

# ZEGIT Tech Solutions VoIP Services

The ZEGs Corp | Zimmerman, Minnesota

## Master Service Agreement (MSA)

<b>Effective Date:</b>	
<b>Provider (Legal Name):</b>	The ZEGs Corp d/b/a ZEGIT Tech Solutions, a Minnesota corporation, located in Sherburne County, Minnesota (hereinafter "Provider")
<b>Customer (Legal Business Name):</b>	
<b>Customer Entity Type:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____
<b>Customer State of Formation:</b>	
<b>Customer Principal Address:</b>	
<b>Customer EIN / FEIN / SSN / TIN / Other Tax ID:</b>	

This Master Service Agreement ("Agreement") is entered into by and between The ZEGs Corp d/b/a ZEGIT Tech Solutions, a Minnesota corporation ("Provider"), and the Customer identified above (hereinafter "Customer"). Provider and Customer are each individually referred to as a "Party" and collectively as the "Parties."

## 1. Services

Provider will furnish SIP trunking for voice and SMS, Direct Inward Dial (DID) phone numbers, virtual fax (eFax), and the optional services selected in the Account Setup & Service Order Form. Services are subject to availability and Provider's upstream carrier (Provider's upstream carrier) network conditions. Services are available to US-based businesses only. Valid business documentation is required before service activation. Provider reserves the right to deny service to any applicant who cannot provide satisfactory business documentation.

## 2. Payments, Billing & Prepayment

All services are prepaid. First month's full charges (package fee, DID fees, E911 fees, and applicable setup/activation fees) must be paid in full before any service order is created or activated.

Invoices are generated at the start of each billing cycle and are due within 15 days. The billing cycle begins on the first day service is activated or the port completion date, whichever is later. Recurring charges for the following cycle are due on or before the 15th day of the current cycle.

Overage charges (inbound/outbound per-minute usage beyond included minutes, international calls, AK/HI calls, and other usage-based charges) are billed in the following cycle based on actual usage recorded during the current cycle.

Edge dates: If a billing cycle begins on the 29th, 30th, or 31st, subsequent billing dates will fall on the last day of shorter months.

### 3. Late Fees, Suspension & Termination

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If payment is not received by the due date, the following schedule applies:

- Grace Period (5 business days after due date): A late fee of \$25.00 or 30% of the unpaid balance, whichever is greater, will be applied. Written notice will be sent.
- Day 10 (from due date): Account suspended. Inbound and outbound calling disabled. DID numbers are held and not released during suspension. Suspended accounts remain eligible to submit a port-out request as required by FCC rules.
- Day 40 (from due date): Account terminated. DID numbers released back to carrier. If Customer is on a term agreement, the Early Termination Fee (ETF) is invoiced immediately. Once a DID is released, re-activation and re-assignment of the same number cannot be guaranteed.
- Day 90 (from due date): Unpaid balance referred to a third-party collections agency. Collection activity may affect Customer's credit.

The late fee applies to all unpaid recurring charges including package fees, DID MRC, E911 MRC, all recurring add-on MRCs, overage charges, and international/AK/HI usage. CNAM lookup bundle charges are excluded from the late fee calculation.

A reactivation fee of \$15.00 applies to restore a suspended account. Payment of all past-due amounts plus the reactivation fee is required before service is restored. Term agreement obligations remain in effect during suspension.

NOTICE: A \$30.00 dishonored check fee will be assessed by Provider's check recovery vendor on all returned checks. This fee is collected by the vendor directly, not by ZEGIT Tech Solutions, and will appear as a separate charge on your account.

### 4. Cancellation & Refunds

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Month-to-month customers may cancel service at any time by providing written notice (mail or email) at least 14 days in advance. Requests within the 14-day notice period may be granted at Provider's discretion.

If Customer cancels service and a credit balance exists on the account, a refund will be issued within 60 days of the last day of service. Refunds are issued by check mailed to the address on file. Provider will ensure all pending usage charges are finalized before issuing a refund.

Customer is responsible for contacting their previous provider to cancel any numbers that have been ported away. Provider is not responsible for charges from a previous carrier after a port is complete.

### 5. Number Portability (LNP)

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Customer has the right to port their telephone numbers to another carrier at any time, including while on a term agreement or while the account is in suspended status, in accordance with FCC local number portability rules. Provider will not block or delay a port-out request regardless of outstanding balance or ETF obligations. ETF and other outstanding balances remain due even if a port-out is requested.

Once an account is terminated and DIDs are released, the number returns to the carrier pool. Re-activation of a released number cannot be guaranteed. Provider will make reasonable efforts to assist within any available recapture window, but makes no warranty of number recovery after termination.

Port rejection fee: \$10.00 per number (Provider's upstream carrier charge) is passed through to Customer if a port is rejected due to inaccurate or incomplete information provided by Customer.

For CNAM/LIDB updates after porting a number in, a one-time \$15.00 fee applies per number.

Customer must open a support request after port completion to initiate the CNAM update.

## 6. Emergency Services (E911)

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E911 must be enabled on at least one DID on every account — no exceptions. Accounts without an E911-enabled DID will not be provisioned. E911 is strongly recommended on every active DID.

If a 911 call is placed from a DID without E911 enabled, the call may not reach emergency services or may be routed incorrectly, which can be life-threatening. A carrier fee of \$75.00\* will be passed through to Customer for any 911 call attempt on a non-E911-enabled DID, whether or not the call connects.

\*This fee is subject to change and is a carrier/government pass-through charge.

PBX and IP phone users: Ensure your dial plan correctly routes 9+911 to 911. The DID configured as E911 Default Caller ID will be used for dispatch routing. Customer is responsible for keeping their E911 service address current. Provider must be notified of any address changes in writing.

E911 fees (\$2.00/DID setup, \$2.00/mo per DID) are government-mandated regulatory charges covering 911 dispatch infrastructure and location data maintenance. These fees are passed through at cost.

## 7. Acceptable Use Policy (AUP)

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Customer agrees to use the service only for lawful business communications. The following uses are strictly prohibited and will result in immediate suspension or termination without notice:

- Illegal robocalling, auto-dialing, or sending unsolicited messages in violation of the Telephone Consumer Protection Act (TCPA) or any applicable law.
- Caller ID spoofing, fraudulent number presentation, or any use designed to deceive recipients.
- Harassment, threats, intimidation, or abusive communications of any kind.
- Scam calls, phishing, fraud, impersonation of government agencies, businesses, or individuals.
- Reselling or sharing account credentials with unauthorized parties.
- Any use that facilitates illegal activity under federal, state, or local law.
- Any activity that places disproportionate load on Provider's or carrier's network infrastructure.

Provider monitors Call Detail Records (CDRs) and suspicious traffic patterns. Provider will cooperate fully with FCC enforcement, law enforcement agencies, and the Industry Traceback Consortium, including responding to traceback requests within 24 hours as required by FCC regulations.

## 9. Call Duration Limits

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To protect service integrity, prevent fraudulent usage, and avoid issues caused by calls that fail to disconnect properly (e.g. stuck calls, off-hook lines that do not send a disconnect signal), the following maximum call duration limits apply to all accounts:

- US 48 States and Canada calls: maximum 3 hours (180 minutes) per individual call.
- International calls: maximum 1 hour (60 minutes) per individual call.

These limits apply per individual call session. There is no limit on total daily call volume or number of calls. Calls that reach the maximum duration limit will be automatically disconnected. These limits are set at the account level and apply to all subaccounts. They cannot be modified on a per-subaccount basis.

If a legitimate business need requires a call duration beyond these limits, Customer should consider an alternative communication method for that specific purpose. Provider makes no exceptions to these limits.

## 23. Satellite Phone Restrictions

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Calls to satellite phone networks — including but not limited to Iridium, Thuraya, and Global Mobile Satellite System (GMSS) — will not complete on this service. Satellite phone destinations are disabled at the network level due to their high cost and disproportionate association with toll fraud.

Businesses with a legitimate need to reach satellite phone numbers typically maintain a dedicated satellite calling account for that purpose. If Customer has a specific operational need involving satellite communications, contact Provider to discuss alternatives.

Provider makes no warranty and accepts no liability for the inability to complete calls to satellite phone destinations.

## **8. FCC Robocall Mitigation Program**

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Provider operates a Robocall Mitigation Program in compliance with FCC requirements. All customers are subject to this program:

- Customer vetting (Know Your Customer / KYC) is performed by a ZEGIT Tech Solutions representative prior to service activation, via voice contact or in-person meeting.
- Customer agrees not to originate illegal robocalls, auto-dialed calls without consent, or spoofed calls.
- Provider monitors CDRs and investigates suspicious traffic patterns. Accounts exhibiting unusual call patterns may be suspended pending investigation.
- Provider commits to full cooperation with FCC enforcement and the Industry Traceback Consortium, including 24-hour response to traceback requests.
- STIR/SHAKEN caller ID authentication is implemented at the carrier level (Provider's upstream carrier). Customer agrees not to attempt to circumvent caller ID authentication mechanisms.

## **9. CPNI (Customer Proprietary Network Information)**

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Provider will protect Customer's CPNI in accordance with FCC regulations (47 CFR Part 64). CPNI includes information about Customer's call records, services subscribed, and network usage. Provider will not share CPNI with third parties except as required by law, with Customer's written consent, or for legitimate operational purposes.

Customer may submit a CPNI restriction request in writing at any time. Annual CPNI certification is filed by Provider with the FCC as required.

## **23. CALEA Compliance**

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Provider cooperates with lawful intercept requests as required by the Communications Assistance for Law Enforcement Act (CALEA). Customer acknowledges that communications may be subject to lawful intercept by federal agencies with proper legal authority.

## **23. Kari's Law & RAY BAUM's Act**

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Provider complies with Kari's Law, which requires that users can dial 911 directly without a prefix (no need to dial 9 first at the carrier level). However, Customer's PBX or IP phone system may require a dial plan adjustment to pass 911 correctly — Customer is responsible for configuring their own equipment.

Provider complies with RAY BAUM's Act requirements for dispatchable location information with E911 calls. Customer is responsible for providing accurate E911 service addresses for each DID and keeping them current.

## **23. Call Detail Records (CDR) & Recording Privacy**

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Provider maintains Call Detail Records (CDRs) for all accounts for billing verification, regulatory compliance, and fraud monitoring. CDRs contain call metadata including dates, times, durations, originating and terminating numbers, and associated charges. CDRs are considered Customer Proprietary Network Information (CPNI) and are protected under Section 9 above.

CDRs will not be disclosed to third parties except: (a) as required by a valid court order, subpoena, or lawful law enforcement request; (b) as required by FCC or other regulatory agency; (c) to Provider's upstream carrier for network operations; or (d) with Customer's prior written consent.

If Customer has enabled call recording, those recordings are stored on Provider's upstream carrier infrastructure. Provider will not access, listen to, copy, or disseminate call recordings unless legally compelled to do so by a court order or other lawful legal process signed by a judge of competent jurisdiction. Provider will notify Customer of any such legal request to the extent permitted by law.

Customer is solely responsible for ensuring their use of call recording complies with all applicable federal and state wiretapping, consent, and recording laws, including but not limited to the Electronic Communications Privacy Act (ECPA) and any applicable state two-party consent laws.

## **23. HIPAA / GDPR / Compliance**

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Provider's standard VoIP service is NOT HIPAA-compliant or GDPR-compliant. If Customer requires HIPAA compliance for handling Protected Health Information (PHI), a separate Business Associate Agreement (BAA) and additional security measures are required at additional cost. Please consult your own legal counsel for GDPR, HIPAA, or other data-privacy requirements specific to your industry.

## **23. Service Limitations & Liability**

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VoIP service depends on Customer's internet connection quality and stability. Provider is not responsible for service quality issues caused by Customer's internet service provider, local network equipment, or power outages.

Provider's liability for service outages or failures is limited to a pro-rated credit of affected service fees for verified outages caused solely by Provider's infrastructure. Provider is not liable for consequential, incidental, or punitive damages of any kind.

Provider is not responsible for charges from Customer's previous carrier, equipment vendors, or any third-party services.

## **23. Payment Methods**

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Accepted payment methods: Check (payable to ZEGIT Tech Solutions, mailed to address on file) and Credit Card (processed by phone by Provider's representative). ACH/bank transfer availability to be announced.

Credit card payments on the Pay Per Use plan are subject to a 3% surcharge. This surcharge does not apply to other plan types. Provider has factored carrier cost recovery into standard plan pricing.

Debit cards processed as credit transactions are subject to the same surcharge disclosure as credit cards, as they are processed through the credit card network in a card-not-present environment.

NOTICE: A \$30.00 dishonored check fee will be assessed by Provider's check recovery vendor on all returned checks. This fee is collected by the vendor directly, not by ZEGIT Tech Solutions.

## **23. Service Area**

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Services are available to US-based businesses only. Provider does not offer services to residential customers or to businesses located outside the United States. Customer certifies that their business operates within the United States and that services will be used for lawful US-based business communications.

## **23. Business Sale or Closure**

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If Customer's business is sold or ownership transfers, this Agreement may be transferred to the new owner with Provider's prior written consent. If Customer's business closes, the owner and/or company

remains fully responsible for all outstanding charges, including any applicable ETF, through the end of the contract term or date of termination.

### **23. Modifications to Service & Rates**

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Provider reserves the right to modify service offerings, per-minute rates, international rates, and add-on fees with 30 days' written notice. Monthly package pricing is guaranteed for term agreement customers only, for the duration of their active term. All other rates and fees are subject to change.

Customer will be notified of rate changes by email. Continued use of service after the effective date of a rate change constitutes acceptance.

### **23. Governing Law & Dispute Resolution**

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This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions. Any disputes arising from this Agreement shall be resolved in the appropriate courts of Sherburne County, Minnesota.

### 23. Entire Agreement

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This Master Service Agreement, together with the Account Setup & Service Order Form and, if applicable, the Term Service Agreement, constitutes the entire agreement between the parties with respect to VoIP services. It supersedes all prior discussions, representations, and agreements. No modification to this Agreement is valid unless made in writing and signed by both parties.

_____		_____
<i>Customer / Authorized Signer Signature</i>		<i>Date</i>
_____	_____	
<i>Printed Full Name</i>	<i>Title / Role</i>	

_____		_____
<i>Provider Representative Signature — The ZEGs Corp d/b/a ZEGIT Tech Solutions</i>		<i>Date</i>
_____	_____	
<i>Printed Full Name</i>	<i>Title / Role</i>	

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#### FOR OFFICE USE ONLY

<b>Account #:</b>	<b>Activation Date:</b>	<b>COMPLETED stamp:</b>	<b>CONTRACT SENT stamp:</b>

ZEGIT Tech Solutions VoIP Services — zegitech.cloud — 1-833-493-4832