

KLINIQ

MASTER SERVICE AGREEMENT

(MSA)

This Master Service Agreement ("MSA") is entered into by and between **Kliniq LLC**, a Florida limited liability company, with its principal office at 650 NE 32nd Street, Unit 2206, Miami FL 33137 ("Kliniq"), and _____ ("Client"), effective as of _____ ("Effective Date").

Kliniq LLC and Client may each be referred to individually as a "Party" and collectively as the "Parties."

1. INCORPORATION OF TERMS

1.1 Client's access to and use of Kliniq LLC's services is governed by this MSA and the Kliniq Terms of Service ("TOS"), available at <https://kliniq.tech/legal/tos>, along with all incorporated exhibits and policies referenced herein.

1.2 In the event of any inconsistency between this MSA and any exhibit or incorporated document, the provisions most protective of Kliniq LLC shall prevail.

2. SCOPE OF SERVICES

2.1 Services Provided. Kliniq shall provide software, automation, and business services as described in applicable order forms, proposals, or project statements executed by the Parties.

2.2 Service Level Acknowledgement (SLA). Client acknowledges that all services are subject to Kliniq's SLA, located at <https://kliniq.tech/legal/sla>, which is incorporated herein by reference.

2.3 Acceptable Use Policy (AUP). Client's use of the Services must comply with Kliniq's AUP, located at <https://kliniq.tech/legal/aup>, which is incorporated herein by reference.

2.4 Onboarding Form (Exhibit F). Client shall complete the Onboarding Form attached as Exhibit F and/or available at <https://kliniq.tech/legal/onboarding-form>. The executed Exhibit F governs setup, credentials, and preferences, and forms an integral part of this Agreement.

3. FEES AND PAYMENT

3.1 Fees. Client agrees to pay all fees and charges as specified in the applicable order form or statement of work.

3.2 Invoicing and Payment Terms. Unless otherwise agreed, invoices are due within fifteen (15) days of receipt. Late payments may incur a 1.5% monthly finance charge or the maximum rate allowed by law.

3.3 Automatic Billing Authorization. Client authorizes Kliniq LLC to charge the primary and backup payment methods provided in Exhibit F for all fees due under this Agreement.

3.4 Suspension of Service. Kliniq reserves the right to suspend services for overdue accounts until full payment is received.

4. PRIVACY AND DATA

4.1 Privacy Policy. Kliniq's collection and use of Client data is governed by the Privacy Policy located at <https://kliniq.tech/legal/privacy>.

4.2 Data Processing Agreement (DPA). Where applicable, the Kliniq DPA located at <https://kliniq.tech/legal/dpa> shall apply and is incorporated by reference.

4.3 Compliance. Kliniq shall maintain compliance with applicable data protection laws, including HIPAA and GDPR, as required for Client's operations.

5. CONFIDENTIALITY

5.1 Each Party agrees to maintain in strict confidence all non-public information disclosed by the other Party in connection with this Agreement.

5.2 Confidential information shall not include information that (a) is or becomes publicly available through no fault of the receiving Party; (b) was lawfully in the possession of the receiving Party before disclosure; or (c) is independently developed by the receiving Party.

6. INTELLECTUAL PROPERTY

6.1 All intellectual property rights in Kliniq's software, processes, designs, and related materials remain the sole property of Kliniq LLC.

6.2 Client receives a limited, non-exclusive, non-transferable license to use the Services for its internal business purposes only.

6.3 No transfer of ownership or implied license shall occur except as expressly provided in writing.

7. WARRANTIES AND DISCLAIMERS

7.1 Kliniq warrants that it will perform the Services in a professional and workmanlike manner.

7.2 Except as expressly stated, the Services are provided "AS IS" without warranties of any kind, whether express, implied, statutory, or otherwise.

8. LIMITATION OF LIABILITY

8.1 In no event shall Kliniq's total liability exceed the amounts paid by Client under this Agreement in the twelve (12) months preceding the claim.

8.2 Kliniq shall not be liable for any indirect, incidental, special, or consequential damages, including loss of data, profits, or goodwill.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with this section.

9.2 Either Party may terminate this Agreement with thirty (30) days' written notice.

9.3 Upon termination, Client shall immediately cease use of all Kliniq Services and pay any outstanding fees due.

10. ENTIRE AGREEMENT

10.1 This MSA, together with its exhibits (A–F), constitutes the entire agreement between the Parties. In the event of a conflict, the more protective provision for Kliniq LLC shall govern.

10.2 Order of Precedence: (1) MSA, (2) TOS, (3) DPA, (4) Privacy Policy, (5) AUP, (6) SLA, (7) Onboarding Form.

EXHIBIT REFERENCE TABLE

Exhibit	Title	Location	Purpose
A	Acceptable Use Policy (AUP)	kliniq.tech/legal/aup	Platform usage rules
B	Data Processing Agreement (DPA)	kliniq.tech/legal/dpa	Data handling and compliance
C	Privacy Policy	kliniq.tech/legal/privacy	Data collection and rights
D	Service Level Acknowledgement (SLA)	kliniq.tech/legal/sla	Scope and disclaimers
E	Terms of Service (TOS)	kliniq.tech/legal/tos	Core business terms
F	Client Onboarding Form	kliniq.tech/legal/onboarding-form	Client setup and configuration

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Master Service Agreement as of the Effective Date.

Kliniq LLC

By: Pretish Patel
Title: Founder & CEO

Signature:

Date:

Client

By: _____
Title: _____

Signature:

Date:

EXHIBIT F — CLIENT ONBOARDING FORM

This form is part of the Master Service Agreement (MSA) between Kliniq LLC and the Client. Please complete all sections carefully. The information you provide will be used to set up your services correctly.

SECTION 1 — BUSINESS INFORMATION

Legal Business Name: _____

DBA (if any): _____

Main Contact Person: _____

Contact Email: _____

Contact Phone: _____

Authorized Signer (Name and Title): _____

Clinic or Office Address: _____

Time Zone: _____

SECTION 2 — SERVICE OFFER DETAILS

Offer Name: _____

Main result or benefit you provide to patients: _____

Ideal patient profile: _____

What does this offer include: _____

Standard Price:	_____	Promo Price:	_____
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Payment or Financing Options: _____

Refund or Cancellation Policy: _____

SECTION 3 — MESSAGING AND PATIENT CONVERSATION

Brand voice description: _____

Common patient questions or concerns: _____

How you usually answer those questions: _____

Common objection or hesitation: _____

How to respond to that objection: _____

Words, phrases, or topics to avoid: _____

Main call to action: _____

SECTION 4 — SYSTEM SETUP INFORMATION

Scheduling system used: _____

Office hours for patient calls/messages: _____

Who handles leads if they need a live person: _____

Websites, documents, or materials about services: _____

Special privacy or compliance rules (HIPAA, GDPR): _____

SECTION 5 — CALL AND MESSAGING RULES

Phone number for calls: _____

Response time expectation: _____

If patient asks for something outside the offer: _____

When to escalate to a real staff member: _____

SECTION 6 — BILLING AND PAYMENT

This section confirms your billing and payment details. Please provide a primary and backup payment method.

Primary Payment Method

Type (credit card, ACH, etc.): _____

Name on Card / Account: _____

Billing Address: _____

Last 4 Digits: _____ Exp Date: _____

Backup Payment Method (required)

Type (credit card, ACH, etc.): _____

Name on Card / Account: _____

Billing Address: _____

Last 4 Digits: _____ Exp Date: _____

Authorization and Consent

By signing below, I confirm I am the authorized person for both the primary and backup payment methods listed above. I authorize Kliniq LLC to automatically charge either payment method for amounts due under this Agreement. If the primary method fails, I authorize Kliniq LLC to charge the backup method to prevent disruption of services. I understand this authorization remains in effect for the term of the Agreement.

I agree and authorize the above.

Authorized Signer (Name / Title): _____

Signature: _____

Date: _____

SECTION 7 — INFORMATION USE AND CONSENT

I confirm that the information in this form is true and correct.

I allow Kliniq LLC to use this information to set up my account and services.

I understand that mistakes or missing information may affect how my system works.

I agree to the above.

SECTION 8 — SIGNATURE

By signing below, I confirm that all information provided is accurate and complete.

Client Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Note: The online version of this form is available at <https://kliniq.tech/legal/onboarding-form>. If any differences exist, the signed version in this Exhibit will apply.

