MASTER SERVICES AGREEMENT

Version 1.3 — 2026-05-12

> **STATUS: BINDING — Approved by founder Mitch Tiedemann on 2026-05-12 per `secrets/legal/sign-offs/v1.3-appr`** **Predecessor v1.2 (binding 2026-05-10 → 2026-05-12) archived at `secrets/legal/msa-template-v1.md.v1.2.archived`.** **Founding-5 envelopes sent prior to 2026-05-12 remain bound to v1.2 as signed; envelopes sent on or after 2026-05-12 bind to this v1.3.**

v1.3 substantive changes from v1.2: - Eliminated the 12-month Initial Term concept. Engagement is month-to-month from the Effective Date. - §4.2 termination notice reduced from 60 days → 30 days, available to either Party for any reason. - Setup Fee earning timing preserved at the Activation Date (same as v1.2). New §2.5(b) pre-Activation refund mechanism: refund minus Ironclad's contemporaneous documented onboarding costs (capped at $1,500), itemized, with 15-Business-Day Contractor dispute window (with receipt rules) and §13 arbitration backstop. - New §2.6(c) Post-Termination Service Fee Tail: 90-day post-termination window for Attribution Events recorded during the Term with payment received after termination, with dispute-rights tolling. - §2.7(a)(ii) tightened: deterministic recovery_id chain from Intake/Diagnostic to closed invoice. - §4.2 restructured: (a) right + 30-day notice, (b) notice-period scope (with "material new integration" definition + engineering-effort transparency), (c) Service Fee pro-ration through effective termination date, (d) [Reserved], (e) Setup Fee cross-ref. - New §4.7 "No Long-Term Commitment" clause. - §4.6 Survival updated to include §2.6(c) Post-Termination Service Fee Tail. - **DELETED** between v3 and FINAL: §2.6(c) Initial Service Period Minimum (the "$1,500 minimum aggregate Service Fee" / "Shortfall Amount" construct). Founder decision per Grok round-3 Finding #1 — termination-triggered payment is liquidated-damages in substance regardless of label; protection from cancellation gaming is partially handled by §2.6(c) Tail Period and post-Activation non-refundability of Setup Fee. Remaining cancellation-gaming exposure is acceptable at founding-5 scale and will be re-evaluated for tier-2 based on real customer behavior. - All TCPA, dispute-resolution, per-shop-cap, anti-circumvention, class-waiver, and SLA provisions are unchanged from v1.2.

This Master Services Agreement ("Agreement") is entered into and effective as of __________ **, 20** (the "Effective Date") by and between:

Ironclad Solutions, LLC, a limited liability company organized under the laws of the Commonwealth of Puerto Rico, with its principal place of business at 1654 Calle Tulipan, Ste 100, San Juan, Puerto Rico 00927-6242 ("Ironclad");

and

____, a __________ [LLC / corporation / sole proprietorship / other] organized under the laws of the State of __________, with its principal place of business at ___________________________ ("Contractor").

Ironclad and Contractor are each referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Ironclad operates a Puerto Rico-domiciled export-services business pursuant to a tax exemption decree issued under the Puerto Rico Incentives Code (Act 60-2019, Chapter 3, Subchapter A — Export Services), providing AI-receptionist consulting and related export services from its offices in Puerto Rico to clients located outside Puerto Rico;

WHEREAS, Contractor operates a residential and / or commercial home-services business in __________ [trade(s)] in geographic markets located outside the Commonwealth of Puerto Rico, and desires to engage Ironclad's export services to assist with customer-communication, lead-conversion, attribution, and revenue-recovery operations relating to Contractor's customers;

WHEREAS, Contractor represents that Contractor is not a resident of Puerto Rico, is not domiciled in Puerto Rico, and does not maintain a place of business in Puerto Rico;

WHEREAS, Ironclad and Contractor desire to formalize the terms of their commercial relationship through this Agreement, with the understanding that the engagement is structured as the provision of export consulting services from

Puerto Rico to a client located outside Puerto Rico;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Terms defined elsewhere in this Agreement have the meanings ascribed where defined.

1.1 "Affiliate" means, with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party, where "control" means ownership of more than fifty percent (50%) of the voting equity.

1.2 "Attributed Revenue" has the meaning set forth in Section 2.4.

1.3 "Business Day" means any day other than Saturday, Sunday, or a day on which commercial banks in San Juan, Puerto Rico are authorized or required by law to be closed.

1.4 "Confidential Information" has the meaning set forth in Section 6.1.

1.5 "Contractor Data" means all customer records, contact information, call recordings, transcripts, SMS messages, job records, invoices, payment records, scheduling data, and other business records of Contractor that are provided to or generated through the Services on Contractor's behalf, but excluding any Ironclad Methodology, Aggregated Data, or Improvements (each as defined herein).

1.6 "Effective Date" means the date first written above.

1.7 "Force Majeure Event" has the meaning set forth in Section 10.1.

1.8 [Reserved.] *(Formerly "Initial Term." Concept eliminated in v1.3 — engagement is month-to-month from the Effective Date; see Section 3.)*

1.9 "Ironclad Methodology" means the agent stack, software, models, prompts, configurations, code, runtime infrastructure, attribution algorithms, proof-chain methodology, training data, evaluation methods, and all other technical and operational know-how, in each case proprietary to Ironclad, whether developed before or during the Term.

1.10 "Material Breach" has the meaning set forth in Section 4.3.

1.11 "Proof Chain" means the deterministic record maintained by Ironclad linking customer interactions to Contractor's revenue events through tracked communication channels and attribution metadata, as further described in Ironclad's technical documentation.

1.12 [Reserved.] *(Formerly "Renewal Term." Concept eliminated in v1.3 — engagement is month-to-month from the Effective Date; see Section 3.)*

1.13 "Services" means the export consulting services Ironclad provides to Contractor under this Agreement, as further described in any Statement of Work executed pursuant to Section 2.2.

1.14 "Setup Fee" means the fee described in Section 2.3.

1.15 "Statement of Work" or "SOW" means a written statement, executed by both Parties, describing the specific Services to be provided to Contractor, including any tenant-specific configurations, integrated Field Service Management ("FSM") platforms, communication channels, and operational scope.

1.16 "TCPA Laws" has the meaning set forth in Section 7B(a).

1.17 "Term" means the period commencing on the Effective Date and continuing until this Agreement is terminated pursuant to Section 4.

1.18 “Trade Secret” means information that derives independent economic value from not being generally known and is the subject of reasonable measures to maintain its secrecy, including without limitation the Ironclad Methodology and Contractor’s customer lists and proprietary pricing.

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2. ENGAGEMENT, SCOPE, AND FEES

2.1 Engagement as Independent Consultant

Ironclad is engaged by Contractor to provide the Services as an independent consultant. Nothing in this Agreement creates an employment, agency, partnership, joint venture, or franchise relationship between the Parties. Each Party is responsible for its own personnel, payroll, taxes, benefits, and operations. Neither Party has authority to bind the other.

2.2 Scope; Statements of Work

Ironclad shall provide the Services as described in one or more Statements of Work executed by the Parties from time to time. The initial Statement of Work is attached as **Exhibit A** and incorporated herein by reference. Each SOW shall identify the Services, the tenant(s) to be supported, the FSM integration(s), the communication channels (voice, SMS, web), and any tenant-specific operational parameters. To the extent any SOW conflicts with this Agreement, this Agreement shall control unless the SOW expressly states otherwise and is signed by an authorized representative of each Party.

2.3 Performance Location

Ironclad shall perform all Services from its offices in Puerto Rico. Onsite performance at Contractor’s location is the exception, not the rule, and requires written agreement in advance. In no event shall Ironclad’s onsite performance exceed five (5) days per calendar year per shop without an amendment to this Agreement specifically permitting expanded onsite work. Onsite visits, if any, shall be invoiced separately at Ironclad’s then-current rates plus reasonable travel expenses.

2.4 No License

Nothing in this Agreement constitutes a license, sale, or transfer of any Ironclad Methodology, Ironclad software, models, prompts, code, agent stack, or other Ironclad intellectual property to Contractor. Contractor’s right is limited to receiving the Services that Ironclad operates on Contractor’s behalf during the Term, and to receiving the deliverables expressly identified in any SOW.

2.5 Setup Fee — Tiered

(a) Amount and Tiered Calculation. Contractor shall pay Ironclad a one-time setup fee (the “Setup Fee”), calculated on a tiered basis:

(i) For single-shop engagements: FIVE THOUSAND U.S. DOLLARS ($5,000.00 USD).

(ii) For multi-shop engagements (see Section 2.13): FIVE THOUSAND U.S. DOLLARS ($5,000.00 USD) for the first shop listed on Exhibit B, plus THREE THOUSAND U.S. DOLLARS ($3,000.00 USD) for each additional shop listed on Exhibit B as of the Effective Date.

Example: a three-shop engagement = $5,000 + $3,000 + $3,000 = $11,000 USD aggregate Setup Fee.

(b) Payment Trigger; Pre-Activation Refund Mechanism. The Setup Fee is due and payable in full upon execution of this Agreement and the corresponding Order Form (the “**Setup Payment Date**”), payable via ACH or such other method as the Parties mutually agree in writing. Ironclad shall not commence integration work until the Setup Fee has been received in full. The Setup Fee is **earned upon the Activation Date** as defined in Section 2.5(c). **If this Agreement is terminated by either Party under Section 4.2 (Convenience) before the Activation Date**, Ironclad shall refund the Setup Fee to Contractor, less Ironclad’s reasonable documented costs of onboarding labor and infrastructure committed to Contractor’s engagement through the effective termination date; provided that Ironclad’s documented-cost deduction shall not exceed ONE THOUSAND FIVE HUNDRED U.S. DOLLARS ($1,500.00 USD) in the aggregate (the "**Pre-Activation Cost Recovery Cap**"). The Pre-Activation Cost Recovery Cap applies regardless of the Setup Fee amount actually paid (including under promotional rates per Section 2.5(d)). **Ironclad's documented costs deducted from the refund shall be supported by contemporaneous, auditable time records maintained in the ordinary course of business, supported by detailed time entries and third-party invoices where applicable, and shall be itemized on a one-page refund calculation provided to Contractor concurrently with the refund payment.** If Contractor disputes any portion of the documented-cost deduction in good faith, Contractor shall notify Ironclad in writing within **fifteen (15) Business Days of actual receipt** of the refund calculation, identifying the disputed line items and the basis for the dispute. For purposes of this Section 2.5(b), receipt is deemed to occur only upon Contractor's written acknowledgment of receipt or three (3) Business Days after email transmission of the refund calculation, whichever is later. The Parties shall attempt to resolve such dispute through good-faith discussion within thirty (30) days; unresolved disputes are subject to Section 13 (Dispute Resolution). The pre-Activation refund mechanism in this Section 2.5(b) does not apply where this Agreement is terminated by Ironclad for Contractor's Material Breach under Section 4.3, in which case the Setup Fee is non-refundable in its entirety.

(c) Setup Fee Earned Upon Activation; Activation Date Defined. The "**Activation Date**" means the date on which Ironclad confirms in writing to Contractor that agent deployment, FSM integration, voice/SMS channel configuration, and activation of Contractor's first shop are complete. The Setup Fee is fully earned upon the Activation Date and is non-refundable thereafter under all circumstances, except as expressly provided in Section 11 (SLA service credits) or Section 4.3(c) (termination by Contractor for Ironclad's Material Breach, where credits or refund are addressed pursuant to wind-down). The Activation Date is also the trigger for Service Fee accrual under Section 2.6. Ironclad makes no guarantees regarding the timing of Activation beyond the target window referenced in the Order Form (typically within 14 Business Days of full execution and payment), nor regarding Attribution Events, Attributed Revenue, or specific business outcomes. Contractor's remedies for non-performance are limited to Section 11 (SLA) and Section 4 (Termination).

(d) Promotional Rates. The Parties may, at Ironclad's discretion, agree to promotional Setup Fee rates differing from the tiered amounts in Section 2.5(a). Any such promotional rate must be documented in writing on the Statement of Work (Exhibit A) referencing this Section 2.5(d) and stating the agreed promotional Setup Fee amount. In the absence of such written documentation, the rates in Section 2.5(a) apply. Promotional rates do not modify the Service Fee under Section 2.6 or any other provision of this Agreement.

2.6 Service Fee — Revenue Share (10%)

(a) Rate. In consideration of the ongoing Services, Contractor shall pay Ironclad a service fee equal to **ten percent (10%) of Attributed Revenue** in each calendar month (the "Service Fee").

(b) No Grace Period. The Service Fee accrues from the Activation Date, with no grace period or volume threshold. Each Attribution Event from the first Attribution Event onward generates a Service Fee obligation.

(c) Post-Termination Service Fee Tail. Notwithstanding termination of this Agreement, Contractor's Service Fee obligation under this Section 2.6 continues with respect to Attribution Events recorded in the Proof Chain during the Term (including any Attribution Events recorded during the notice period under Section 4.2(b)) where payment to Contractor is received within ninety (90) days after the effective termination date (the "**Tail Period**"). Ironclad shall issue a final reconciliation Monthly Statement no later than one hundred (100) days after the effective termination date covering Tail Period payments. The reconciliation Monthly Statement is due and payable pursuant to Section 2.9(b) (net-15). No Attribution Events first recorded after the effective termination date give rise to Service Fee obligations under this Agreement. **Contractor's dispute rights under Section 2.9(d) with respect to any reconciliation Monthly Statement under this Section 2.6(c) are tolled until all Tail Period payments are received or the one hundred (100)-day reconciliation period expires, whichever is later.**

2.7 Attributed Revenue Defined

(a) "Attribution Event" means a customer interaction recorded in the Proof Chain that satisfies all of the following:

(i) The interaction was initiated through, or routed through, a tracked Ironclad communication channel (including without limitation Ironclad's tracked phone number, SMS short code or long code, embedded web form, or trackable

URL containing a recovery identifier);

(ii) The Proof Chain records a deterministic match — specifically, a `recovery_id` linking the initial Intake or Diagnostic event recorded by an Ironclad-tracked channel to the final closed invoice for the resulting job — with `attributed_via` value of `custom_field_match` or another deterministic-match attribution source documented in Ironclad's technical documentation;

(iii) The interaction resulted in a job, service, project, or product sale that Contractor invoiced and was paid for; and

(iv) The payment was actually received by Contractor (not merely invoiced).

(b) "Attributed Revenue" for a given calendar month means the sum, computed in U.S. Dollars, of all amounts received by Contractor during such month attributable to Attribution Events, calculated as follows:

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Attributed Revenue = Sum of (Payment Received)
                   - Refunds issued in the period
                   - Chargebacks finalized in the period
                   - Sales tax, gross receipts tax, or other governmental
                     pass-through taxes collected by Contractor on the
                     attributed transactions
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(c) Excluded from Attributed Revenue. The following are expressly excluded:

(i) Revenue from customers Contractor served before the Activation Date, except where such customers' subsequent return to service is itself an Attribution Event under Section 2.7(a);

(ii) Revenue from walk-ins, organic web traffic, or other channels that did not pass through a tracked Ironclad channel;

(iii) Revenue from referrals received through Contractor's own referral programs that are independent of the Ironclad channels;

(iv) Tips, gratuities, or amounts paid directly to individual technicians and not retained by Contractor;

(v) Reimbursements for materials at cost without markup, where separately itemized;

(vi) Government rebates or third-party financing fees that do not flow through Contractor's revenue.

(d) Reporting and Records. Ironclad shall provide Contractor with a monthly statement (the "Monthly Statement") on or before the fifth (5th) Business Day of each calendar month, covering Attribution Events and Attributed Revenue for the prior calendar month, including a per-shop breakdown for multi-shop engagements. Contractor shall maintain records of all transactions reasonably sufficient to verify Attributed Revenue and shall provide such records to Ironclad upon request, subject to Section 2.10.

2.8 Anti-Circumvention

(a) Prohibition. Contractor shall not, directly or indirectly:

(i) Deliberately structure customer interactions, channel routing, FSM configurations, or attribution metadata to avoid attribution to Ironclad's Services;

(ii) Instruct, direct, or permit any agent, employee, or contractor of Contractor to do any of the foregoing;

(iii) Disable, bypass, or interfere with the operation of the Proof Chain or any Ironclad attribution mechanism; or

(iv) Re-route customers who initially contacted Contractor through an Ironclad-tracked channel to non-tracked channels for the purpose of avoiding Service Fees.

(b) Material Breach; Liquidated Damages. Any **intentional or repeated** violation of Section 2.8(a) constitutes a Material Breach. For purposes of this Section, "**repeated**" means three (3) or more separate misrouting events occurring within any twelve (12) month period, OR two (2) or more separate misrouting events occurring within any thirty (30) day period. An isolated, unintentional misrouting (a "**Good-Faith Misroute**") is NOT, by itself, a Material Breach if Contractor cures the misroute within thirty (30) days following written notice from Ironclad identifying the misroute by specific Job ID(s), Customer ID(s), and date(s) of the alleged misroute event(s). Upon Material Breach under this Section, Ironclad shall be entitled, in addition to any other remedies, to:

(i) Terminate this Agreement for cause under Section 4.3 (subject to the cure period set forth in Section 4.3(b));

(ii) Recover the Service Fees that would have been owed but for the circumvention, calculated on a reasonable forensic basis;

(iii) Liquidated damages equal to twenty-five percent (25%) of the amount calculated under Section 2.8(b)(ii), the Parties acknowledging that actual damages would be difficult to calculate precisely and that such liquidated damages represent a reasonable pre-estimate of harm; and

(iv) Recovery of Ironclad's costs of investigation and collection, including reasonable attorneys' fees and forensic expert fees.

(c) Survival. Ironclad's right to enforce this Section 2.8 survives termination of this Agreement for a period of twelve (12) months following the effective date of termination as to any acts or omissions occurring before termination.

2.9 Billing and Payment Terms

(a) Cadence. Service Fees are billed monthly in arrears. Each Monthly Statement under Section 2.7(d) constitutes Ironclad's invoice for the Service Fee for the prior month.

(b) Payment Terms. Service Fee payments are due net fifteen (15) days from the date of the Monthly Statement.

(c) Late Payment. Amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. Ironclad may also suspend Services upon ten (10) days' written notice if any undisputed amount is more than thirty (30) days past due.

(d) Disputed Amounts. If Contractor disputes any portion of a Monthly Statement in good faith, Contractor shall pay all undisputed amounts when due and shall notify Ironclad in writing of the dispute within fifteen (15) days of receiving the Monthly Statement, identifying the disputed line items and the basis for the dispute. The Parties shall attempt to resolve the dispute promptly through good-faith discussion. Disputes not resolved within thirty (30) days shall be subject to Section 13 (Dispute Resolution).

(e) Currency. All amounts payable under this Agreement are in U.S. Dollars (USD).

2.10 Audit Rights

Ironclad may, no more than once in any twelve (12)-month period, upon fourteen (14) days' prior written notice to Contractor, request copies of records reasonably sufficient to verify Contractor's reported Attributed Revenue, including invoice records, bank deposit records, and FSM-system reports for the requested period. Ironclad shall bear its own costs of any such audit, except that if any audit reveals an underpayment of Service Fees by five percent (5%) or more for the audited period, Contractor shall: (i) pay the underpaid amount with interest at the rate set forth in Section 2.9(c); and (ii) reimburse Ironclad's reasonable audit costs. Audited records remain Contractor's Confidential Information.

2.11 Tax Allocation

Each Party shall be responsible for its own taxes (including income, employment, sales, use, gross receipts, telecommunications-services, and similar taxes) arising out of this Agreement. Ironclad's fees are quoted exclusive of any taxes payable by Contractor. Contractor is solely responsible for any sales, use, gross receipts, telecommunications-services taxes, or similar pass-through taxes payable in Contractor's jurisdiction on the Services Contractor receives, and any taxes payable on Contractor's revenue from its own customers. Nothing in this Agreement shall be construed to make Ironclad liable for any tax obligation of Contractor or for any tax obligation imposed in any jurisdiction outside Puerto Rico.

2.12 Expenses

Each Party shall bear its own expenses incurred in connection with this Agreement, except as expressly provided in Section 2.3 (onsite work) or any SOW.

2.13 Multi-Shop Engagements

(a) One MSA, Multiple Shops. This Agreement may cover multiple shops operated by Contractor or its Affiliates under common ownership, each listed on **Exhibit B** (the "Multi-Shop Schedule"). Each shop is a separate operational tenant for purposes of the Services, with its own Proof Chain, attribution, and Monthly Statement breakdown.

(b) Setup Fee — Tiered. The aggregate Setup Fee for multi-shop engagements is calculated as set forth in Section 2.5(a)(ii): $5,000 USD for the first shop listed on Exhibit B plus $3,000 USD for each additional shop listed on Exhibit B as of the Effective Date. Aggregate Setup Fee is payable in full upon execution. Example: a three-shop engagement = $5,000 + $3,000 + $3,000 = $11,000 USD aggregate Setup Fee.

(c) Service Fee Aggregated. The Service Fee under Section 2.6 is computed on Aggregated Attributed Revenue across all shops covered by this Agreement, although the Monthly Statement shall separately identify Attributed Revenue per shop for transparency.

(d) Adding Shops. Contractor may add a new shop under this Agreement by executing an amendment to Exhibit B, paying an additional $3,000 USD Setup Fee for such shop (the additional-shop tier per Section 2.5(a)(ii)), and executing or amending the relevant SOW. Adding a new shop does not require a new Master Services Agreement. Promotional rates per Section 2.5(d) may apply to additional-shop Setup Fees if so documented in the relevant SOW amendment.

(e) Terminating Individual Shops. Either Party may terminate Services with respect to a specific shop pursuant to Section 4 without terminating this Agreement as a whole, provided that the per-shop termination otherwise complies with Section 4. This Agreement remains in force as to other shops until terminated under its terms.

(f) Per-Shop Liability Caps. Caps and limits in Sections 7, 7B, 8, and 11 apply on a PER-SHOP basis, not aggregated across all shops covered by this Agreement. Each shop is treated as a separately-capped liability pool. The Service Fee under Section 2.6 remains computed on Aggregated Attributed Revenue across all shops per Section 2.13(c).

(g) Inactive Shop Surcharge. If any shop generates less than ONE THOUSAND U.S. DOLLARS ($1,000.00 USD) in Attributed Revenue during any three (3) consecutive calendar months, that shop shall be deemed "Inactive." While Inactive, (i) no Service Fee is due for that shop, and (ii) any future addition of shops under this Agreement shall be priced at the standalone single-shop Setup Fee rate under Section 2.5(a)(i) until the Inactive shop again generates at least $1,000 in Attributed Revenue in a single month. Ironclad shall notify Contractor in writing within five (5) Business Days of any shop becoming Inactive. Contractor may cure by reactivating the shop through normal use of the Services. This provision does not apply to any shop that has generated at least $10,000 in cumulative Attributed Revenue since Activation.

(h) Exclusion of Puerto Rico-Located Shops. No shop physically located within or operated from the Commonwealth of Puerto Rico may be added to this Agreement. If Contractor acquires a Puerto Rico-located shop during the Term, Contractor shall promptly notify Ironclad, and the Parties shall in good faith determine an appropriate scope adjustment, including the possible exclusion of the Puerto Rico shop from the Services or termination of this Agreement.

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3. TERM

This Agreement commences on the Effective Date and continues **month-to-month** until terminated by either Party as set forth in Section 4. There is no Initial Term, no minimum service duration, and no committed engagement period. Either Party may terminate this Agreement at any time pursuant to Section 4.2 (Convenience) or Section 4.3 (Cause). Each calendar month of the engagement after the Effective Date is operationally and billing-wise a discrete period; nothing in this Agreement obligates either Party to remain engaged for any minimum number of such months beyond the thirty (30)-day notice required under Section 4.2.

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4. TERMINATION

4.1 Termination by Mutual Agreement

This Agreement may be terminated at any time by mutual written agreement of the Parties.

4.2 Termination for Convenience

(a) Right and Notice. Either Party may terminate this Agreement, in whole or in part as to any specific shop, **for any reason or no reason**, upon **thirty (30) days' prior written notice** to the other Party. No cause or justification is required. The effective termination date is the thirtieth (30th) day after the other Party's receipt of the written notice, unless the Parties mutually agree in writing to an earlier or later effective date.

(b) Notice-Period Performance Scope. During the thirty (30)-day notice period, Ironclad shall continue to provide the then-current Services to Contractor in the ordinary course. Ironclad's performance obligations during the notice period are limited to maintaining then-current Services and supporting Contractor's wind-down obligations under Section 4.5; **no new shop additions, no new Statements of Work, and no material new integrations shall be undertaken during the notice period absent the Parties' mutual written agreement.** For purposes of this Section 4.2(b), a "**material new integration**" means: (i) integration with a new FSM platform not specified in Contractor's Order Form or any active SOW; (ii) provisioning of a new voice phone number, SMS short code or long code, or other messaging endpoint not in production as of the notice date; (iii) onboarding a new shop not listed on Exhibit B as of the notice date; or (iv) any change to the Services scope requiring more than one (1) Business Day of Ironclad engineering effort. **Ironclad's determination of engineering effort under clause (iv) shall be reasonable and supported by contemporaneous time records provided to Contractor upon request.** Routine schema updates within an already-integrated FSM, routine compliance-driven configuration adjustments, and ordinary-course Service maintenance are NOT material new integrations and Ironclad shall continue to perform them during the notice period.

(c) Service Fee Pro-Ration. Service Fees shall continue to accrue pursuant to Section 2.6 through the effective termination date. Upon termination, Ironclad shall issue a final Monthly Statement pursuant to Section 2.7(d) covering Attributed Revenue through the effective termination date, **pro-rated for any partial month**. The final Monthly Statement is due and payable pursuant to Section 2.9(b) (net-15) and is also subject to Section 4.5(b) (acceleration upon termination). Post-termination Service Fee obligations for Attribution Events with payment received within the ninety (90)-day Tail Period are governed by Section 2.6(c).

(d) [Reserved.] *(Former v1.3-draft.v3 cross-reference to a now-deleted Initial Service Period Minimum. Concept removed before finalization per Grok round-3 Finding #1.)*

(e) Setup Fee Treatment. The Setup Fee remains governed by Section 2.5(b) (pre-Activation refund mechanism) and Section 2.5(c) (post-Activation non-refundability), independent of this Section 4.2.

4.3 Termination for Cause; Material Breach

(a) Material Breach. A "Material Breach" includes, without limitation:

(i) Non-payment of any undisputed amount more than thirty (30) days past due, after written notice;

(ii) Intentional or repeated violation of Section 2.8 (Anti-Circumvention) (each as defined in Section 2.8(b)). For the avoidance of doubt, an isolated, unintentional Good-Faith Misroute (as defined in Section 2.8(b)) is NOT a Material Breach if cured within the cure period set forth in Section 4.3(b)(iii) below;

(iii) Repeated TCPA Law violations attributable to Contractor's failure to capture or maintain consent;

(iv) Material misrepresentation in Contractor's onboarding (including FSM credentials, business representations, or representation of non-Puerto-Rico location);

(v) Breach of Section 6 (Confidentiality);

(vi) Insolvency, bankruptcy filing (voluntary or involuntary not dismissed within sixty (60) days), assignment for the benefit of creditors, or appointment of a receiver as to either Party;

(vii) Cessation of business by either Party;

(viii) Any breach of this Agreement that materially impairs the other Party's ability to realize the benefits of this Agreement.

(b) Cure Period. Except for Material Breaches under Section 4.3(a)(vi) (Insolvency), which may be terminated immediately for cause without a cure period, a Party alleging Material Breach shall provide written notice describing the breach in reasonable detail. Cure periods are:

(i) Fifteen (15) days from receipt of notice for Material Breaches generally;

(ii) Thirty (30) days from receipt of notice for non-payment under Section 4.3(a)(i);

(iii) Thirty (30) days from receipt of notice for an isolated, unintentional Good-Faith Misroute under Section 2.8(b) — provided that intentional violations or repeated violations of Section 2.8 (Anti-Circumvention) (as defined in Section 2.8(b)) are subject to the standard fifteen (15) day cure period under Section 4.3(b)(i).

If the breach is not cured within the applicable period, the non-breaching Party may terminate this Agreement effective immediately upon written notice. No Material Breach under this Section 4.3 may be terminated without first providing the applicable cure period, except for Material Breaches under Section 4.3(a)(vi) (Insolvency).

4.4 Termination of Individual Shops

Either Party may terminate this Agreement with respect to a specific shop using the same procedures and notice periods set forth in Sections 4.2 and 4.3, without affecting Services as to any other shop. Termination of all shops covered by this Agreement constitutes termination of this Agreement.

4.5 Effects of Termination; Wind-Down Obligations

Upon termination of this Agreement, in whole or as to a specific shop:

(a) Ironclad shall promptly cease performing the Services for the affected scope; **(b)** All accrued but unpaid Service Fees shall become immediately due and payable (notwithstanding Section 2.9(b) net-15 terms); **(c)** Within thirty (30) days following the effective termination date, Ironclad shall:

(i) Provide Contractor with a complete export of Contractor Data in JSON and CSV formats, including the Proof Chain audit trail, attribution events, call transcripts, and customer records pertaining to the affected scope;

(ii) Issue Contractor a final summary statement, in plain-English narrative form, summarizing total Attributed Revenue and Service Fees paid during the Term;

(iii) Disable agents, communication channels, and integrations for the affected scope; and

(iv) Revoke Contractor's LiteLLM virtual key (if any) and other tenant-specific credentials.

(d) Within sixty (60) days following Contractor's written deletion request (which Contractor may make any time after the effective termination date), Ironclad shall delete Contractor Data from its production systems, except for: (i) aggregated, anonymized data permitted under Section 5.4; and (ii) data Ironclad is required to retain by applicable law (including tax records), in which case Ironclad shall delete such retained data promptly upon expiration of the legal retention period; **(e)** Each Party shall return or destroy the other Party's Confidential Information in accordance with Section 6.6; **(f)** Contractor's anti-circumvention obligations under Section 2.8 survive for twelve (12) months following the effective termination date as to acts or omissions occurring during the Term.

4.6 Survival

The following provisions survive termination of this Agreement: Section 2.6(c) (Post-Termination Service Fee Tail, for the ninety (90)-day Tail Period plus any reconciliation Monthly Statement issued thereafter); Section 2.8 (Anti-Circumvention, for twelve (12) months); Section 2.10 (Audit Rights, for twelve (12) months as to records of the Term); Section 5 (Intellectual Property); Section 6 (Confidentiality, on the terms of Section 6.4); Section 7 (Indemnification); Section 7B (TCPA Indemnification, indefinitely); Section 8 (Limitation of Liability); Section 13 (Dispute Resolution); Section 14 (Insurance Recommendation); Section 15 (General Provisions, to the extent applicable); and any accrued payment obligations.

4.7 No Long-Term Commitment

Contractor acknowledges and agrees that this Agreement is a **month-to-month engagement** with **no Initial Term**, no minimum service duration, and no committed engagement period beyond the thirty (30)-day notice required under Section 4.2(a). Ironclad makes no representation or warranty regarding minimum service duration. Contractor may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' prior written notice pursuant to Section 4.2.

The Setup Fee paid under Section 2.5 is **earned upon the Activation Date** and is non-refundable thereafter under all circumstances per Section 2.5(c). **Pre-Activation termination by Contractor under Section 4.2 results in a refund of the Setup Fee less Ironclad's contemporaneous documented onboarding costs (capped at $1,500), itemized and subject to a 15-Business-Day Contractor dispute window per Section 2.5(b).** Service Fees accrue from the Activation Date through the effective termination date per Section 2.6 and Section 2.9, pro-rated for any partial month under Section 4.2(c). The Post-Termination Service Fee Tail under Section 2.6(c) governs Service Fee obligations for Attribution Events recorded during the Term where payment is received within ninety (90) days after the effective termination date.

The Parties further acknowledge that the absence of a long-term commitment is a deliberate structural choice intended to align the Parties' incentives, and that Ironclad's commercial protection in this Agreement comes from (a) the Setup Fee earned at the Activation Date, (b) Service Fees that accrue from the Activation Date onward, (c) the Section 2.6(c) Post-Termination Service Fee Tail, (d) Section 2.8 (Anti-Circumvention), and (e) Section 4.3 (Termination for Cause), and not from any minimum-term commitment.

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5. INTELLECTUAL PROPERTY

5.1 Ironclad IP

As between the Parties, Ironclad retains all right, title, and interest in and to the Ironclad Methodology, including (without limitation) the agent stack, all software, models, prompts, configurations, code, runtime infrastructure, attribution algorithms, Proof Chain methodology, training data, evaluations, operational data, and all improvements, derivatives, and refinements of any of the foregoing. No license to the Ironclad Methodology is granted to Contractor under this Agreement, whether expressly or by implication.

5.2 Contractor IP and Data

As between the Parties, Contractor retains all right, title, and interest in and to Contractor Data and any trademarks, trade names, and other intellectual property of Contractor's business. Nothing in this Agreement transfers ownership of Contractor Data or Contractor's intellectual property to Ironclad.

5.3 License from Contractor to Ironclad

Contractor hereby grants Ironclad a limited, non-exclusive, royalty-free, non-transferable license, during the Term, to access, process, store, and use Contractor Data through Ironclad systems solely to perform the Services. This license terminates upon termination of this Agreement, except as expressly required for wind-down obligations under Section 4.5 and as required by Section 5.4 below.

5.4 Aggregated Data

Notwithstanding any other provision of this Agreement, Ironclad may collect, retain, and use de-identified, aggregated data derived from the operation of the Services across multiple Ironclad customers (the "Aggregated Data"), provided that:

(a) Aggregated Data is not personally identifiable to any individual customer of Contractor; **(b)** Aggregated Data is not specifically attributable to Contractor by any third party (and Ironclad shall apply a "k-anonymity" floor of N=10 cohort minimum and reasonable noise to any Aggregated Data published or shared with third parties); and **(c)** Aggregated Data may be used by Ironclad for product improvement, cross-customer benchmarks, research, and disclosure to Ironclad's other customers, subject to (a) and (b).

5.5 Improvements

Ironclad retains all right, title, and interest in and to any improvements, modifications, enhancements, derivatives, or refinements of the Ironclad Methodology, regardless of whether such improvements arise from feedback, suggestions, or usage data provided by or generated through Contractor. Contractor hereby assigns to Ironclad any rights it may have or acquire in any such improvements.

5.6 Reference Rights — Default Yes with Notice

(a) Default Authorization. Subject to Section 5.6(b), Contractor authorizes Ironclad to use Contractor's name and logo, and to describe Contractor's general use of the Services (without disclosing Contractor's Confidential Information or specific Attributed Revenue figures), in Ironclad's marketing materials, customer references, case studies, website, and investor materials.

(b) Opt-Out Right. Contractor may opt out of the authorization in Section 5.6(a) at any time by providing thirty (30) days' prior written notice to Ironclad. Following effective opt-out, Ironclad shall: (i) cease using Contractor's name and logo in any new marketing materials; and (ii) make commercially reasonable efforts to remove Contractor's name and logo from existing materials within ninety (90) days, except that Ironclad may continue using such materials as historical reference (including in archived investor decks, prior contract negotiations, and regulatory filings) without modification.

(c) No Endorsement Implied. Use of Contractor's name and logo under this Section 5.6 does not constitute or imply endorsement by Contractor of Ironclad's other customers or services.

5.7 No License to Trademarks

Each Party reserves all rights to its trademarks, service marks, and trade names. Section 5.6 does not grant any license to Contractor's trademarks beyond the specific authorization there stated.

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6. CONFIDENTIALITY

6.1 Definition

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether disclosed orally, in writing, electronically, or by inspection of tangible objects, that is either: (a) marked or identified as "confidential," "proprietary," or with similar designation at the time of disclosure; or (b) reasonably understood to be confidential given its nature and the circumstances of disclosure. Confidential Information includes, without limitation: business plans, pricing, customer information, employee information, vendor information, technical methods, source code, prompts, models, financial information, this Agreement (including its terms and the existence of negotiations), Proof Chain data, attribution methodology, and Trade Secrets.

6.2 Obligations

Each Receiving Party shall: (a) protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (b) use Confidential Information solely to perform under this Agreement; and (c) limit access to Confidential Information to those of its personnel, advisors, and contractors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those set forth herein.

6.3 Carve-Outs

The obligations in Section 6.2 do not apply to information that the Receiving Party can demonstrate by competent evidence: (a) was lawfully in its possession before disclosure by the Disclosing Party; (b) is or becomes publicly known through no fault of the Receiving Party; (c) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without a confidentiality obligation.

6.4 Term

The obligations in Section 6.2 survive termination of this Agreement for a period of three (3) years, except that obligations regarding Trade Secrets continue indefinitely until the Trade Secret enters the public domain through no fault of the Receiving Party.

6.5 Required Disclosures

If a Receiving Party is required by law, regulation, court order, or governmental authority to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted, give the Disclosing Party prompt written notice of the requirement and reasonable cooperation in seeking a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of Confidential Information legally required to be disclosed.

6.6 Return or Destruction

Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall, within thirty (30) days, return or destroy all Confidential Information in its possession, except: (a) one archival copy retained in a secure location for legal, audit, or regulatory purposes; and (b) Confidential Information stored in routine backup systems, which shall be deleted in accordance with the Receiving Party's normal retention schedules and remain subject to confidentiality obligations until deleted. The Receiving Party shall, upon request, certify in writing the return or destruction.

6.7 Equitable Relief

Each Party acknowledges that breach of confidentiality may cause irreparable harm for which money damages are inadequate, and agrees that the Disclosing Party shall be entitled to seek equitable relief (including injunction and specific performance) without the necessity of posting bond or proving actual damages, in addition to all other available remedies.

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7. INDEMNIFICATION

7.1 General Mutual Indemnification

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, directors, employees, Affiliates, and successors (each, an "Indemnified Party") from and against any third-party claims, actions, demands, judgments, settlements, damages, attorneys' fees, costs, and other liabilities arising out of:

(a) The Indemnifying Party's breach of this Agreement; **(b)** The Indemnifying Party's gross negligence, willful misconduct, or fraud; **(c)** Infringement of any third-party intellectual property by the Indemnifying Party's contributed materials; or **(d)** The Indemnifying Party's violation of law in connection with this Agreement.

7.2 Contractor-Specific Indemnification

In addition to Section 7.1, Contractor shall defend, indemnify, and hold harmless Ironclad and the Indemnified Parties from third-party claims arising out of:

(a) Contractor's customer data, including claims that such data was incorrect, unauthorized, or unlawfully obtained; **(b)** Contractor's regulatory non-compliance, including failures to maintain required state licenses, EPA certifications, OSHA compliance, or other trade-specific regulatory obligations; **(c)** Claims by Contractor's own employees, contractors, customers, or vendors arising out of Contractor's conduct of its business; and **(d)** Any matter for which Contractor is required to indemnify Ironclad under Section 7B (TCPA Indemnification).

7.3 Ironclad-Specific Indemnification

In addition to Section 7.1, Ironclad shall defend, indemnify, and hold harmless Contractor and the Indemnified Parties from third-party claims arising out of:

(a) Infringement claims based on the Ironclad Methodology (subject to Section 7.4 cap); and **(b)** Breach of Section 6 (Confidentiality) by Ironclad's personnel.

7.4 Indemnification Cap

Except as provided in Section 7.5 (carve-outs) and Section 7B (TCPA Indemnification, which is uncapped), each Party's aggregate indemnification obligation under this Section 7 is capped at the **greater of (a) the fees paid by Contractor to Ironclad under this Agreement in the twelve (12) months preceding the event giving rise to the indemnification claim; or (b) FIFTY THOUSAND U.S. DOLLARS ($50,000.00 USD)**.

7.5 Carve-Outs from Cap

The cap in Section 7.4 does NOT apply to indemnification obligations arising from: (a) fraud; (b) gross negligence; (c) willful misconduct; (d) infringement of the other Party's intellectual property by the Indemnifying Party's contributed materials; (e) breach of Section 6 (Confidentiality); or (f) Contractor's obligations under Section 7B (TCPA Indemnification, which is fully uncapped per its terms).

7.6 Defense Procedures

(a) Notice. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim subject to indemnification, providing reasonable detail. Failure to provide prompt notice does not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced.

(b) Control of Defense. The Indemnifying Party shall have the right to control the defense of any indemnified claim, including the selection of counsel, provided that counsel is reasonably acceptable to the Indemnified Party. The Indemnified Party may participate in the defense at its own expense.

(c) Settlement. The Indemnifying Party may not settle any indemnified claim without the Indemnified Party's prior written consent (which shall not be unreasonably withheld) if such settlement: (i) requires the Indemnified Party to admit fault or wrongdoing; (ii) requires the Indemnified Party to pay any amount; or (iii) imposes any non-monetary obligation, injunction, or restriction on the Indemnified Party.

(d) Cooperation. Each Party shall reasonably cooperate with the other in the defense of any indemnified claim, at the Indemnifying Party's expense.

7B. TCPA INDEMNIFICATION (STANDALONE; UNCAPPED)

7B(a) Acknowledgments by Contractor

Contractor expressly acknowledges that:

(i) Contractor is solely responsible for capturing, documenting, and maintaining all consents required under the Telephone Consumer Protection Act (47 U.S.C. § 227, as amended), the Telemarketing Sales Rule (16 C.F.R. § 310, as amended), the Federal Communications Commission's implementing regulations (47 C.F.R. § 64.1200), the National Do Not Call Registry, and applicable state consumer-protection statutes including but not limited to Florida's Telephone Solicitation Act (Fla. Stat. § 501.059), Oklahoma's Telephone Solicitation Act (Okla. Stat. tit. 15 § 775C), Maryland's Telephone Solicitation Act (Md. Code, Com. Law § 14-3201 et seq.), Washington's Commercial Electronic Mail Act (RCW 19.190), the California Consumer Privacy Act and California Invasion of Privacy Act to the extent applicable, and any successor or analogous federal or state law (collectively, "TCPA Laws").

(ii) Ironclad provides operational compliance gates as part of the Services, including but not limited to dial-gate, time-window, geofence, consent-ledger, and emergency-screen functions, as documented in Ironclad's then-current technical compliance documentation (the "Compliance Gates"). The Compliance Gates are operational tools and are NOT a substitute for, and do not assume, Contractor's primary obligations under Section 7B(a)(i).

(iii) Contractor's instruction to bypass, disable, or override any Compliance Gate, or any attempt by Contractor to circumvent any Compliance Gate, constitutes a Material Breach of this Agreement and shall not absolve Contractor of any obligation under this Section 7B.

7B(b) Indemnification — Defend, Indemnify, Hold Harmless

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS IRONCLAD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND SUCCESSORS (COLLECTIVELY, THE "IRONCLAD INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, INVESTIGATIONS, ENFORCEMENT PROCEEDINGS (INCLUDING WITHOUT LIMITATION THOSE INITIATED BY THE FEDERAL COMMUNICATIONS COMMISSION, FEDERAL TRADE COMMISSION, OR ANY STATE ATTORNEY GENERAL), JUDGMENTS, ARBITRATION AWARDS, SETTLEMENTS, STATUTORY DAMAGES, FINES, PENALTIES, ATTORNEYS' FEES, EXPERT WITNESS FEES, COURT COSTS, AND OTHER LIABILITIES OF ANY KIND ARISING OUT OF OR RELATING TO:

(i) Contractor's failure to capture, document, or maintain consents required under TCPA Laws; **(ii)** Inaccurate, outdated, or unauthorized phone numbers or customer-identification data provided by Contractor to Ironclad; **(iii)** Contractor's failure to honor any opt-out, consent revocation, or Do Not Call request from a consumer; **(iv)** Contractor's instruction to bypass, disable, or override any Compliance Gate, or any attempt by Contractor to circumvent any Compliance Gate; **(v)** Contractor's use of any third-party data source — including without limitation purchased lead lists, scraped data, public-records data, or skip-traced data — that does not satisfy TCPA Laws' consent or pre-authorization requirements; and **(vi)** Any class action, collective action, representative action, or aggregated proceeding arising from items (i) through (v).

7B(c) Uncapped; Exclusion from All Other Caps

The indemnification under this Section 7B is **EXPRESSLY UNCAPPED** and is not subject to: (i) the cap in Section 7.4; (ii) the limitation of liability in Section 8; or (iii) any other cap, limit, or restriction on liability set forth elsewhere in this Agreement. THE PARTIES ACKNOWLEDGE THAT THE UNCAPPED NATURE OF THIS INDEMNIFICATION REFLECTS (A) THE ASYMMETRIC SEVERITY OF TCPA ENFORCEMENT, INCLUDING STATUTORY DAMAGES THAT MAY BE TRIPLED FOR WILLFUL VIOLATIONS AND CLASS-ACTION MECHANICS THAT CAN AGGREGATE INTO HIGHLY SUBSTANTIAL JUDGMENTS; (B) CONTRACTOR'S EXCLUSIVE CONTROL OVER ITS CONSENT PRACTICES; AND (C) IRONCLAD'S REASONABLE EXPECTATION THAT CONTRACTOR WILL NOT EXTERNALIZE THE CONSEQUENCES OF CONSENT FAILURES ONTO IRONCLAD.

7B(d) Survival

The obligations of this Section 7B survive termination of this Agreement indefinitely as to any claims arising from acts or omissions occurring during the Term.

7B(e) Defense Procedures

The defense procedures of Section 7.6 apply to claims under this Section 7B, except that Section 7B claims are not subject to any cap, basket, or threshold.

7B(f) Compliance Gates Not a Defense

The existence, design, or operation of the Compliance Gates is not a defense to Contractor's obligations under this Section 7B. If Contractor believes a Compliance Gate has malfunctioned, that is a separate service-level matter under Section 11 and does NOT affect Contractor's obligations under this Section 7B.

7B(g) Belt-and-Suspenders Acknowledgment

The Parties acknowledge that this Section 7B duplicates, in part, the indemnification provisions of Section 7. The duplication is intentional. This Section 7B operates independently of Section 7 and remains in full force and effect even if any provision of Section 7 is held invalid, unenforceable, or modified in any respect.

7B(h) Interaction with Dispute Resolution

For the avoidance of doubt, the limited carve-out to the class-action waiver set forth in Section 13.11 (preserving statutory class rights under TCPA Laws) does not limit, reduce, or affect Contractor's full indemnification obligations under this Section 7B. Contractor remains obligated to defend, indemnify, and hold harmless the Ironclad Indemnified Parties for all liabilities arising from TCPA violations attributable to Contractor, whether such claims are pursued individually, as a class action, or in any other form permitted by applicable statute.

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8. LIMITATION OF LIABILITY

8.1 Exclusion of Consequential Damages

EXCEPT AS PROVIDED IN SECTION 8.3 (CARVE-OUTS) AND SECTION 7B (TCPA INDEMNIFICATION, WHICH IS UNCAPPED), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE OR COVER SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, OR STATUTORY) AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Aggregate Cap

EXCEPT AS PROVIDED IN SECTION 8.3 AND SECTION 7B, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE **GREATER OF (A) THE FEES PAID BY CONTRACTOR TO IRONCLAD UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIFTY THOUSAND U.S. DOLLARS ($50,000.00 USD)**.

8.3 Carve-Outs

The exclusions in Section 8.1 and the cap in Section 8.2 do NOT apply to:

(a) Liability arising from fraud, gross negligence, or willful misconduct of the liable Party; **(b)** Liability arising from infringement of the other Party's intellectual property by the liable Party's contributed materials; **(c)** Liability arising from breach of Section 6 (Confidentiality); **(d)** Contractor's obligations under Section 7B (TCPA Indemnification — uncapped per its terms); **(e)** Contractor's payment obligations under this Agreement, including without limitation Service Fees, late-payment interest, and amounts due upon termination; **(f)** Liquidated damages under Section 2.8(b)(iii); **(g)** Either Party's indemnification obligations to the extent they fall within Section 7's carve-outs in Section 7.5; and **(h)** Either Party's fraud, intentional misrepresentation, or willful misconduct proven by clear and convincing evidence.

8.4 Basis of Bargain

The Parties acknowledge that the limitations and exclusions in this Section 8 reflect an essential basis of the bargain between the Parties and the fee structure of this Agreement. These limitations and exclusions shall apply notwithstanding any failure of essential purpose of any limited remedy.

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9. COMPLIANCE WITH LAWS

9.1 General

Each Party shall comply with all laws applicable to its performance under this Agreement.

9.2 TCPA and Consumer Protection — Allocation

(a) Contractor's Obligations. Contractor shall:

(i) Capture and maintain consumer consent for all outbound communications conducted through the Services in accordance with TCPA Laws;

(ii) Provide accurate phone numbers, customer identifications, and consent records to Ironclad as required for the Services;

(iii) Honor all consumer opt-out, revocation, and Do Not Call requests, and ensure such opt-outs are reflected in records provided to Ironclad;

(iv) Maintain compliance with all state-specific consumer-protection laws applicable to its operations, including state-specific TCPA-plus laws; and

(v) Maintain CTIA messaging compliance and any required 10DLC registration for SMS communications.

(b) Ironclad's Obligations. Ironclad shall provide and operate the Compliance Gates consistent with its then-current technical compliance documentation. Ironclad shall apply the Compliance Gates by default to all outbound communications conducted through the Services.

(c) No Bypass. Contractor shall not request, instruct, direct, or attempt to bypass, disable, or override the Compliance Gates. Any such request, instruction, direction, or attempt is a Material Breach.

(d) Indemnification. Indemnification arising from the foregoing is governed by Sections 7 and 7B.

9.3 Privacy Laws

Each Party shall comply with applicable privacy laws governing its processing of personal data in connection with the Services, including without limitation the California Consumer Privacy Act and the California Privacy Rights Act (collectively, "CCPA"), the General Data Protection Regulation ("GDPR") to the extent applicable, and any state-level privacy laws to which it is subject.

9.4 Regulatory Compliance — Contractor's Trade

Contractor represents and warrants that Contractor holds, and shall maintain throughout the Term, all licenses, certifications, and registrations required to perform its trade in every state of operation, including without limitation state contractor licenses, EPA certifications (where applicable), and OSHA compliance. Ironclad makes no representation about Contractor's regulatory status and undertakes no obligation to monitor, advise, or enforce Contractor's regulatory compliance.

9.5 No Performance of Regulated Activities by Ironclad

Ironclad provides administrative, communication, and attribution services. Ironclad does not, and is not authorized to, perform any work that requires Contractor's trade license, EPA certification, or other professional credential, including without limitation: providing legally binding diagnostic recommendations, dispatching field technicians to perform regulated work, or quoting regulated procedures (e.g., refrigerant disposal under 40 C.F.R. § 82). Ironclad's communication systems may field initial inquiries and shall escalate any technical or regulatory question to Contractor's licensed personnel.

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10. FORCE MAJEURE

10.1 Definition

A "Force Majeure Event" means any cause beyond the reasonable control of the affected Party, including without limitation: acts of God, natural disasters, hurricanes, earthquakes, fires, floods; war, terrorism, civil unrest; government acts, embargoes, sanctions; strikes or labor disputes (other than those of the affected Party's own personnel); epidemic, pandemic, or public-health emergency; failure or material disruption of internet, telecommunications, electricity, or third-party cloud infrastructure not under the affected Party's control.

10.2 Suspension of Performance

Neither Party shall be liable for any delay or failure to perform (other than payment obligations) due to a Force Majeure Event. The affected Party shall promptly notify the other in writing of the Force Majeure Event and shall use commercially reasonable efforts to resume performance.

10.3 Termination Right

If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement on fourteen (14) days' written notice without further liability, except for accrued obligations as of the termination date.

10.4 Payment Obligations Not Excused

For the avoidance of doubt, a Force Majeure Event does not excuse or suspend Contractor's obligation to pay any Service Fees that have accrued for Services performed prior to the Force Majeure Event.

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11. SERVICE LEVEL AGREEMENT

11.1 Uptime Target

Ironclad shall use commercially reasonable efforts to maintain monthly Service availability of **99.5% measured on a calendar-month basis** ("Monthly Uptime"). Monthly Uptime is calculated as: (Total Minutes in Calendar Month − Downtime Minutes) ÷ Total Minutes in Calendar Month, expressed as a percentage.

11.2 Exclusions

For purposes of Monthly Uptime calculation, "Downtime Minutes" do NOT include:

(a) Scheduled maintenance, announced at least forty-eight (48) hours in advance, capped at four (4) hours per calendar month; **(b)** Force Majeure Events; **(c)** Outages of third-party providers not under Ironclad's reasonable control, including without limitation upstream LLM providers, telephony providers, SMS providers, cloud infrastructure providers, payment processors, e-signature providers, and the Puerto Rico power grid; **(d)** Outages or disruptions caused by Contractor or by issues on Contractor's side, including without limitation FSM-system unavailability, Contractor's internet connectivity, incorrect Contractor credentials, or Contractor's misconfigurations; and **(e)** Beta or preview features expressly designated as "preview" or "beta."

11.3 Service Credits

If Monthly Uptime falls below 99.5% in any calendar month, Contractor's primary remedy is a service credit calculated as follows:

Monthly Uptime	Service Credit (% of Service Fees for that month)
≥ 99.5%	0%
99.0% – 99.49%	10%
98.0% – 98.99%	25%
95.0% – 97.99%	50%
< 95.0%	100% (capped)

Service credits are capped at 100% of Service Fees for the affected month. Contractor must request the service credit in writing within thirty (30) days of the end of the affected month; failure to timely request waives the credit. Service credits are applied against future Service Fees, not refunded in cash, except where applied at termination.

11.4 Material Breach for Sustained Underperformance

Failure to meet 99.5% Monthly Uptime for two (2) consecutive months OR three (3) months in any twelve (12) month period constitutes Material Breach giving rise to Contractor's termination right under Section 4.3, in addition to (not in lieu of) service credits under Section 11.3. Service credits remain Contractor's primary remedy for individual months below threshold.

11.5 Termination Right for Sustained SLA Failure

If Monthly Uptime falls below 95.0% in two (2) consecutive calendar months (the "Sustained Failure"), Contractor may terminate this Agreement for cause under Section 4.3 upon thirty (30) days' written notice given within sixty (60) days of the second affected month.

11.6 Future Reassessment

Ironclad may, upon material hardware or infrastructure upgrade, propose a higher Monthly Uptime target by written notice to Contractor. Adoption of a higher target shall be by written amendment to this Agreement.

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12. DATA OWNERSHIP AND PORTABILITY

12.1 Contractor Owns Contractor Data

Contractor Data is and remains Contractor's property at all times during and after the Term, subject to the license granted in Section 5.3.

12.2 Export During Term

Contractor may, at any time during the Term, request export of Contractor Data. Ironclad shall provide such export within fifteen (15) Business Days, in JSON and CSV formats, including the Proof Chain audit trail. Up to one (1) such export per calendar quarter is provided at no charge; additional exports may be subject to reasonable processing fees.

12.3 Export Upon Termination

Section 4.5(c) governs Contractor Data export upon termination.

12.4 Deletion Upon Request

Section 4.5(d) governs Contractor Data deletion upon Contractor's request.

12.5 Aggregated Data Retention

Section 5.4 governs retention and use of de-identified Aggregated Data.

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13. DISPUTE RESOLUTION

13.1 Governing Law

This Agreement is governed by and construed under the laws of the Commonwealth of Puerto Rico, without regard to its conflict-of-laws principles. The Parties expressly acknowledge that Ironclad's Puerto Rico-based operation under the Puerto Rico Incentives Code is the basis for this choice of law and that the Parties intend Puerto Rico law to apply notwithstanding any contact with any other jurisdiction.

13.2 Tiered Resolution

Disputes are resolved on a tiered basis, calibrated to amount in controversy:

(a) Disputes less than $25,000 USD: Mandatory non-binding mediation FIRST under Section 13.3. If unresolved, escalation to binding arbitration under Section 13.4.

(b) Disputes $25,000 USD or greater: Direct binding arbitration under Section 13.4.

The amount in controversy is determined by reference to the moving Party's good-faith assessment at the time of initiating the dispute. If the actual recovery exceeds $25,000 USD in a dispute initiated as below the threshold, the threshold provisions still apply.

13.3 Mandatory Mediation (Disputes Less Than $25,000)

For any dispute, claim, or controversy arising out of or relating to this Agreement where the amount in controversy is less than $25,000 USD, the Parties shall attempt resolution through mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before initiating arbitration.

(a) Initiation. Either Party may initiate mediation by written demand to the other Party.

(b) Mediator Selection. The mediator shall be selected from AAA's Puerto Rico commercial panel by mutual agreement; if the Parties do not agree within fourteen (14) days of the demand, AAA shall appoint.

(c) Seat. The seat of mediation shall be San Juan, Puerto Rico. Mediation may be conducted in person or by video conference at the mediator's discretion.

(d) Costs. Each Party shall bear its own costs of preparing for and attending mediation, including its own attorneys' fees. Mediator fees and AAA administrative fees shall be split equally between the Parties.

(e) Confidentiality. All mediation communications, statements, offers, and submissions are confidential and inadmissible in any subsequent arbitration or court proceeding, except as required by law.

(f) Escalation. If the dispute is unresolved within thirty (30) days of mediation commencement (or such longer period as the Parties may agree in writing), either Party may proceed to binding arbitration under Section 13.4.

(g) Condition Precedent. Mediation is a condition precedent to filing arbitration for disputes less than $25,000 USD. A Party's failure to participate in mediation in good faith may be considered by the arbitrator in awarding attorneys' fees and costs in any subsequent arbitration.

13.4 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement that is not resolved through mediation under Section 13.3, or any dispute where the amount in controversy is $25,000 USD or greater, shall be resolved by binding arbitration administered by AAA under its Commercial Arbitration Rules. The seat of arbitration shall be San Juan, Puerto Rico. The arbitration shall be conducted in English.

13.5 Arbitrator Selection

The arbitration shall be conducted by:

(a) A single arbitrator if the amount in controversy is less than $250,000 USD; or **(b)** A panel of three (3) arbitrators if the amount in controversy is $250,000 USD or greater.

Arbitrators shall be selected pursuant to AAA's Commercial Arbitration Rules.

13.6 Discovery Limits

Discovery in arbitration shall be limited to documents directly relevant to the issues in dispute. There shall be no depositions absent order of the arbitrator(s) upon a showing of substantial need.

13.7 Confidentiality of Proceedings

The arbitration, all matters relating thereto, all evidence and submissions, and all awards shall be kept confidential by the Parties, the arbitrator(s), and AAA personnel.

13.8 Court Carve-Out for Emergency Relief

Notwithstanding Sections 13.2 through 13.7, a Party may seek emergency injunctive relief (including temporary restraining orders and preliminary injunctions) in a court of competent jurisdiction located in San Juan, Puerto Rico, for emergencies relating to: (a) intellectual property infringement; (b) breach of confidentiality; (c) anti-circumvention violations under Section 2.8; or (d) imminent regulatory violations. Such filing does not waive any Party's right to mediation or arbitration of the underlying merits.

13.9 Confirmation and Enforcement

Any arbitration award may be confirmed and enforced in any court of competent jurisdiction.

13.10 Waiver of Jury Trial

To the maximum extent permitted by applicable law, each Party waives any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement.

13.11 Class Action Waiver

EACH PARTY WAIVES THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, WHETHER IN MEDIATION, ARBITRATION, OR ANY OTHER FORUM. DISPUTES SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS.

Notwithstanding the foregoing, this class action waiver does not apply to claims under the Telephone Consumer Protection Act (47 U.S.C. § 227) or analogous state consumer-protection statutes where the statute provides for class adjudication and class waiver would render the statutory remedy unavailable. For such claims, individual arbitration in San Juan remains required, but Contractor preserves any class rights expressly conferred by the applicable statute.

13.12 Attorneys' Fees

In any arbitration, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including arbitrator fees and AAA administrative fees. In mediation, each Party shall bear its own attorneys' fees, except that the arbitrator (in any subsequent arbitration following failed mediation) may award fees against a Party that failed to participate in mediation in good faith.

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14. INSURANCE RECOMMENDATION

14.1 Strong Recommendation; Not Required

Ironclad strongly recommends that Contractor maintain, at Contractor's sole expense, throughout the Term and for at least two (2) years thereafter:

(a) Commercial General Liability ("CGL") insurance with limits not less than $1,000,000 USD per occurrence and $2,000,000 USD aggregate; **(b)** Cyber Liability insurance covering data-breach response, regulatory defense costs, notification obligations, and third-party claims arising from data incidents, with limits not less than $1,000,000 USD per claim; **(c)** If Contractor operates in regulated trades, professional liability ("Errors & Omissions") insurance appropriate to the trade with limits not less than $1,000,000 USD; and **(d)** Workers' compensation insurance as required by applicable law in each state of operation.

14.2 Acknowledgment of Exposure

Contractor acknowledges and understands that:

(a) Contractor has undertaken substantial indemnification obligations under Sections 7 and 7B of this Agreement, including obligations that are uncapped (such as Section 7B and certain carve-outs under Section 7.5);

(b) A single covered event — including a TCPA class action, a state Attorney General enforcement action, a customer-injury claim, a data breach, or a regulatory enforcement matter — can result in liabilities exceeding $1,000,000 USD and, in some cases, exceeding $10,000,000 USD;

(c) Contractor should consult its own legal counsel regarding entity formation, capitalization, and personal liability protection. Ironclad makes no representations or advice regarding veil-piercing doctrine, alter-ego liability, or any matter of corporate or personal liability law. This provision is informational only and does not constitute legal advice; and

(d) The recommended coverages in Section 14.1 are not exhaustive; Contractor should consult with a qualified insurance broker and / or legal counsel to evaluate Contractor's specific risk profile and coverage needs.

14.3 Not Required; No Verification

Notwithstanding Section 14.1:

(a) Contractor is NOT required by this Agreement to maintain any specific insurance coverage; **(b)** Ironclad does not request, require, or verify any certificate of insurance from Contractor; **(c)** Contractor's failure to maintain any recommended coverage is not a breach of this Agreement; **(d)** Ironclad's recommendation does not establish any duty on Ironclad's part to monitor, advise, or enforce Contractor's insurance practices; and **(e)** Nothing in this Section 14 modifies, reduces, or limits Contractor's indemnification obligations under any other provision of this Agreement; in particular, the absence of insurance does NOT cap or modify Contractor's indemnification obligations.

14.4 Optional Additional Insured

If Contractor elects to obtain or maintain CGL or Cyber Liability insurance, Contractor may, at its option, name Ironclad as an additional insured on its CGL policy. Doing so is not required and is not a condition of the Services. Contractor's election is purely Contractor's choice.

14.5 Survival

This Section 14 survives termination of this Agreement.

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15. GENERAL PROVISIONS

15.1 Notices

All notices under this Agreement shall be in writing and shall be deemed given when:

(a) Delivered in person to the receiving Party; **(b)** Sent by recognized overnight courier (e.g., FedEx, UPS), one (1) Business Day after dispatch; **(c)** Sent by certified mail, return receipt requested, three (3) Business Days after dispatch; or **(d)** Sent by email to the receiving Party's notice email address, with confirmation of receipt (which may be in the form of a non-bounce confirmation), one (1) Business Day after sending — provided that legal notices (including notices of breach, termination, indemnification, and dispute) shall additionally be sent by overnight courier or certified mail.

Notices to Ironclad shall be addressed to: Ironclad Solutions, LLC, 1654 Calle Tulipan, Ste 100, San Juan, Puerto Rico 00927-6242, Attn: Legal — with email copy to legal@ironcladsolutions.ai.

Notices to Contractor shall be addressed to the address set forth above and to: ______________________________ (email).

Either Party may change its notice address by written notice to the other.

15.2 Assignment

Contractor may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Ironclad's prior written consent. Ironclad may assign this Agreement, in whole or in part, without Contractor's consent: (a) to an Affiliate; (b) to a successor in interest in connection with a merger, acquisition, sale of substantially all assets, or corporate reorganization; or (c) by operation of law in any of the foregoing transactions. Any attempted assignment in violation of this Section is void.

15.3 Successors and Assigns

Subject to Section 15.2, this Agreement binds and inures to the benefit of the Parties and their respective permitted successors and assigns.

15.4 Amendment

This Agreement may be amended only by a written instrument signed by an authorized representative of each Party. Email exchanges, course of dealing, or oral statements do not constitute amendments.

15.5 Waiver

No failure or delay by either Party in exercising any right or remedy shall constitute waiver thereof. Any waiver must be in writing signed by the waiving Party and shall apply only to the specific matter waived.

15.6 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that most nearly reflects the original intent.

15.7 Entire Agreement; Integration

This Agreement, together with all Statements of Work, Exhibits, and amendments, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations, agreements, representations, and understandings, whether oral or written. Marketing materials, sales presentations, and pre-contract communications are expressly excluded from the integrated agreement.

15.8 Counterparts and Electronic Signature

This Agreement may be executed in counterparts, each of which constitutes an original, and all of which together constitute one agreement. Execution by electronic signature platform (including DocuSeal, DocuSign, or similar) is fully effective and the resulting electronic signatures are deemed originals for all purposes.

15.9 Construction

Headings are for convenience only and do not affect interpretation. The rule of construction against the drafter shall not apply to this Agreement; both Parties have had the opportunity to review and propose changes. Words importing the singular include the plural and vice versa. References to "including" mean "including without limitation."

15.10 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. No other person or entity is an intended third-party beneficiary or has any rights under this Agreement.

15.11 Cumulative Remedies

Except where this Agreement expressly states a sole remedy (such as Section 11.4 service credits), all remedies under this Agreement are cumulative and not exclusive.

15.12 Language

This Agreement is executed in English. The Parties acknowledge that English is the binding language for interpretation, even if a translation is provided for convenience.

15.13 Currency

All monetary amounts are in U.S. Dollars (USD).

15.14 No Presumption Against Drafter

Each Party has had the opportunity to review this Agreement and to consult with counsel of its choosing. No rule of construction shall apply to disadvantage either Party as the drafter.

15.15 Reciprocal Insurance Acknowledgment

Ironclad represents that it maintains commercial general liability insurance and other coverages appropriate to its operations from Puerto Rico. This representation is informational; Ironclad has no contractual obligation to maintain any specific level of insurance or to provide certificates of insurance to Contractor.

15.16 No PR-Located Operations by Contractor

Contractor represents and warrants that, as of the Effective Date, Contractor is not a Puerto Rico resident, is not domiciled in Puerto Rico, and does not maintain a place of business in Puerto Rico. Contractor shall promptly notify Ironclad in writing if any of these representations cease to be true during the Term, in which case the Parties shall in good faith determine an appropriate scope adjustment, including the possible termination of this Agreement.

SIGNATURES

The Parties have executed this Master Services Agreement as of the Effective Date.

IRONCLAD SOLUTIONS, LLC

By: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

[CONTRACTOR LEGAL NAME]

By: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT A — STATEMENT OF WORK

[To be drafted per contractor / per shop. Includes: - Tenant identification (legal entity, trade names, addresses) - FSM platform(s) integrated - Communication channels (voice number(s), SMS short/long code, web form) - Trade-specific configurations - Activation timeline - Any onsite scope (within Section 2.3 limits)]

EXHIBIT B — MULTI-SHOP SCHEDULE

Setup Fee structure (per Section 2.5(a)(ii)): $5,000 USD for the first shop listed below; $3,000 USD for each additional shop. Aggregate = $5,000 + $3,000 × (count of shops − 1).

#	Legal Entity	Trade Name (DBA)	Trade(s)	Primary Address	FSM Type	Activation Date	Setup Fee Tier
1							$5,000 (first shop)
2							$3,000 (additional)
3							$3,000 (additional)

Aggregate Setup Fee for this engagement: $__________ USD

[For multi-shop engagements only. Single-shop engagements omit this exhibit. Promotional rates under Section 2.5(d), if applicable, are documented on the Statement of Work (Exhibit A), not on this Exhibit B.]

END OF AGREEMENT