

MASTER SERVICE AGREEMENT

Effective Date: [Insert Effective Date]

Parties: This Master Service Agreement ("Agreement") is entered into between UmojaCX LLC, a Pennsylvania limited liability company ("Service Provider"), and the client ("Client"), collectively referred to as the "Parties."

1. PURPOSE

This Agreement governs the terms under which UmojaCX provides customer experience ("CX") outsourcing and related professional services to Client. Individual work assignments, pricing, and project details will be described in Statements of Work ("SOWs") issued under this Agreement.

2. SERVICES

UmojaCX shall provide CX and business process outsourcing services, which may include customer support, account management, onboarding, and other related functions. UmojaCX may fulfill these services through a combination of its own personnel, independent contractors, and approved third-party vendors located within Africa and other regions.

3. TERM AND TERMINATION

3.1 Term. This Agreement commences on the Effective Date and remains in effect until terminated by either Party as provided below.

3.2 Termination for Convenience. Either Party may terminate this Agreement or any active SOW with thirty (30) days' written notice.

3.3 Termination for Cause. Either Party may terminate immediately upon written notice if the other Party materially breaches any provision and fails to cure such breach within ten (10) business days after receiving written notice.

3.4 Effect of Termination. Upon termination, Client shall pay UmojaCX for all services rendered and approved expenses incurred through the effective termination date.

4. FEES AND PAYMENT

4.1 Fees. Client agrees to pay all fees as described in the applicable SOW. Unless otherwise stated, 100% of the invoice total is due in advance of service commencement.

4.2 Invoicing and Payment. UmojaCX shall issue invoices electronically. Payment must be made via wire transfer or other approved digital payment method.

4.3 Late Payment. Payments not received within five (5) business days of the due date may result in service suspension or termination. UmojaCX may charge a late fee of 1.5% per month (or the maximum allowed by law) on overdue balances.

4.4 No Refunds. All fees are final and non-refundable once payment has been received, including in cases of early termination by the Client.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

UmojaCX is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the Parties. UmojaCX retains sole responsibility for paying its personnel, subcontractors, and all associated taxes or benefits.

6. CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of all proprietary or confidential information disclosed by the other Party ("Confidential Information") and to use it solely for the purpose of performing or receiving services under this Agreement. This obligation shall survive termination for a period of five (5) years.

7. DATA PROTECTION

UmojaCX shall process and store personal or sensitive information in compliance with applicable data protection and privacy laws. Both Parties shall implement reasonable

administrative, technical, and physical safeguards to protect such information from unauthorized access or disclosure.

8. INTELLECTUAL PROPERTY

All pre-existing intellectual property of either Party remains the property of that Party. Any materials, reports, or deliverables created specifically for Client under this Agreement shall become Client's property upon full payment. UmojaCX retains the right to use aggregated and anonymized data for internal analytics and service improvement.

9. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority to enter into this Agreement and that its performance will comply with all applicable laws. UmojaCX does not warrant uninterrupted or error-free operation of the services but shall use commercially reasonable efforts to ensure consistent performance.

10. LIMITATION OF LIABILITY

Except for breaches of confidentiality or gross negligence, neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages, including loss of profits or business interruption, arising from this Agreement. UmojaCX's total aggregate liability shall not exceed the total fees paid by Client within the twelve (12) months preceding the claim.

11. INDEMNIFICATION

Each Party shall indemnify and hold harmless the other Party, its officers, employees, and affiliates from and against all claims, losses, liabilities, or expenses arising from any breach of this Agreement or negligent acts or omissions in connection with the performance of obligations hereunder.

12. PUBLICITY AND MARKETING RIGHTS

UmojaCX may include Client's name and logo in its marketing materials, case studies, and website "Trusted By" section, provided that Client gives written consent. Client may also reference UmojaCX in its public materials upon prior written approval.

13. ETHICAL AND SOCIAL RESPONSIBILITY COMMITMENT

UmojaCX is committed to sustainable, community-led development across Africa. A portion of its revenue from client subscriptions is allocated to social impact initiatives aligned with the United Nations Sustainable Development Goals (SDGs), including Quality Education, Decent Work, and Reduced Inequalities.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. Any disputes arising from this Agreement shall be resolved through binding arbitration in Philadelphia, Pennsylvania, in accordance with the rules of JAMS or another mutually agreed-upon arbitration body.

15. NOTICES

All notices under this Agreement shall be in writing and delivered via email to the addresses most recently provided by each Party. Notices are deemed effective upon confirmed receipt.

16. ENTIRE AGREEMENT

This Agreement, together with any applicable SOWs, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings, proposals, or agreements. Any amendments must be in writing and signed by both Parties.

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

UmojaCX LLC

By: _____

Name: Mariah Diallo

Title: Founder & CEO

Client

By: _____

Name: _____

Title: _____