

## HOA / COA MASTER SERVICE AGREEMENT (MSA)

### CLARITY HOA SERVICE AGREEMENT

#### 1. Parties

Between:

- Clarity-ITC LLC (“Provider”)
- HOA / COA (“Association”)

#### 2. Scope of Services

Services include (based on package selection):

##### Package 1 – Clarity Mandate

- Telephony system (6 lines mandatory)
- AI receptionist
- Call/text/voicemail logging
- Basic accountability tracking

##### Package 2 – Clarity Secure

- AI integrated with Integrated Trusted Communications (ITC)
  - Bylaws
  - Statutes
  - SharePoint Site
- Calendar + project tracking

##### Package 3 – Clarity Governance

- Full system +
- Board email infrastructure via Microsoft
- Communication tracking + storage

#### 3. Fees & Payment

- Setup Fee: \$500+
- Monthly fees based on package and unit count

- All fees are:
  - Non-refundable after 24 hours
  - Due regardless of usage

#### **4. Term**

- Minimum: 12–36 months (you should enforce this)
- Auto-renewal unless terminated

#### **5. Client Responsibilities**

Association agrees:

- To provide accurate governing documents
- To maintain updated contact info
- To designate authorized board members

#### **6. NOT A PROPERTY MANAGER**

Clarity:

- Does NOT manage vendors
- Does NOT handle funds
- Does NOT enforce rules

#### **7. Communications Disclaimer**

Clarity:

- Logs communications
- Routes communications

But is NOT responsible for:

- Response time
- Resolution
- Board actions

## 8. Data Ownership

- Association owns its data
- Clarity retains right to:
  - Store
  - Process
  - Use anonymized data

## 9. Compliance Disclaimer (VERY IMPORTANT)

Clarity:

- Assists with governance structure
- Does NOT guarantee compliance with:
  - FS 718
  - FS 720
  - Any laws

## 10. Limitation of Liability

Cap liability to:

**Total fees paid in last 3 months**

Exclude:

- Legal damages
- Indirect damages
- Governance disputes

## 11. Indemnification

Association agrees to indemnify Clarity against:

- Legal disputes
- Board decisions
- Resident complaints

## 12. Early Termination

If terminated early:

- Remaining contract value becomes due

### **13. Service Interruptions**

No liability for:

- Telecom outages
- Internet outages
- Third-party failures

### **14. Force Majeure**

Standard clause (acts of God, etc.)



Developed with Integrated Trusted Communications (ITC)