Pre-existing materials
- Templates
- Standard workflows
- Standard automations
- Standard forms
- Standard funnels
- Setup methods
- Processes
- Documentation
- Training materials
- Know-how
- Software
- Designs
- Systems
- Generalized strategies and methods
- Improvements and derivative works

Customer receives only the rights expressly granted in this Agreement or an Order Form.

Unless expressly stated otherwise in an Order Form, Customer receives a limited, non-exclusive, non-transferable, revocable license to use the configured services and Deliverables during the applicable subscription or service term.

24. Custom Deliverables

Unless an Order Form expressly states that ownership is assigned to Customer, Custom Deliverables are licensed to Customer for use in Customer's own business during the applicable term, subject to payment of all Fees.

Customer may not resell, sublicense, distribute, copy, reverse engineer, or commercially exploit LeadPipelines' templates, workflows, automations, systems, processes, or other materials except as expressly authorized in writing.

LeadPipelines may reuse general skills, ideas, concepts, methods, workflows, templates, structures, and know-how developed while providing Services, provided LeadPipelines does not disclose Customer's confidential information.

25. Customer Content

Customer is solely responsible for Customer Content.

Customer represents and warrants that Customer Content:

- Is accurate
- Is lawful
- Does not violate third-party rights
- Does not infringe intellectual property rights
- Does not contain deceptive claims
- Does not violate advertising, marketing, consumer protection, privacy, or industry-specific laws
- Has been reviewed and approved by Customer before publication, sending, or use

LeadPipelines may refuse, remove, suspend, or disable Customer Content that LeadPipelines believes violates this Agreement, applicable law, provider policies, or acceptable use requirements.

26. Confidentiality

Each Party may receive confidential or non-public information from the other Party.

Confidential information may include:

- Business information
- Customer Data
- Customer Content
- Pricing
- Credentials
- Financial information
- Technical information
- Platform information
- Campaign information
- Strategy
- Systems
- Security information
- Trade secrets
- Non-public plans or methods

Each Party must:

- Use reasonable care to protect the other Party's confidential information
- Use confidential information only as needed to perform under this Agreement
- Limit disclosure to employees, contractors, advisors, vendors, or service providers who need access and are subject to confidentiality obligations
- Not disclose confidential information to unauthorized parties

Confidentiality obligations do not apply to information that:

- Is publicly available without breach
- Was already known without restriction
- Is independently developed
- Is lawfully received from a third party
- Must be disclosed by law, court order, regulator, or government authority

A Party required to disclose confidential information by law must provide notice to the other Party where legally permitted.

27. Acceptable Use

Customer must not use the Services to:

- Violate any law
- Violate any third-party right
- Send spam or unlawful messages
- Send deceptive, misleading, fraudulent, or abusive content
- Upload unlawful, inaccurate, or improperly obtained data
- Harass, threaten, defame, or abuse others
- Promote illegal products or services
- Impersonate another person or business
- Misrepresent affiliation, authority, or endorsement
- Interfere with service security or performance
- Reverse engineer, scrape, copy, or misuse the Platform
- Circumvent usage limits, billing systems, security controls, or access controls
- Upload malware, malicious code, or harmful files
- Use the Services for sensitive, regulated, or high-risk data without written approval
- Use the Services in a way that harms LeadPipelines, its vendors, other customers, carriers, payment processors, or End Users

LeadPipelines may investigate suspected violations and may suspend, restrict, or terminate access where LeadPipelines believes a violation has occurred.

28. Sensitive Data and Restricted Use Cases

The Services are not designed for highly sensitive or regulated data unless LeadPipelines expressly agrees in writing.

Customer must not upload, collect, process, or transmit the following through the Services unless LeadPipelines has approved the use case in writing:

- Health information
- Financial account information
- Government identification numbers
- Children's information
- Biometric information
- Criminal record information
- Precise location data
- Special-category personal data
- Other data requiring heightened legal protection

LeadPipelines may reject, suspend, or terminate any use case that creates unacceptable legal, security, vendor, carrier, or operational risk.

29. No Guaranteed Results

Customer acknowledges that LeadPipelines does not guarantee any specific business, marketing, revenue, legal, compliance, or technical outcome.

LeadPipelines does not guarantee:

- Number of leads
- Lead quality
- Number of booked appointments
- Close rate
- Conversion rate
- Revenue
- Profit
- Return on investment
- Search ranking
- Advertising performance
- Email deliverability
- Inbox placement
- SMS deliverability
- Carrier approval
- Payment approval
- Platform approval
- End User attendance

- End User response
- Legal compliance outcome
- Uninterrupted service availability

Customer remains responsible for its sales process, fulfilment, offers, staff, customer service, legal compliance, and business results.

30. Service Levels and Support

LeadPipelines will provide support as described in the applicable Order Form or SOW.

Unless expressly stated otherwise in writing, LeadPipelines does not guarantee any specific uptime, response time, resolution time, support availability, or service level.

Any service level commitment excludes issues caused by:

- Third-Party Services
- Provider downtime
- Carrier filtering
- Email filtering
- Payment processor action
- Customer configuration changes
- Customer misuse
- Customer's unavailable access or credentials
- Customer's domain, DNS, email, calendar, or payment systems
- Force majeure events
- Internet routing issues
- API changes
- Abuse enforcement
- Beta features
- Maintenance
- Security events
- Legal or compliance restrictions

LeadPipelines may charge additional Fees for out-of-scope, emergency, after-hours, or custom support.

31. Insurance

LeadPipelines will maintain commercially reasonable insurance coverage appropriate for its stage of business and the Services provided.

Upon reasonable written request, LeadPipelines may provide evidence of insurance coverage, subject to confidentiality and insurer limitations.

Customer is responsible for maintaining insurance appropriate for its own business, industry, campaigns, data, products, services, and legal exposure.

32. Suspension

LeadPipelines may suspend or restrict Services immediately if:

- Customer fails to pay amounts owed
- Customer violates this Agreement
- Customer creates legal, compliance, security, vendor, carrier, payment, or reputational risk
- Customer sends or attempts to send unlawful, abusive, or high-risk messages
- Customer uses unlawful contact lists
- A Third-Party Service suspends, limits, or restricts functionality
- Customer's use threatens service security, availability, or integrity
- LeadPipelines is required to do so by law, provider policy, regulator, carrier, payment processor, or court order

Suspension does not relieve Customer of payment obligations.

33. Termination for Convenience

Either Party may terminate this Agreement for convenience by giving 30 days' written notice if no active Order Form or SOW remains in effect.

Customer may cancel month-to-month subscriptions or managed services as described in the applicable Order Form.

Termination of this Agreement does not automatically terminate active Order Forms unless the Order Form states otherwise.

34. Termination for Cause

Either Party may terminate this Agreement or an affected Order Form if the other Party materially breaches this Agreement and fails to cure the breach within 10 business days after written notice.

LeadPipelines may terminate immediately if Customer:

- Fails to pay amounts owed
- Uses the Services unlawfully or abusively
- Violates marketing, SMS, email, privacy, or acceptable use requirements
- Uses unlawful or prohibited contact lists
- Creates risk for LeadPipelines or its vendors

- Misuses LeadPipelines' or vendor systems, brands, infrastructure, or services
 - Becomes insolvent or ceases business operations
 - Is subject to account, carrier, vendor, payment, or regulatory enforcement that materially affects the Services
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35. Effect of Termination

Upon termination or expiration:

- Customer's right to access the Services ends
 - LeadPipelines may stop work
 - LeadPipelines may disable accounts, workflows, automations, forms, funnels, and integrations
 - LeadPipelines may stop support
 - Customer must pay all unpaid Fees
 - Customer must stop using LeadPipelines materials except as expressly permitted
 - Each Party must return or destroy confidential information where reasonably required, subject to legal and backup retention
 - Sections intended to survive will survive
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36. Data Export, Transition, and Deletion

Customer is responsible for exporting Customer Data before cancellation or termination where export functionality is available.

Upon written request and subject to payment of all Fees, LeadPipelines may provide reasonable transition assistance at LeadPipelines' then-current rates.

After termination, LeadPipelines may delete, disable, restrict, or retain Customer Data according to its ordinary business practices, legal obligations, backup cycles, vendor limitations, security needs, and dispute-resolution needs.

LeadPipelines is not responsible for loss of Customer Data after termination, suspension, non-payment, account closure, vendor deletion, or Customer's failure to export data.

37. Warranties

LeadPipelines warrants that it will perform Services in a professional manner and substantially in accordance with the applicable Order Form or SOW.

Customer's sole remedy for breach of this warranty is for LeadPipelines to use commercially reasonable efforts to re-perform the affected Services.

Customer warrants that:

- It has authority to enter into this Agreement
 - It will comply with applicable laws
 - It has rights to provide Customer Data and Customer Content
 - It has required consents, permissions, and legal bases
 - Its use of the Services will comply with this Agreement
 - Its Customer Content and campaigns are lawful and non-infringing
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38. Disclaimers

Except as expressly stated in this Agreement, the Services and Deliverables are provided on an “as is” and “as available” basis to the maximum extent permitted by law.

LeadPipelines disclaims all warranties, representations, and conditions, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, accuracy, uninterrupted operation, error-free operation, deliverability, or results.

LeadPipelines does not warrant that:

- The Services will meet Customer’s expectations
 - The Services will be uninterrupted, secure, or error-free
 - Messages will be delivered
 - Emails will reach inboxes
 - SMS messages will avoid carrier filtering
 - Payments will be approved
 - Leads will convert
 - Appointments will show up
 - Customer will generate revenue
 - Third-Party Services will remain available or unchanged
 - Customer’s use of the Services will satisfy legal requirements
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39. Customer Indemnity

Customer will defend, indemnify, and hold harmless LeadPipelines, its owners, officers, employees, contractors, agents, vendors, and service providers from and against any claims, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable legal fees, arising out of or related to:

- Customer’s business
- Customer’s products or services
- Customer’s use of the Services
- Customer Data
- Customer Content
- Customer’s contact lists or lead sources

- Customer’s marketing, email, SMS, phone, or automation activity
 - Customer’s failure to obtain required consent
 - Customer’s failure to honour opt-outs or unsubscribes
 - Customer’s violation of privacy, anti-spam, telemarketing, consumer protection, advertising, or industry-specific laws
 - Customer’s violation of Third-Party Service terms or policies
 - Customer’s breach of this Agreement
 - Customer’s infringement or violation of third-party rights
 - Claims by End Users, recipients, leads, prospects, customers, regulators, carriers, providers, or payment processors relating to Customer’s business or campaigns
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40. LeadPipelines IP Indemnity

LeadPipelines will defend Customer against a third-party claim alleging that LeadPipelines’ proprietary Deliverables, as provided by LeadPipelines and used by Customer in accordance with this Agreement, directly infringe that third party’s Canadian intellectual property rights.

LeadPipelines has no obligation for claims arising from:

- Customer Content
- Customer Data
- Customer instructions
- Customer modifications
- Third-Party Services
- Open-source materials
- Materials provided by Customer
- Combination with items not provided by LeadPipelines
- Use outside the scope of this Agreement
- Continued use after LeadPipelines provides a replacement or workaround

LeadPipelines may resolve an infringement claim by modifying, replacing, licensing, or terminating the affected Deliverable or Service.

41. Limitation of Liability

To the maximum extent permitted by law, LeadPipelines will not be liable for any indirect, incidental, special, consequential, exemplary, punitive, or enhanced damages, including lost profits, lost revenue, lost business, lost goodwill, lost data, replacement services, business interruption, or lost opportunities.

To the maximum extent permitted by law, LeadPipelines’ total aggregate liability arising out of or relating to this Agreement, any Order Form, any SOW, the Services, or the Deliverables will not exceed the greater of:

1. The amount paid by Customer to LeadPipelines for the affected Services in the 12 months before the event giving rise to the claim; or

2. CAD \$1,000.

This limitation applies regardless of legal theory, including contract, tort, negligence, strict liability, statute, or otherwise.

42. Liability Carve-Outs

The limitation of liability does not limit:

- Customer's payment obligations
- Customer's indemnity obligations
- Customer's liability for unlawful marketing, spam, consent failures, or privacy violations
- Customer's misuse of Third-Party Services
- Customer's infringement of LeadPipelines intellectual property
- Either Party's liability for fraud, intentional misconduct, or liability that cannot be limited by law

For confidentiality or security claims against LeadPipelines, LeadPipelines' total aggregate liability will not exceed two times the ordinary liability cap unless prohibited by law or expressly stated otherwise in an Order Form.

43. Force Majeure

LeadPipelines is not liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, labour disputes, internet failures, power failures, cyberattacks, war, terrorism, civil unrest, government action, pandemics, carrier issues, provider outages, payment processor issues, API changes, third-party platform failures, or other events beyond LeadPipelines' reasonable control.

44. Dispute Resolution

Before starting a formal legal proceeding, the Parties will make reasonable good-faith efforts to resolve disputes informally.

A Party must first provide written notice describing the dispute, the requested resolution, and relevant supporting details.

The Parties will attempt to resolve the dispute through business-level discussion within 15 business days after notice.

Nothing prevents either Party from seeking urgent injunctive relief, protecting confidential information, protecting intellectual property, enforcing payment obligations, or preventing misuse of systems or data.

45. Governing Law and Forum

This Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta, without regard to conflict-of-law principles.

The Parties agree to the exclusive jurisdiction of the courts located in Alberta, Canada, unless LeadPipelines chooses another court of competent jurisdiction to seek injunctive relief, collect unpaid amounts, or protect intellectual property, confidential information, security, or system integrity.

46. Notices

LeadPipelines may provide notices by email, account dashboard, invoice message, website posting, or other reasonable method.

Customer may provide notices to LeadPipelines at:

[legal@leadpipelines.com]

Legal notices to LeadPipelines must be sent to:

[LEGAL ENTITY NAME]

[MAILING ADDRESS]

Alberta, Canada

Email: **[legal@leadpipelines.com]**

Customer is responsible for keeping contact information accurate.

47. Assignment

Customer may not assign or transfer this Agreement without LeadPipelines' prior written consent.

LeadPipelines may assign this Agreement in connection with a merger, acquisition, reorganization, financing, sale of assets, corporate transaction, or transfer of business operations.

48. Subcontractors

LeadPipelines may use employees, contractors, subcontractors, advisors, vendors, and Third-Party Services to provide the Services.

LeadPipelines remains responsible for its own obligations under this Agreement, subject to the limitations and exclusions in this Agreement.

49. Independent Contractors

The Parties are independent contractors.

This Agreement does not create a partnership, joint venture, employment relationship, franchise, fiduciary relationship, or agency relationship.

Neither Party may bind the other except as expressly authorized in writing.

50. No Exclusivity

This Agreement does not prevent LeadPipelines from providing similar services to other businesses, including businesses in the same or similar industries, provided LeadPipelines does not misuse Customer's confidential information.

51. Publicity

LeadPipelines may identify Customer as a customer in its marketing materials, website, portfolio, case studies, or sales materials unless Customer objects in writing.

LeadPipelines will not disclose Customer's confidential performance data, private business information, or non-public campaign results without Customer's consent.

52. Waiver

Failure to enforce any provision of this Agreement does not waive the right to enforce that provision later.

53. Severability

If any provision of this Agreement is found invalid, unlawful, or unenforceable, the remaining provisions will remain in effect.

The invalid provision will be modified to the minimum extent necessary to make it enforceable, if permitted by law.

54. Electronic Signatures and Counterparts

This Agreement, Order Forms, SOWs, and related documents may be signed electronically and in counterparts.

Electronic signatures, online acceptance, email approval, invoice payment, or other electronic acceptance methods may be used to form binding agreements where permitted by law.

55. Entire Agreement

This Agreement, together with applicable Order Forms, SOWs, DPAs, exhibits, schedules, and incorporated policies, forms the entire agreement between the Parties regarding the Services.

It replaces all prior or contemporaneous understandings, discussions, proposals, or representations regarding the Services, except to the extent expressly preserved in a signed written agreement.

56. Survival

The following sections survive expiration or termination:

- Fees and payment obligations
 - Customer responsibilities
 - Third-party services
 - Marketing, SMS, email, and outreach compliance
 - Privacy and data protection
 - Data ownership and use rights
 - Intellectual property
 - Confidentiality
 - Acceptable use
 - No guaranteed results
 - Disclaimers
 - Indemnities
 - Limitation of liability
 - Dispute resolution
 - Governing law and forum
 - Any other section that by its nature should survive
-

Exhibit A — Statement of Work Template

This Statement of Work is entered into under the Master Services Agreement between LeadPipelines and Customer.

1. Customer

Customer Legal Name: [CUSTOMER LEGAL NAME]

Primary Contact: [NAME]

Email: [EMAIL]

Phone: [PHONE]

Business Website: [WEBSITE]

2. Services Purchased

Customer is purchasing the following Services:

- CRM setup
- Funnel / landing page setup
- Intake form setup
- Pipeline setup
- Calendar / booking setup
- Stripe / payment workflow setup
- Missed-call text-back setup
- Email automation setup
- SMS automation setup
- Contact import assistance
- Managed CRM support
- Managed automation support
- Other: [DESCRIBE]

3. Deliverables

LeadPipelines will provide:

1. [DELIVERABLE 1]
2. [DELIVERABLE 2]
3. [DELIVERABLE 3]
4. [DELIVERABLE 4]

4. Out-of-Scope Items

Unless expressly added in writing, the following are out of scope:

- Legal review
- Compliance review
- Advertising spend
- Ad account management
- SEO
- Custom software development
- Custom API development

- Copywriting beyond listed deliverables
- Graphic design beyond listed deliverables
- Unlimited revisions
- Emergency support
- Third-party account recovery
- Work caused by Customer's unauthorized changes

5. Customer Responsibilities

Customer must provide:

- Domain/DNS access
- Brand assets
- Logo files
- Business information
- Offer details
- Pricing details
- Service area details
- Calendar access
- Stripe/payment access, if applicable
- CRM access, if applicable
- Email/domain access, if applicable
- Approved message content
- Approved form and funnel content
- Lawful contact lists, if imports are requested
- Required consent proof, where applicable

6. Timeline

Estimated start date: [DATE]

Estimated completion date: [DATE]

Timelines depend on Customer providing timely access, information, approvals, and payment.

7. Fees

Setup fee: \$[AMOUNT]

Monthly subscription: \$[AMOUNT]

Managed service fee: \$[AMOUNT]

Usage fees: [DESCRIBE]

Taxes: Additional where applicable

Payment schedule: [DESCRIBE]

8. Revisions

Included revisions: [NUMBER]

Revisions are limited to correcting material non-conformance with this SOW unless otherwise agreed in writing.

9. Acceptance

Deliverables are deemed accepted under the Master Services Agreement unless this SOW states different acceptance criteria.

10. Special Terms

[INSERT ANY SPECIAL TERMS]

11. Signatures

LeadPipelines

By: ____

Name: ____

Title: ____

Date: ____

Customer

By: ____

Name: ____

Title: ____

Date: ____

Exhibit B — Minimum Customer Compliance Requirements

Customer must comply with the following minimum requirements when using LeadPipelines Services:

1. Customer must only upload or use lawful contact lists.
2. Customer must maintain proof of consent where required.
3. Customer must not use purchased, rented, scraped, harvested, or transferred consent lists where prohibited.
4. Customer must identify the sender where required.
5. Customer must include unsubscribe or opt-out mechanisms where required.
6. Customer must honour STOP, unsubscribe, opt-out, do-not-contact, and suppression requests.
7. Customer must not send spam, fraudulent, deceptive, abusive, or prohibited content.
8. Customer must not use the Services for sensitive or regulated data without written approval.
9. Customer must approve all forms, funnels, campaigns, workflows, and messages before launch.
10. Customer must maintain its own privacy policy, terms, consent language, and compliance notices where required.

Exhibit C — Signature Page

The Parties agree to this Master Services Agreement as of the Effective Date.

LeadPipelines

[LEGAL ENTITY NAME]

By: ____

Name: ____

Title: ____

Date: ____

Customer

[CUSTOMER LEGAL NAME]

By: ____

Name: ____

Title: ____

Date: ____