HEAVISIDE GROUP LLC MASTER SERVICES AGREEMENT

Version v2026.11.07

This Master Services Agreement (the **"MSA"**) applies to every client of Heaviside Group LLC, an Ohio limited liability company, under any of its d/b/a brands: Paving Marketers, Garage Door Marketers, Electrician Marketing Agency and Heaviside Digital (**"Agency"**). It becomes binding on a client (**"Client"**) when Client signs a Service Agreement that names this version.

1. How the documents fit together

1.1 **The Agreement.** The **"Agreement"** is the signed Service Agreement together with the versions of this MSA, the Service Schedules for the services listed in the Service Agreement, the Guarantee Terms, the Policies and the Usage Rate Card that the Service Agreement names. Each incorporated document is part of the Agreement as if written out in the Service Agreement. A Service Schedule for a service Client did not buy is not part of the Agreement.

1.2 **Order of precedence.** If the documents conflict: (a) the Service Agreement controls the plan, prices, locations, included services, setup choice and guarantee amounts, except that its one-line summaries of legal terms are summaries and this MSA's full text governs those terms; (b) the Guarantee Terms control the guarantees and their refunds; (c) each Service Schedule controls the scope of its service; and (d) this MSA controls everything else. The Policies apply alongside all of them.

1.3 **Exact versions.** Each incorporated document is identified by its title and version, published at a stable link, linked from the Service Agreement with a PDF copy to download, and fingerprinted (SHA-256) in the signed record. The fingerprinted copy is the binding text, except that the Usage Rate Card changes under Section 1.4A. Agency keeps every version it has used available on request.

1.4 **New versions.** Agency may publish new versions of any incorporated document. A new version applies to a new signing that names it. It applies to an existing Client only after Agency gives written notice of the new version, with a summary of what changed and a link to it, and Client accepts it by signature, checkbox or a written reply through the Channel of Record. Silence or continued use alone is not acceptance. Until Client accepts, Client stays on the versions it signed. Either party keeps its ordinary right to end the Agreement under Section 15.

1.4A **Usage rates change without an amendment.** Section 1.4 does not apply to the Usage Rate Card. Usage rates follow the providers' prices and the AI models in use, which change often, so

Agency may change any usage rate at any time by publishing an updated Usage Rate Card at its stable link. No amendment, new version of the Agreement or Client acceptance is needed. A changed rate applies to usage after the updated card is published; usage already incurred is billed at the rate in effect when it occurred. Client's ordinary right to end the Agreement under Section 15 is unaffected.

1.5 **Existing clients.** A client who signed an earlier agreement version stays on that version, its prices, scope, locations, setup treatment and website terms, until Client signs a new Service Agreement or accepts a new version under Section 1.4. Nothing in this MSA renames, migrates or reprices an earlier signed agreement.

1.6 **Nothing outside the Agreement.** Sales calls, proposals, web pages, ads, emails, chat, text and Slack messages, slides and other statements do not add to or change the Agreement unless written into a signed amendment.

---

2. Definitions and interpretation

2.0 **Interpretation.** "Including", "includes" and "such as" mean "including without limitation"; no list limits the general term it follows, and no rule of construction narrows a general term against Agency because an item was left out. Headings are for convenience only. Singular includes plural. A reference to a Section includes its subsections. Ambiguities are not construed against Agency as drafter; the parties are businesses and each had the opportunity to obtain counsel.

2.1 **Agency Background IP** means Agency's pre-existing and reusable templates, snapshots, workflows, automations, scripts, prompts, tools, code, dashboards, playbooks, operating methods, SOPs, reporting methods, know-how, data structures, models, configurations and generalized systems, and every enhancement, derivative, improvement and learning Agency develops while performing for Client. It keeps that character and Agency's exclusive ownership when configured for Client, embedded in or displayed with a Deliverable or Client-Owned Asset, or served on a Client-owned domain. To the extent any such enhancement would otherwise vest in Client, Client assigns it to Agency.

2.2 **Agency Protected Parties** means Agency, its d/b/a brands, and its owners, officers, members, managers, employees, contractors, agents and vendors.

2.3 **Agency Work Product** means every website, landing page, funnel page, microsite, hosted page, template build, layout, design, copy, structure, code, configuration, integration, tracking setup and related hosted asset that Agency designs, builds, configures, assembles or hosts for Client, except the Client-Furnished Materials inside it.

2.4 **Channel of Record** means the written channel Agency designates for the engagement (its designated email address, support or ticketing system, or the Revenue Commander conversation thread). Binding notices, approvals, requests and Onboarding Inputs must pass through it.

2.5 **Chargeback** means any card chargeback, ACH reversal, bank, issuer or processor dispute, retrieval request, payment reversal or similar challenge to an authorized payment.

2.6 **Client-Furnished Materials** means only: Client's own logo and brand files as delivered; photographs, videos and copy Client created or already owned; Client's own customer and contact data; and access to accounts titled in Client's name, including its ad accounts, domain registrar account and business-listing and social accounts. They do not include Agency Work Product, Agency Background IP or any Platform component, even when embedded in them.

2.7 **Client-Owned Assets** means assets Client owned, controlled or independently acquired before the engagement or bought directly, in the state Client owned them. Agency Work Product, Agency Background IP and the Platform are never Client-Owned Assets, even when connected to or displayed through one, and administrative or login access to them does not make them so.

2.8 **Client-Paid Inputs** means everything Client pays for outside Agency's Service Fees: ad and lead-marketplace spend; Platform Usage Fees; cold-email domains, sending-server share, mailboxes and data; direct-mail print and postage at the quoted per-piece price; software, hosting, domains, plugins and platform fees; and similar costs.

2.9 **Deliverables** means the standardized outputs Agency provides within the service categories of Client's plan. A Deliverable conforms when it substantially matches its description in the Service Agreement or the applicable Service Schedule. Deliverables are licensed, not assigned. A Deliverable is never a business result: no lead, sale, ranking, traffic, revenue or other metric is a Deliverable, and the lack of one is not non-delivery. Nothing said or shown outside the signed Agreement creates or describes a Deliverable.

2.10 **Good Standing** means Client: (a) has paid every amount due, with nothing past due, declined, returned or reversed; (b) has not started, threatened or maintained a Chargeback; (c) is not blocking, revoking or impairing any access, approval, payment authorization or permission Agency needs; (d) is not in breach after notice and any cure period; (e) has not brought or threatened a claim against an Agency Protected Party outside the Section 16 process, other than activity protected by Section 9.10; and (f) has not used self-help under Section 5.6. A public statement causes loss of Good Standing only if it is a knowingly false statement of fact under Section 9.5. A good-faith report to a government agency or regulator, truthful testimony or a statement compelled by law never does. Agency decides Good Standing reasonably and in good faith from its records; its decision controls unless manifestly wrong. Good Standing is lost at once on any of these events and returns only when Agency confirms in writing that the cause is cured. Nothing here limits Client's right to use Section 16.

2.11 **Onboarding Inputs** means all access, credentials, permissions, account identifiers, invitation acceptances, connections, verification documents, content, assets, approvals, funding and information Agency reasonably needs to set up, launch or run a service, as Agency identifies them in onboarding, a Service Schedule or a written request. **Access Deadline** means the date in Agency's request or, if none, five (5) business days after the request.

2.12 **Platform** means Revenue Commander, Agency's white-labeled client platform, and the CRM, reporting, dashboard, tracking, automation, forms, calendars, messaging, call tracking, AI and workflow systems Agency makes available through it, whatever the underlying provider. **Platform Usage Fees** means metered or subscription charges for Platform usage, including phone and tracking numbers, calls, SMS, email sending and AI usage.

2.13 **Service Fees** means Agency's setup, activation, monthly, management and service fees, and the spend fee in Section 3.9. They exclude Client-Paid Inputs. Service Fees pay for Agency making its standardized services, capacity, systems and people available for the period, whatever Client's usage or results.

2.14 **Third-Party Platform** means any platform or vendor Agency does not own, including search engines, ad platforms, social networks, email and mailbox providers, registrars, data vendors, hosting providers, call-tracking and telecom carriers, payment processors and AI providers.

2.15 **Confidential Information** means non-public information disclosed by or for a party, including Agency Background IP, Platform components, pricing, methods, SOPs and the terms of the Agreement.

---

3. Scope, fees and billing

3.1 **Standardized services only.** Agency provides only the services the Service Agreement lists, as the applicable Service Schedules describe them. Agency does not provide unlimited labor, revisions, ad management, outbound volume or AI implementation, custom software, legal, tax or compliance advice, call-center staffing or sales management. Anything not listed is excluded. Where the documents are silent on a quantity, Agency decides what fits the standardized plan.

3.2 **Service categories are the commitment.** Each included service is a service category. While Client is in Good Standing, Agency will provide every included category in a professional and commercially reasonable manner. Within each category, Agency decides the tactics, methods, tools, vendors, sequence, channel mix, counts, volumes and schedule, and may add, drop, substitute or re-sequence them to keep the work effective, respond to platforms and markets or manage risk, without notice or approval; changes show in Client's reporting. Stated counts and volumes describe the standard level of work, not minimums, except where the Guarantee Terms measure a specific count. Only (a) dropping an entire included category going forward, or (b) reducing the plan's Service Fee value, is a **Material Change**. Nothing else gives Client a refund, credit, fee reduction, termination right or claim.

3.3 **Out-of-scope work.** Work outside the Agreement needs a separate signed agreement, or Agency may decline it. Anything Agency does outside scope is a courtesy that does not change the scope, creates no duty to continue, may stop at any time and is billable at Agency's then-current rates. No course of dealing changes the scope. Client's choice to defer, decline or not activate an included category does not reduce the fee.

3.4 **Billing.** Setup or activation fees (unless waived under Section 3.6) and the first monthly fee are due at signing. Monthly fees are billed in advance on the same calendar day each month. Billing starts on the start date, whatever the state of setup; setup completion is never a billing trigger.

3.5 **Fees are earned and non-refundable.** Service Fees are earned when charged. Client has no right to any refund, offset, credit, clawback or repayment of Service Fees except a refund expressly due under the Guarantee Terms. Billing is never delayed, reduced, paused or credited because of Client delay, missing access or approvals, platform verification or restrictions, seasons, results, lead quality, rankings or third-party issues.

3.6 **Setup choice.** For each plan with a setup fee, Client chooses at signing either: (a) **Three-month agreement, setup waived.** Agency does not collect the setup fee at signing. A month counts when Client pays the full amount billed for it at the plan rate (or a higher plan rate) when due; an Agency-issued credit does not stop it counting. A refunded, failed, partial, reversed or disputed month, or a month billed at the $97 Dormant rate, does not count. After three counted months the waived fee is forgiven for good. If before then Client ends the Agreement, or Agency ends it for Client's breach, the exact waived amount becomes due once after written notice through the Channel of Record. It is never due after a guarantee-failure exit or a Foundations money-back exit under the Guarantee Terms, and Dormant conversion alone does not make it due (Dormant Account Conversion Schedule). No interest, late fee, failed-payment fee or other charge is added to it, and it is not accelerated. A cured late payment, a loss of Good Standing or a Chargeback alone does not make it due. An upgrade does not restart the count or add a new setup fee for work the higher plan includes. This recovers a discount actually given; it is not a minimum term or a charge for future service; or (b) **Month-to-month, setup paid.** Client pays the setup fee at signing. It is earned when charged and excluded from every refund.

If a court finds a recovery under (a) unenforceable, Agency recovers the reasonable value of the setup work done. The setup fee of a named plan covers every component setup and included-location activation in that plan. Setup and activation fees for services or locations added later are separate and are due when added.

3.7 **Adding and dropping services.** Client may add or drop a menu service by written election through the Channel of Record; Agency's confirmation and billing record is the controlling record, with no signed amendment needed. An addition starts on the next billing date after its setup fee is paid. A drop ends at the close of the period already paid, with no proration or refund. Plan prices apply only while the plan stays as composed; removing a component moves the account to the à la carte prices of what remains. No change restarts or adds a guarantee.

3.8 **Business locations.** Each service is priced per true business location: a separate place from which Client operates. A city, campaign market, territory, service area, landing page or radius alone is not a location. Added locations need Agency's approval and the location prices and activation in the Service Agreement. An added location does not add a service the plan doesn't include.

3.9 **Ad spend bands and the spend fee.** Each plan's Paid Ads service covers the combined platform-reported monthly ad spend band stated in the Service Agreement. When platform reports show spend above the band in a calendar month, Agency gives written notice and the plan that

covers that spend applies from the next billing date. On Elite, spend above $50,000 in a calendar month is managed at 7.5% of the platform-reported spend above $50,000, billed on the next billing date. Neither is ever retroactive. Agency may pause management above the band, require a plan change or require a separate written scope where spend, account structure or risk falls outside the standard service. Ad spend itself is never an Agency fee.

3.10 **Client-Paid Inputs.** Client pays all Client-Paid Inputs directly, through the Platform or as Agency bills them, and keeps payment methods, funding and approvals current. Agency does not advance, finance or reimburse ad or channel spend. If an input is unfunded, failed, disputed or unapproved, Agency may pause the dependent work while billing continues, and is not liable for the resulting interruption. Client-Paid Inputs are outside every refund, remedy and liability calculation.

3.11 **Referral credit.** For each business Client refers that signs with any Agency brand and stays active and paying, Client receives a credit of $150 on each monthly invoice, beginning after the referred client's first paid month and ending when that client stops paying. Credits are capped at $495 a month in total, are not cash, cannot be carried forward or transferred, and end if Client is not in Good Standing or the Agreement ends.

3.12 **Late payment.** Amounts not paid when due accrue interest at 1.5% a month (18% a year) or the maximum lawful rate if lower, from the due date until paid. Each missed, declined or short payment also carries a $50 late fee, a reasonable pre-estimate of the administrative cost of chasing it. Each returned, reversed, declined or failed payment instrument carries a $35 failed-payment fee, reflecting the bank and processor charges and staff time it causes. The interest and the two fees cover different costs and do not duplicate one another.

3.13 **Acceleration.** On Client's second missed or unpaid scheduled payment, or any improper Chargeback, these become due at once without further notice: (a) all unpaid amounts already accrued; (b) the final full monthly fee for the termination then occurring, without proration (or the current month's full fee if no final month is yet fixed); and (c) where a Chargeback triggered it, the Section 16 amounts. Nothing for a month beyond that final month is accelerated; there is no committed term. Accelerated amounts keep accruing interest. Each clause is severable.

3.14 **Suspension.** If Client is not in Good Standing, Agency may suspend services, Platform and reporting access, hosting, campaign management and support, and is not liable for resulting losses.

3.15 **Not a loan.** The Agreement is an arm's-length business-to-business services contract. It is not a consumer transaction under R.C. Chapter 1345 and not a contract of indebtedness, loan or credit under R.C. 1319.02. Its fee, interest and cost terms arise from providing and enforcing services.

---

4. Account management

4.1 **Point of contact.** Agency assigns Client a point of contact and, where the plan includes strategy calls, an account manager. Agency decides who performs and supports the work, which may include its staff, its founder, a support function, subcontractors and systems, and may change

any of them at any time without notice or consent. Client has no right to a particular person, team, seniority or response cadence, and no change is a breach or a basis for any remedy.

4.2 **Strategy calls.** Where the plan includes them, Agency schedules the monthly call with the account manager and, on Elite, the quarterly call with Agency's founder. A call Client misses or declines is not made up and does not reduce the fee.

---

5. Client delays and self-help

5.1 **Client duties are a condition.** Client's timely performance of the Client Responsibilities and Access Schedule is a condition of Agency's matching obligations and timelines.

5.2 **Missed Onboarding Inputs.** An input is provided only when complete, accurate, usable and at every permission level Agency designates (owner, administrator, advertiser, billing, manager or full control). A read-only, limited, wrong-account, expired, pending or unaccepted grant is a missed input until fixed. If an input is missed at its Access Deadline, or a request needing Client's answer is not answered within its response window, Agency may, without further notice: (a) pause the affected work and its timelines; (b) treat the item as approved or waived and proceed on reasonable assumptions; (c) defer and re-sequence dependent work; and (d) treat the affected Deliverable as accepted. Repeated incorrect or incomplete inputs, and Client changes after Agency has configured or tested something, count as missed inputs; any rework is out-of-scope work.

5.3 **Client delay stack.** Whenever Client misses an input, approval or response, withholds access, funding or decisions, changes configuration after setup, or otherwise delays or impedes the work: (a) billing continues in full, because Agency remains ready to perform and keeps delivering every category the delay does not block, so Client has no failure-of-consideration or illusory-performance defense; (b) every affected timeline, go-live time and service level extends day for day, plus reasonable re-sequencing time; (c) any guarantee the delay affects is void as the Guarantee Terms state; and (d) the delay is never a breach by Agency or a basis for a refund, offset, Chargeback, withholding, credit, damages or termination for cause.

5.4 **Material breach.** A failure lasting more than fifteen (15) business days past an Access Deadline, or three (3) or more missed Access Deadlines, is a material breach permitting suspension and a loss of Good Standing.

5.5 **Access changes.** Client will keep in place all access, permissions, connections, identifiers, routing and funding Agency relies on, and will not change, revoke or re-point any access, account, forwarding number, DNS, registrar, tracking or platform setting Agency has configured without advance written notice through the Channel of Record. An unannounced change is a missed input; the breakage it causes is Client-caused and any fix is out-of-scope work. If Client removes access, disables accounts, blocks reporting or otherwise prevents performance, Agency's affected obligations are suspended and timelines extend.

5.6 **No self-help.** Client will not use or threaten self-help to avoid the Section 16 process or a payment obligation, including revoking access or credentials, locking Agency out, disputing or

charging back payments, contacting Agency's processor or bank to reverse a payment, getting a Third-Party Platform to disable Agency's work, or making public statements framed as a service dispute for that purpose. Each such act is a material breach and automatically suspends Agency's obligations and extends timelines, with billing continuing, until Agency confirms in writing that it is cured. Client will pay Agency's reasonable attorneys' fees to defend, unwind or enjoin it, whether or not suit is filed. This Section does not govern the content of any statement, which only Section 9.5 governs, and never reaches activity protected by Section 9.10.

5.7 **Irreparable harm.** Self-help, lockout and vendor interference cause Agency irreparable harm. Agency may seek injunctive relief and specific performance without posting bond, in addition to other remedies.

5.8 **Reasonableness.** These protections are a material basis of Agency's standardized pricing, agreed at arm's length. If any of them is held unenforceable as applied, it is reduced to its minimum enforceable form and the rest survives.

---

6. Approvals and acceptance

6.1 **Submission.** Agency submits a Deliverable by sending it in writing to Client's representative through the Channel of Record. Email is presumed received when sent unless it bounces; Client can rebut that only by clear and convincing evidence.

6.2 **Two business days.** Client has two (2) business days to approve or send a specific written objection that identifies how the Deliverable fails its description. Silence, general dissatisfaction, an objection based on a desired result and a request for something out of scope are not objections and do not stop the clock. Revisions are limited to those the Service Schedule states. If no conforming objection arrives in time, the Deliverable is approved. Approval, whether given or by lapse, is final and is not reopened by later dissatisfaction.

6.3 **Acceptance by delivery and use.** Deliverables are accepted on delivery and by Client's use, publication or retention of their benefit. Acceptance cannot be revoked. Agency may rely on approvals to publish, configure, buy, launch or continue work.

---

7. No guarantees

7.1 **No results promised.** Agency does not guarantee leads, lead quality, calls, appointments, sales, revenue, return on ad spend, cost per lead, rankings, traffic, map-pack placement, reviews or review removal, ad, LSA or account approval or reinstatement, inbox placement, deliverability, response rates, domain reputation, AI search visibility or any other outcome, timing or business benefit. The only exceptions are the refunds in the Guarantee Terms. The list is illustrative; leaving something off it creates no guarantee.

7.2 **Platforms.** Third-Party Platforms may change rules, reject ads, suspend accounts, delay reviews, throttle sending, change algorithms, APIs or prices, remove access or drop features. They decide approvals, verification and account status. Agency is not responsible for their decisions or failures, and a platform's delay or denial is not Agency non-performance. Agency may pause, throttle or adjust work for platform, compliance, account or deliverability risk.

7.3 **Setup is not a result.** Building, configuring and launching a service are delivery events, not a promise of any outcome.

7.4 **Non-reliance.** Client has not relied on any statement, projection, estimate, example, case study, screenshot, sample report, range or "typical result" about any outcome that is not written into the signed Agreement, and waives any claim based on one. Such statements are illustration and opinion. This does not disclaim liability for intentional fraud.

---

8. Ownership, licenses and websites

8.1 **What Client owns.** Client owns Client-Owned Assets and Client-Furnished Materials, including its ad accounts and their history, its Google Business Profile, its social profiles, its domains and registrar account, its customer data and the cold-email domains registered for and paid by Client. Agency's work on them does not transfer Agency Background IP, Agency Work Product or any Agency method to Client.

8.2 **What Agency owns.** Agency owns Agency Background IP and Agency Work Product, including every website, landing page, funnel, Platform build and hosted asset it creates, even when served on a Client-owned domain. Hosting them on Client's domain transfers nothing.

8.3 **Licenses to Client.** While Client is in Good Standing and its subscription is active, Client has a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use Agency Work Product and the Agency Background IP embedded in the services, for its own business at the locations in the Service Agreement. Once Client has paid everything due under the Agreement, the same license extends to final Deliverables Agency created specifically for Client, other than Agency Work Product and Background IP. Each license suspends automatically while Client is not in Good Standing and ends on termination, any Chargeback or any missed payment. Use after that is unlicensed use and infringement.

8.4 **No extraction.** Client will not copy, extract, export, screenshot for reuse, reverse engineer, decompile, recreate, modify, resell, relicense, white-label or use to compete any Agency code, prompts, automations, workflows, snapshots, templates, dashboards, SOPs, tools, strategy frameworks or reporting methods. Unauthorized use or retention is misappropriation and a material breach, and Agency may seek injunctive relief. All rights not expressly licensed are reserved.

8.5 **Takedown.** If Client is not in Good Standing, misses a payment or files a Chargeback, and at the end of service except as Section 8.7 provides, Agency may at once and without notice take offline, unpublish, disconnect, password-protect or stop serving any Agency Work Product, in whole or part, including on Client's domain, and may suspend or remove Platform features, users,

automations and dashboards. "Take offline" and "stop serving" mean Agency ceasing to serve its own build from its own hosting, so the pages drop out of search results over time; Agency never touches Client's domain registration, registrar, DNS or Client-titled search-console property. This enforces Agency's own intellectual property and license and is not conversion or wrongful withholding. Client waives claims for lost leads, revenue, rankings, traffic, de-indexing, downtime or reputation arising from it. If a tribunal finds a removal not effective as IP enforcement, it is instead Agency's permitted ending of a revocable hosting and display license, and display after that is unlicensed.

8.6 **Client materials always returned.** Whatever Client's payment status, Agency will within five (5) business days of Client's written request return Client-Furnished Materials in its possession in a reasonable format and restore Client's access to accounts titled in Client's name. Agency asserts no lien, hold or set-off over them. This does not require Agency to release, recreate or extract Agency Work Product or Background IP.

8.7 **Website copy on a paid-up exit.** On an exit in which Client is in Good Standing and has paid everything due, Agency provides at no charge a static HTML or WordPress export of the managed website's then-current content and appearance (the **"Site Export"**), without Agency Background IP or the native build's dynamic functions. A faithful render is a conforming export. Agency tenders it, at its option, by host-to-host transfer into a hosting account Client sets up, or by a download link, with dated written notice; the download link alone is a complete tender. Client must complete the transfer or download within thirty (30) days of the tender, after which Agency's obligation is discharged and it may take the site offline; Client's refusal or failure to set up a host or download does not extend the window. The Site Export covers only the managed website: ad landing pages, the Facebook funnel, the Google per-service pages, capture systems and tracking numbers stay Agency's and come down at the end of service, and any export of them needs a separate signed scope. No Site Export is owed on a refund exit under the Guarantee Terms, when Client is not in Good Standing, or under a plan without a managed website.

8.8 **No duty to restore what came before.** Agency has no duty to restore, rebuild, re-host or roll back any website, host, DNS, registrar or configuration Client used before the engagement. Its only duty for prior-site material Client supplied is to return it under Section 8.6 as it then exists. Agency is not liable for any gap in Client's online presence between a removal and whatever Client sets up next. This does not limit liability for Agency's own willful misconduct.

8.9 **Learnings.** Agency may keep and reuse, permanently, aggregated, anonymized and de-identified data, benchmarks and learnings from the work, as Agency Background IP, without disclosing Client's identity, its Confidential Information or identifiable customer data.

8.10 **IP fallback.** If a tribunal finds that any Deliverable, Background IP or Agency Work Product was assigned to or owned by Client, the grant is reduced to the license in Section 8.3, Agency keeps all residual rights, and Sections 8.5 to 8.8 still apply.

9. Confidentiality, non-solicitation, publicity and reviews

9.1 **Confidentiality.** Each party will protect the other's Confidential Information with at least reasonable care and the care it uses for its own most sensitive information, and use it only to perform the Agreement. Agency Background IP and Agency's methods, pricing, prompts, snapshots, workflows, dashboards and systems are Agency trade secrets under R.C. 1333.61 et seq. Client will not reverse engineer or recreate anything it observes. Each party returns or destroys the other's Confidential Information on request. The usual exceptions (already known, independently developed, public through no fault of the receiver, or lawfully received without restriction) apply only where shown by written records. Confidentiality lasts three (3) years after termination, and for trade secrets as long as they remain trade secrets. A breach causes irreparable harm and allows injunctive relief without bond.

9.2 **Permitted disclosures.** Either party may disclose Confidential Information, including the Agreement's terms, to its own lawyers, accountants and other bound advisors, insurers and lenders; to a court, regulator or law-enforcement body where required by law or in a good-faith report; and to a payment processor, bank or card network as needed to process or document payments. A compelled disclosure is limited to what is required, with notice where lawful and practicable.

9.3 **Non-solicitation.** During the Agreement and for two (2) years after it ends, Client will not solicit, hire, engage or encourage to leave any Agency employee, contractor or vendor, and will not circumvent or use Agency's disclosed vendor and supplier relationships to obtain directly the services Agency provides. A court that finds this too broad shall enforce it to the maximum reasonable extent.

9.4 **Publicity.** Agency may use anonymized and aggregated data, screenshots and work examples that do not identify Client, without restriction. Agency may name Client as a customer and refer to the engagement unless Client opts out in writing; an opt-out applies going forward only.

9.5 **False statements of fact.** Client, and its owners, officers, staff and agents acting for it, will not make or cause anyone to make any false or defamatory statement of fact, or a statement of fact made materially misleading by omission or distortion, about Agency, its people, services, work, billing or the Agreement, on any review, social, search, map or directory platform or to any customer, vendor, lender, processor, platform, media outlet or other third party.

9.6 **Removal.** If Agency gives written notice identifying a statement it believes in good faith breaks Section 9.5, and why, Client will within five (5) business days remove, retract or correct it, and make reasonable efforts to have republications removed, to the extent within its control. Failing to do so is a separate breach. Neither the notice nor a removal is an admission.

9.7 **Remedies.** A breach of Section 9.5 or 9.6 is a material breach and causes loss of Good Standing. Agency may seek an injunction requiring removal or correction, without proving actual damages or posting bond to the extent the court allows, and damages to the maximum allowed by law. There is no fixed or liquidated sum. Section 14's limits apply only to Agency's liability. Client

pays Agency's enforcement costs under Section 16.8. Agency may seek this relief without first completing Section 16's steps.

9.8 **Good faith.** Agency will use this Section in good faith and only against statements it reasonably believes are false or defamatory statements of fact.

9.9 **Reviews are Client's to give.** Any review or public statement Client makes about Agency is governed by this Section and Client's indemnity.

9.10 **Protected speech.** Nothing in this Section or the Agreement restricts, penalizes or creates a remedy against: (a) truthful or substantially true statements; (b) honest opinion, including a good-faith review based on Client's actual experience; (c) reports, complaints or communications to any government agency, regulator, law-enforcement body, licensing board, attorney general, the FTC, the BBB, a court or an arbitrator; (d) testimony or disclosures required or protected by law; (e) statements in asserting or defending a legal claim; or (f) confidential communications with Client's own advisors. Nothing may be read to restrain speech or petition protected by the First Amendment, Article I, Section 11 of the Ohio Constitution, Ohio's Uniform Public Expression Protection Act (R.C. Chapter 2747) or other law; any part that would is limited or severed. This Section controls over any broader reading.

---

10. Contractors and vendors

10.1 Agency is an independent contractor and directs its own people. Client has no right to supervise Agency's methods or require any individual's assignment or removal.

10.2 Agency may engage, substitute or remove employees, subcontractors, vendors, AI tools and providers without notice or consent, while remaining responsible for delivering the services under Section 3.2.

10.3 Agency is not liable for any act, outage, data loss, policy or price change, suspension or failure of a Third-Party Platform, vendor or subcontractor, including Agency's choice of one; Client's recourse is against the third party. Vendor terms bind Client where Client uses or benefits from the vendor's service.

10.4 Client waives, and indemnifies the Agency Protected Parties against, any claim that an Agency Protected Party is Client's employee, joint employer or co-employer, and any worker-classification, employment-tax, benefits or workers' compensation claim.

---

11. Service levels and remedies

11.1 **Go-live times and make-good.** The published go-live times in the Guarantee Terms are service levels, not outcome guarantees, and run only from access complete. If Agency materially misses a go-live time or an included monthly service item for a reason within its control, Agency will fix it, substitute reasonably equivalent work or add make-good work in the same or next monthly

cycle. Make-good does not expand scope or carry forward indefinitely. Nothing is owed for a miss caused by Client delay.

11.2 **Support.** Agency answers ordinary support requests during business hours with commercially reasonable effort. Suspensions, platform reviews, payment failures, legal issues and outages may take longer.

11.3 **Reporting.** The live dashboard shows unreviewed numbers from each connected source, each labelled with its source and last update; the monthly report is the reviewed record. Both depend on connected accounts, tracking, third-party data, attribution windows and Client's own sales process. Errors, gaps, duplicates, spam leads, lag and AI summary errors are corrected, clarified or reissued; that is the only remedy.

11.4 **One remedy rule.** Apart from a refund expressly due under the Guarantee Terms, Client's only remedy for any service issue (including a missed service level, a nonconforming Deliverable, a campaign, Platform, outreach, content, SEO, AI or reporting error, or a breach of Section 13.1) is non-cash correction, re-performance or make-good, scheduled by Agency within a commercially reasonable time. No service issue gives a right to a refund, offset, Chargeback, withholding, credit, recovery of ad spend or damages, and Client cannot seek a court order compelling a different scope, method or timeline. A prospective-termination remedy, where allowed, is not retroactive and does not excuse fees charged or the final month.

11.5 **If a remedy fails.** If any limited or exclusive remedy is found to fail of its essential purpose, Sections 13 and 14 still apply in full and Client's recovery stays capped and non-restitutionary.

---

12. Indemnity

12.1 **Client indemnity.** Client will defend, indemnify and hold harmless the Agency Protected Parties against every claim, proceeding, loss, liability, penalty, fine and cost (including reasonable attorneys' fees) arising from: Client's breach; Client's business, products, services, offers, claims, prices, guarantees, licenses and data; content Client supplies or approves, including reviews, testimonials and before-and-after material; Client's false statements about Agency; Client's Chargebacks and improper regulatory or platform complaints; claims by Client's staff, contractors, agents or customers; platform actions caused by Client content, offers or compliance failures; missing permissions or consents; Client's communications, including calls, texts, emails, call recording, consent and opt-outs under the TCPA, A2P rules, CAN-SPAM, CASL and similar laws; outbound content, targeting and data; and Client's breach of law, platform rules or the Policies. Agency may choose counsel and control the defense. Client may not settle in a way that admits fault for, binds or affects an Agency Protected Party without Agency's written consent. Section 14 does not limit this indemnity.

12.2 **Agency IP defense, narrow.** Subject to Section 14, if a third party claims that a final Deliverable Agency created specifically for Client, used as the Agreement allows, infringes its United States intellectual-property rights, Agency will at its option defend, settle or indemnify the

claim, or get a license, modify or replace the Deliverable, or if none is commercially reasonable, end the affected Deliverable going forward without further liability. Client must give notice within ten (10) business days of learning of the claim, give Agency sole control, cooperate and not settle without Agency's consent; failure voids the duty to the extent Agency is prejudiced. This does not cover claims from Client content or instructions, third-party or Platform components, AI output Client directed or approved, combinations Agency did not supply, use after Agency says to stop, use outside the Agreement or changes Agency did not make. This is Client's only remedy for infringement.

---

13. Warranties

13.1 Agency will perform the services in a professional and commercially reasonable manner. That is Agency's only performance warranty, and its only remedy is Section 11.4.

13.2 Client warrants that everything it supplies or approves (claims, offers, prices, guarantees, licenses, credentials, service areas, customer data, reviews, testimonials, before-and-after material and consents) is true, substantiated, lawful and authorized. Agency may rely on it without checking.

13.3 Except as stated in the Agreement, Agency disclaims all warranties, including merchantability, fitness for a particular purpose, non-infringement and warranties from course of dealing or trade usage. Marketing and platform-dependent services carry risk and variable outcomes.

---

14. Limitation of liability

14.1 **Cap.** Agency's total liability for everything arising from the Agreement or the services is the lesser of (a) the Service Fees Client actually paid in the thirty (30) days before the event giving rise to the claim, or (b) twenty percent (20%) of the Service Fees Client actually paid under the Agreement. Client-Paid Inputs, ad spend and pass-through costs are not part of the base. A refund paid under the Guarantee Terms is a contractual fee refund, not damages, and is governed by the Guarantee Terms alone.

14.2 **Excluded damages.** Agency is never liable for indirect, incidental, special, consequential, exemplary or punitive damages, lost profits, revenue, goodwill, data, rankings, leads or sales, lost or wasted ad spend, platform or account suspension or business interruption, even if foreseeable.

14.3 **No restitution.** Agency is never liable for a refund, repayment, disgorgement, offset, recoupment or clawback of fees except as the Guarantee Terms state.

14.4 **All theories.** These limits apply to every claim and theory, including contract, tort, negligence, gross negligence, recklessness, strict liability, warranty, restitution, misrepresentation and statute, to the fullest extent the law allows.

14.5 **Only exception.** The only matters outside these limits are those Ohio law does not allow to be limited: an Agency Protected Party's own willful or intentional misconduct or fraud. Everything else,

including ordinary negligence and, as far as Ohio law permits, recklessness and wanton conduct, is limited as stated. This exception is not to be read more broadly.

14.6 **Twelve months to claim.** Any claim against an Agency Protected Party must be started within twelve (12) months after it accrues, despite any longer statute (including R.C. 2305.06), or it is barred. Where the law forbids that period for a claim, the shortest permitted period applies.

14.7 **Personal shield.** The cap, exclusions, claim period and disclaimers protect every Agency Protected Party personally and as an express third-party beneficiary. Client will not sue any of them individually to get around these limits, and the total recovery against all of them together is the single cap in Section 14.1.

14.8 **One cap, counterclaims included.** The cap is one aggregate cap across all claims, the whole Agreement, every brand and every period; multiple claims, documents or brands do not stack it. It applies equally to any counterclaim, setoff, recoupment or defense, including in a collection action.

14.9 **Client's obligations not limited.** Nothing in this Section limits Client's obligations to pay fees, Chargeback amounts, liquidated damages, interest, costs or attorneys' fees, or its indemnity.

14.10 **Basis of the bargain.** These limits are a material, bargained-for allocation of risk between businesses, without which Agency would not offer its prices. Each is severable and independently enforceable.

---

15. Term, ending the Agreement and handoff

15.1 **Month to month.** The Agreement runs month to month from the start date, subject to the setup choice in Section 3.6.

15.2 **Notice.** Either party may end the Agreement with thirty (30) days' written notice given before the next billing date. Client's notice must go through the Channel of Record or a notice address Agency names, and takes effect from Agency's recorded receipt; notice by any other route does not start the period, and billing continues until valid notice is received.

15.3 **Final month.** After notice Client pays the final full monthly fee, with no proration. Ending the Agreement stops future obligations from the end date only and creates no refund. Final-month service includes ordinary plan work and reasonable transition help while Client stays in Good Standing.

15.4 **Guarantee and money-back exits.** A guarantee-failure exit or a Foundations money-back exit under the Guarantee Terms ends the Agreement as those terms state, without the thirty-day notice or a final month, and no waived setup fee is owed.

15.5 **Handoff.** After the Agreement ends and everything due is paid, Agency provides a reasonable handoff of Client-Owned Assets and Client-Furnished Materials it holds, restores Client's access to accounts in Client's name, and provides the Site Export under Section 8.7. Agency may withhold

transition help, migration and exports while Client is not in Good Standing, except the return of materials under Section 8.6, which never waits on payment. Agency systems, Agency Work Product (other than the Site Export), Background IP, the Platform and its templates, workflows, automations, dashboards and prompts are excluded from handoff.

---

16. Disputes, chargebacks and costs

16.1 **Notice first.** Before claiming breach, demanding a refund, suing, filing a Chargeback, removing access or going public with a service dispute, Client must send written notice through the Channel of Record (or the notice address Agency names) describing the issue, facts, dates, amount and requested cure. Clocks run from Agency's recorded receipt; notice by any other route does not count. Agency has ten (10) business days to investigate and respond and a reasonable chance to cure. Client must take part in good-faith executive escalation before suing, except for emergency injunctive relief the law requires. Agency may pursue collection, Chargeback recovery, injunctive relief and protection of its IP, reputation and goodwill without these steps.

16.2 **Billing errors; no approved Chargeback.** A Client-started Chargeback is never an approved remedy, including for claimed unauthorized use, stolen credentials, a duplicate charge or a billing error. Client's only path for those is to tell Agency promptly through the Channel of Record; Agency will investigate in good faith and, if the claim is valid, issue the refund, credit, void or correction itself. This does not waive any right that law or card-network rules make non-waivable, but such a right does not make a Chargeback an approved contractual remedy or excuse Client from using this process first.

16.3 **Amounts due on an improper Chargeback.** For each Chargeback started in breach of Section 16, Client owes: (a) the full disputed or reversed amount; (b) every other unpaid amount; (c) all processor, bank, card-network, retrieval and representment fees; (d) liquidated damages: for a Chargeback of $500 or more, the greater of $1,000 or fifteen percent (15%) of the amount; for a Chargeback under $500, the lesser of $1,000 or twice the amount; and (e) Agency's reasonable attorneys' fees and costs. If a court finds clause (d) unenforceable for a Chargeback, the 15% figure applies alone; if that also fails, Agency recovers its actual damages without a liquidated-damages cap. The other clauses stand independently.

16.4 **Why the liquidated damages are fair.** An improper Chargeback harms Agency in ways that are real but hard to measure in advance. Its main harm is forgone revenue: Agency's principal must stop revenue-generating consulting and client work to answer the dispute within card-network deadlines. That time has a market value of not less than $500 an hour, and each dispute takes not less than two hours, so the forgone revenue alone is not less than $1,000 before counting processor fees, merchant-account and reserve risk from a higher dispute ratio, lost cash flow, and record-keeping and operational disruption. These harms attach to every Chargeback whatever its size. The parties agree the $1,000 floor is at or below Agency's real harm, is a reasonable pre-estimate and not a penalty, and is not a fee for dispute-response services.

16.5 **Each Chargeback separate.** Each Chargeback, dispute or reversal is a separate breach with its own amounts under Section 16.3; they stack and are cumulative. Three Chargebacks mean three liquidated-damages amounts.

16.6 **Goodwill refunds rescinded; no double recovery.** Any refund, credit, discount or concession Agency gives as goodwill is conditional on Client's continued Good Standing. If Client later charges back the same payment or amount, starts any other Chargeback or falls out of Good Standing as to that amount, the concession is cancelled and its full amount is due again. Client can never keep both a concession and a Chargeback on the same payment; any un-netted amount is an overpayment due back at once.

16.7 **Proof of refund.** Agency's processor ledger, refund or credit transaction ID, credit memo or processor confirmation is conclusive evidence that a refund or credit was issued. Once Agency has issued it and, on request, sent the reference, it has performed. Bank, issuer or card-network posting delays are outside Agency's control and give no right to reissue, Chargeback, offset or pause.

16.8 **Costs and fees.** Client pays Agency's reasonable attorneys' fees, collection, court, arbitration, mediator, filing and expert costs to collect amounts owed, recover Chargebacks, enforce payment, confidentiality, IP, access, false-statement and indemnity obligations, or answer claims and platform actions Client's breach caused, whether or not suit is filed.

16.9 **Prevailing party.** In any action arising from the Agreement, the prevailing party recovers all its reasonable attorneys' fees and costs, including pre-suit, trial, appeal and collection of judgment. This is a genuinely reciprocal fee-shifting right under Ohio law. Agency is the prevailing party if it recovers any amount owed or obtains a judgment or order substantially in its favor, or if Client's claim is dismissed, withdrawn or resolved without Client getting the relief sought. If that definition is held unenforceable, it is severed and the court decides who prevailed, and the fee right otherwise stands.

---

17. Force majeure

Neither party is liable for a failure or delay in non-payment obligations caused by an event beyond its reasonable control, if it gives prompt notice and works to resume. No such event excuses, pauses or reduces any payment by Client, and a processor disruption or platform policy change excuses only Agency's performance. An event affecting Agency pauses affected timelines but not billing. If it lasts more than thirty (30) days, Agency may suspend or end the affected services without liability or refund.

---

18. Law, courts and jury waiver

18.1 Ohio law governs, without regard to conflict-of-law rules.

18.2 Venue lies exclusively and irrevocably in the state or federal courts located in or serving Clermont County or Hamilton County, Ohio. Client consents to their personal jurisdiction and waives every objection to that venue or jurisdiction, including inconvenient forum and any right to transfer, remove or change venue.

18.3 If Client files or maintains a claim anywhere else, Client pays Agency's reasonable fees and costs of getting it dismissed, stayed or moved. If this cost-shift is unenforceable, the forum choice still stands.

18.4 **JURY WAIVER.** To the fullest extent the law allows, both parties waive trial by jury in any action, proceeding or counterclaim arising from the Agreement.

---

19. Electronic signature and records

19.1 Client agrees to transact electronically under Ohio's Uniform Electronic Transactions Act (R.C. Chapter 1306) and the federal E-SIGN Act, and waives any right to a paper original or handwritten signature. Electronic signatures, the incorporation checkbox, records, signed PDFs, audit trails, certificates, event logs, payment records, SHA-256 fingerprints and metadata may be kept and used as evidence.

19.2 The signed PDF and signing audit trail, with the fingerprints of the incorporated documents, are the authoritative record of the Agreement. Absent clear proof of fraud, they and the IP address, timestamp, device, authentication and payment-authorization records are conclusive evidence of Client's identity, assent and the terms agreed. Client will not contest the Agreement's validity because it was signed, accepted or delivered electronically, by click or at checkout. The signature, the checkbox, the checkout acceptance and the card authorization together are one integrated assent. The Agreement may be signed in counterparts.

19.3 **Engagement Record.** The communications, ticket, CRM, call-tracking, recording and reporting records kept on the Channel of Record and Agency's systems are the controlling record of the parties' requests, approvals, deliveries, access events and timing, over any contrary recollection or off-channel record. Each party will preserve the records in its control during the engagement and for the applicable limitations period, and will not delete, alter, fabricate, back-date or migrate them to defeat a presumption in the Agreement. Agency may use them as evidence in any dispute or Chargeback response after the Agreement ends. Client's breach of this duty is a loss of Good Standing and supports an adverse inference.

---

20. General

20.1 **Notices.** Notices are in writing, by confirmed email to the signer's email and Agency's address of record, by signing-platform notice or by certified mail. Email is received when sent unless it bounces; certified mail on delivery or refusal. Each party keeps its contacts current.

20.2 **Assignment.** Client may not assign the Agreement without Agency's written consent; any attempt is void. Agency may assign or transfer it, in whole or part, to an affiliate, successor, d/b/a brand or acquirer, or for financing, without consent. It binds permitted successors.

20.3 **Waiver.** A waiver must be signed in writing. Agency's delay, forbearance, partial enforcement or courtesy is never a waiver of any right.

20.4 **Entire agreement.** The Agreement is the entire agreement and replaces all prior and contemporaneous statements. Client has not relied on any representation, promise, projection or statement not written into it and waives any claim, including fraudulent inducement, negligent misrepresentation or promissory estoppel, based on one, to the fullest extent the law allows. The Guarantee Terms are the only performance commitments; no other guarantee, lead target or result exists.

20.5 **Survival.** Sections 2, 3.5, 3.6, 3.12–3.15, 5.6–5.8, 8, 9, 10.3–10.4, 11.4–11.5, 12, 13, 14, 15.5, 16, 17, 18, 19 and 20 to 21, and every accrued payment obligation, survive the end of the Agreement.

20.6 **Third-party beneficiaries.** Only the Agency Protected Parties are third-party beneficiaries, and they may enforce the terms that protect them.

20.7 **Remedies cumulative.** Agency's remedies are cumulative with all others at law or in equity.

---

21. Severability

Each provision is severable. If any term, amount, percentage or provision (including any liquidated damages, fee, acceleration, takedown right, fee-shifting, venue, jurisdiction or jury-waiver provision) is held invalid, unenforceable, unconscionable or a penalty: (a) it is reduced to the minimum extent needed and enforced as reduced; (b) if it cannot be, it is severed and the rest of the Agreement, and every other application of that provision, stays in force; and (c) any specific step-down in a provision (including Sections 3.6, 3.13, 8.5, 16.3, 16.9 and 18.3) also applies. No single invalid term defeats the remaining protections.