TRADELEAD RECOVERY

Master Services Agreement Terms and Exhibits

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These Master Services Agreement Terms (the "Terms") apply to the services TradeLead Recovery provides under an Order Form that identifies these Terms by version. Capitalized terms are defined in Exhibit A.

1. Agreement structure and incorporation

(a) These Terms and the Exhibits are published at the canonical URL above and at a permanent URL specific to each version. They are incorporated into each Order Form that identifies them by version number and effective date.

(b) The Agreement. "Agreement" means, for a given order: the Order Form; these Terms at the version identified in that Order Form; the Exhibits marked applicable in that Order Form; and any executed Change Order for that order.

(c) Assent. By signing or electronically accepting an Order Form, Client confirms that it had the opportunity to review these Terms and the applicable Exhibits before accepting and agrees to be bound by them. Provider will retain a record of the acceptance, including the accepting name and email, the date and time, the version accepted, and a hash of the accepted documents, and will provide that record to Client on request.

(d) Availability. Provider will deliver a PDF copy of any identified version to Client by email at no charge on request.

(e) Nothing else is incorporated. No website terms of use, privacy notice, proposal, pitch deck, marketing material, help-center article, service description or prior discussion forms part of the Agreement unless expressly incorporated by an Order Form. Provider's website terms of use and privacy notice govern use of Provider's public website only and do not modify the Agreement.

2. Order of precedence

If the documents making up the Agreement conflict, the following order controls, highest first:

(a) the Order Form, as to that order only and only to the extent of the stated conflict; (b) executed Change Orders for that order, most recent first; (c) Exhibit E, as to data protection and security; (d) the remaining applicable Exhibits; and (e) these Terms.

A summary of terms provided for convenience — including any key-terms summary in an Order Form — does not override the full text of these Terms.

3. Version control and changes to these Terms

(a) Version pinning. The version of these Terms identified in an Order Form is the version that governs that order. If the document published at the canonical URL differs from the version identified in the Order Form, the version identified in the Order Form controls for that order.

(b) No change during the initial term. Provider will not apply a changed version of these Terms to an order during that order's initial term.

(c) Changes at renewal. After the initial term, Provider may apply an updated version effective at the start of a renewal month, on at least 30 days' written notice to the Client notice email. The notice will identify the new version, its effective date, its permanent URL, and a plain-language description of what changed.

(d) Right to reject a material change. If an updated version materially and adversely affects Client, Client may terminate the affected order without penalty, effective on or before the date the updated version would take effect, by written notice given within 15 days after Provider's notice. If Client does not terminate and continues to use the Services after the effective date, the updated version applies from that date forward.

(e) No retroactive effect. An updated version applies only from its effective date forward. It does not alter rights, obligations or liabilities that accrued under an earlier version.

(f) Immediate changes. Provider may make a change effective without the notice period in subsection (c) only where required by law, by a regulator, by a telecommunications carrier or third-party platform, or to address an active security or fraud risk. Any such change will be no broader than reasonably necessary, and Provider will notify Client promptly and explain the basis.

(g) Archive and integrity. Provider will maintain each published version at a permanent, unchanging URL, together with an index of all versions and their effective dates, for at least five years after the last order governed by that version terminates. Provider will not edit a published version in place.

4. Services and orders

Provider will supply the Services identified in an executed Order Form. Each Order Form is a separate commercial order governed by these Terms. Provider may use subcontractors and third-party platforms to deliver the Services and remains responsible for its own contractual obligations. Features not selected in the Order Form are outside scope. Plan names do not activate or include a component unless that component is expressly selected in the Order Form. Provider may collect registration information, payment authorization, channel elections and Agreement acceptance in one electronic transaction. Supplemental implementation information collected after purchase does not change the Agreement unless the parties execute a Change Order.

5. Implementation and dependencies

Implementation dates are estimates dependent on Client's timely access, content, approvals, technical cooperation, Consumer Consent and third-party platform availability. Provider is not responsible for delay caused by Client, a third party, carrier review, platform review, domain or DNS propagation, A2P registration, advertising review or Force Majeure. Delay caused by Client does not suspend, delay or abate fees.

6. Fees, taxes and payment

(a) Charges. Client will pay the setup, recurring, usage, pass-through and additional-service charges stated in the Order Form and in any executed Change Order.

(b) Due dates. Recurring fees are due on the recurring billing date stated in the Order Form. Setup fees are due on the Effective date. Usage and pass-through charges are due on the next recurring billing date after they are incurred. If the Order Form states no payment terms, amounts are due on the recurring billing date.

(c) Setup fees. Setup fees compensate Provider for configuration work and are non-refundable once work begins. Work begins on the earlier of creation of the Client production subaccount or the first scheduled configuration session, unless the Order Form states otherwise.

(d) Late amounts. Undisputed amounts not paid when due accrue a late charge of one and one-half percent per month, or the maximum rate permitted by applicable law if lower, from the due date until paid. Client will reimburse Provider's reasonable costs of collection, including reasonable attorney's fees, for undisputed past-due amounts.

(e) Disputed amounts. Client must dispute an invoiced amount in writing within 15 days after the invoice date, identifying the disputed line and the basis. Undisputed amounts remain payable. Provider will not suspend Services for a good-faith disputed amount while the dispute is being worked.

(f) Fee changes. Provider may adjust recurring fees effective at the start of any renewal month on at least 30 days' written notice. Client may terminate without further charge, effective before the increase takes effect, by giving written notice within 15 days after Provider's notice. Provider may pass through documented increases in third-party charges on the same notice.

(g) Taxes. Client is responsible for applicable sales, use and similar taxes, other than taxes on Provider's net income.

7. Term, renewal and cancellation

The initial term and renewal are stated in the Order Form. Unless changed there, the initial term is 90 days from the Effective date and then renews month-to-month. The initial term runs from the Effective date regardless of the Go-Live date. After the initial term, either party may terminate for convenience by written notice of non-renewal given at least 30 days before the end of the then-current monthly term. Notice of termination or non-renewal may be given using the same electronic method used to accept the Order Form, or to the Provider notice email. Client remains responsible for charges through the effective termination date and for accrued usage and third-party commitments.

8. Client responsibilities

Client is responsible for lawful business operations, truthful offers, accurate pricing and service information, licenses, customer service, fulfillment, Consumer Consent, suppression lists, approved content, account credentials, its Authorized Users, prompt approvals, and compliance with laws applicable to Client's trade and communications. Client must not direct Provider to send unlawful, deceptive or unauthorized communications.

9. Communications compliance

(a) Sender. Client is the sender, caller or initiator of Client marketing and service communications except where law expressly provides otherwise. Provider acts at Client's direction as a technology and configuration provider.

(b) Channels and basis. Client authorizes only the channels selected in the Order Form and represents that it holds Consumer Consent for each recipient, message type, technology and purpose, together with retrievable Consent Evidence.

(c) Opt-outs. Client will promptly communicate opt-outs, complaints, revoked consent and do-not-contact requests, and will maintain the suppression controls described in Exhibit D.

(d) Evidence on request. Within five business days after Provider's written request, Client will produce Consent Evidence for any identified recipient, campaign or channel. If Client does not produce it, Provider may suspend the affected channel or campaign without liability until it is produced.

(e) Risk pause. Provider may pause a campaign or channel that presents compliance, carrier, platform, fraud or reputational risk, and will notify Client promptly.

10. AI, automation and recording

(a) Nature of AI output. AI-generated responses, summaries, classifications, bookings and voice interactions may be incomplete or inaccurate and require appropriate human oversight.

(b) Limits. An AI Agent may not provide binding prices, professional advice, emergency dispatch commitments, warranties or contractual promises unless expressly approved in writing in the Order Form.

(c) Oversight and activation. Client remains responsible for reviewing configurations, approving scripts and prompts, supervising AI performance, and maintaining a human escalation path. Purchase of an AI, voice or outbound-automation component does not authorize production activation. Provider may activate that component only after the applicable Order Form election, quality-assurance record and written Go-Live authorization are complete.

(d) Recording and disclosure. Where a voice or call-handling feature records, transcribes or generates an AI summary from a call, the Recording Disclosure elected in the Order Form must be enabled and must play or be delivered before the substantive portion of the call. Client will not disable, shorten or bypass the Recording Disclosure and will not instruct Provider to do so. Client acknowledges that Florida and a number of other states require the consent of all parties to a recorded communication, and that Client is responsible for confirming that its recording configuration is lawful in each jurisdiction it calls into.

11. No guaranteed outcomes

Provider does not guarantee leads, appointments, sales, recovered revenue, rankings, advertising performance, message delivery, carrier approval, platform uptime or business results. Reports and attribution are operational estimates based on available system data and the rules agreed in Exhibit F.

12. Data ownership and license

(a) Ownership. As between the parties, Client owns Client Data. Provider owns its software configuration methods, templates, documentation, prompts, workflows, know-how and pre-existing materials.

(b) License. Client grants Provider a limited license to host, process, transmit, reproduce and analyze Client Data solely to provide, secure, support and troubleshoot the Services, to comply with law, and to enforce the Agreement.

(c) Improvement rights. Provider may use aggregated and de-identified data derived from the Services to improve and benchmark its offerings, provided that such data does not identify Client, any Client customer or any individual, and does not disclose Client Confidential Information.

(d) AI training. Provider will not use Client Data to train foundation or general-purpose machine-learning models, and will contract with its AI subprocessors on terms that prohibit the same, except where Client expressly opts in by signed Change Order.

13. Confidentiality

Each party will protect the other party's nonpublic business, technical and customer information using reasonable care and will use it only for the Agreement. Confidentiality does not apply to information that is public without breach, already known without duty, independently developed, or lawfully received from a third party without restriction. Required disclosures may be made after legally permitted notice to the disclosing party.

14. Security and incidents

(a) Safeguards. Provider will maintain commercially reasonable administrative, technical and physical safeguards appropriate to the Services, as further described in Exhibit E.

(b) Client controls. Client is responsible for secure credentials, least-privilege access, prompt removal of departing users, and devices under its control.

(c) Notification. Provider will notify Client of a confirmed Security Incident materially affecting Client Data without unreasonable delay and within the period required by applicable law, and will provide information reasonably available to Provider that Client reasonably needs to meet its legal notification obligations. Client will notify Provider without unreasonable delay after confirming a Security Incident materially affecting the Services or Provider systems. Either notice may be delayed or limited to the extent required by law enforcement, applicable law or an active investigation.

15. Intellectual property and feedback

No ownership transfers except as expressly stated. Provider grants Client a limited, nonexclusive, nontransferable right during the subscription to use configured deliverables for Client's internal business. Client may not resell, reverse engineer, copy for a competing service, or distribute Provider templates. Provider may use feedback without restriction provided it does not identify Client or disclose Client Confidential Information.

16. Third-party services

The customer relationship and marketing automation platform used to configure the Services, together with telecommunications carriers, email providers, payment processors, advertising platforms, social networks, domain providers, AI providers and other third parties, are independent services governed by their own terms. Provider is not liable for third-party changes, outages, suspensions, pricing, approval decisions or data practices, but will provide reasonable coordination within purchased support. Provider will identify the current material subprocessors on request under Exhibit E.4.

17. Insurance

Each party will maintain the insurance required by law for its own business and operations. Client will maintain commercial general liability and all trade-specific coverage reasonably appropriate to its products, services, workers and jobsite operations. On reasonable request, each party will provide evidence of coverage it then maintains.

18. Warranties, disclaimer and exclusive remedy

(a) Authority. Each party warrants that it has authority to enter the Agreement.

(b) Services warranty. Provider warrants that it will perform professional services in a commercially reasonable manner consistent with generally accepted industry practice.

(c) Exclusive remedy. Client must report a breach of the services warranty in writing within 30 days after the affected performance. Provider's sole obligation, and Client's exclusive remedy, is for Provider to re-perform the affected services

within a reasonable period. If Provider cannot reasonably re-perform, Provider will refund the fees paid for the affected services.

(d) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PROVIDER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER, ITS AFFILIATES, OWNERS, PERSONNEL, SUBCONTRACTORS, LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; LOST PROFITS, REVENUE, SAVINGS, DATA, GOODWILL OR BUSINESS OPPORTUNITY; BUSINESS INTERRUPTION; COST OF SUBSTITUTE SERVICES; OR DAMAGES ARISING FROM THIRD-PARTY PLATFORMS, CARRIERS, CLIENT CONTENT, CLIENT DATA, CLIENT-PROVIDED LISTS, CONSUMER CONSENT, RECORDING ELECTIONS, OR CLIENT'S PRODUCTS, SERVICES OR BUSINESS OPERATIONS, EVEN IF ADVISED OF THEIR POSSIBILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN AFFECTED ORDER, UNDER ALL THEORIES AND FOR ALL CLAIMS AND EVENTS, WILL NOT EXCEED THE FEES ACTUALLY PAID TO PROVIDER UNDER THAT ORDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. IF THE ORDER HAS BEEN IN EFFECT FOR LESS THAN THREE MONTHS, THE CAP IS THE FEES ACTUALLY PAID UNDER THE ORDER. THIS IS ONE AGGREGATE CAP, NOT A CAP PER CLAIM, EVENT, THEORY OR REMEDY, AND IT APPLIES EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS IN THIS SECTION DO NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS; CLIENT'S OBLIGATIONS UNDER SECTION 20(a); CLIENT'S BREACH OF SECTIONS 8, 9, 10 OR 15 OR EXHIBIT I; CLIENT'S FRAUD, WILLFUL MISCONDUCT OR VIOLATION OF PROVIDER'S INTELLECTUAL-PROPERTY RIGHTS; OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED. PROVIDER'S OBLIGATIONS UNDER SECTION 20(b), IF ANY, ARE SUBJECT TO THE SAME AGGREGATE CAP IN THIS SECTION.

20. Indemnification

(a) By Client. Client will defend, indemnify and hold harmless Provider, its affiliates, owners, personnel, subcontractors, licensors and suppliers from third-party claims, regulatory inquiries, demands, actions, damages, penalties, judgments, settlements, costs and reasonable attorneys' fees arising from or relating to: Client's products, services, offers, fulfillment, jobsite or business operations; Client content, Client Data, Client-provided lists or instructions; unlawful, deceptive or unauthorized communications; deficient, inaccurate or missing Consumer Consent or Consent Evidence; suppression-list, do-not-contact or opt-out failures; a disabled, shortened or bypassed Recording Disclosure; Client's accounts, credentials, Authorized Users or configurations; Client's misuse of the Services; or Client's breach of the Agreement or applicable law.

(b) By Provider. Provider will indemnify Client against damages finally awarded by a court in a third-party claim, or included in a settlement approved in writing by Provider, solely to the extent directly caused by Provider's gross negligence or willful misconduct in performing the Services. Provider has no duty to defend under this subsection. Provider has no obligation under this subsection to the extent a claim arises from Client content, Client Data, Client instructions, third-party services or materials, a combination not supplied by Provider, modification by anyone other than Provider, or use contrary to the Agreement or Provider's written instructions.

(c) Mitigation. Provider may at its option suspend the affected activity, procure a right to continue it, modify or replace the affected configuration, or terminate the affected Services and refund prepaid unused recurring fees for those Services.

(d) Procedure. The indemnified party must give prompt written notice of the claim and reasonable cooperation. The indemnifying party controls the defense and settlement, except that it may not settle in a manner that imposes an admission of liability, a payment obligation, or a non-monetary obligation on the indemnified party without that party's prior written consent, which will not be unreasonably withheld. The indemnified party may participate with its own counsel at its own expense.

21. Suspension

Provider may suspend affected Services for nonpayment, security risk, unlawful use, platform or carrier violation, threat to system integrity, or material breach, after written notice and a ten-day opportunity to cure. Emergency suspension may be immediate, without prior notice, where reasonably necessary to protect the Services, a third-party platform, consumers or either party; Provider will give notice as soon as practicable. Fees continue during a suspension caused by Client unless Provider agrees otherwise in writing.

22. Termination for cause

(a) Material breach. Either party may terminate the Agreement or an affected Order Form on written notice if the other party materially breaches and does not cure within ten days after written notice describing the breach.

(b) No cure period. Provider may terminate immediately on written notice for nonpayment that remains uncured ten days after a payment-default notice, for Client's breach of Exhibit I, for unlawful use, or for conduct that causes a carrier, platform or payment provider to restrict Provider's account.

(c) Insolvency. Either party may terminate immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a bankruptcy or receivership proceeding filed against it that is not dismissed within 60 days.

(d) Effect. Termination under this Section does not relieve Client of charges accrued through the effective termination date or of accrued usage and third-party commitments.

23. Effect of termination and survival

(a) On termination. Provider will disable customer-facing automations and AI at the agreed time and will follow Exhibit J. Each party will return or destroy the other's Confidential Information on request, subject to backups, legal holds and records required by law.

(b) Survival. The following survive termination or expiration: Section 6 as to amounts accrued, and Sections 11, 12(a), 13, 15, 18(d), 19, 20, 23, 24, 25, 26 and 28, together with Exhibit E as to retained data, Exhibit I as to prior conduct, and Exhibit J. Any provision that by its nature should survive, survives.

24. Dispute process, fees and Florida law

(a) Escalation. Before filing suit, an executive from each party will attempt in good faith to resolve the dispute for 15 business days after written notice.

(b) Mediation. If unresolved, the parties will attempt non-binding mediation in Duval County, Florida, before a mutually acceptable mediator, with the mediator's fees shared equally, unless emergency injunctive relief is required.

(c) Governing law and venue. Florida law governs without regard to conflict-of-law rules. State and federal courts located in Duval County, Florida have exclusive jurisdiction, and each party consents to venue there.

(d) Prevailing party. In any action to enforce the Agreement, the prevailing party is entitled to recover its reasonable attorney's fees and costs, including on appeal.

(e) Jury waiver. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TRIAL BY JURY IN ANY ACTION ARISING FROM THE AGREEMENT, TO THE EXTENT PERMITTED BY LAW. This waiver is separately identified and initialed in the Order Form.

25. Notices

Legal notices must be sent to the notice email and address in the Order Form. Email notice is effective when sent, provided the sender does not receive a bounce-back or delivery failure. Notice of termination or non-renewal may be sent using the same electronic method used to accept the Order Form. Notice of a change to these Terms under Section 3 must be sent to the Client notice email and may not be given solely by posting to the website. Routine operational notices may be delivered through the platform, by email, or to the named implementation contacts.

26. Electronic records and signatures

Each party consents to conduct the transaction by electronic means, to receive records and notices electronically, and agrees that an electronic record satisfies any requirement that the Agreement be in writing. Electronic signatures have the same effect as handwritten signatures. Either party may withdraw consent to electronic records prospectively by written notice, in which case notices will be sent to the postal addresses in the Order Form. The Agreement may be signed in counterparts.

27. Force majeure

"Force Majeure" means an event beyond a party's reasonable control, including natural disaster, hurricane, fire, flood, epidemic, war, terrorism, civil unrest, labor action, utility or internet failure, cyberattack on a third party, governmental action, and third-party platform or carrier outage. Neither party is liable for delay or failure caused by Force Majeure, except for payment obligations. The affected party will notify the other promptly and use reasonable efforts to resume. If

a Force Majeure event continues for more than 45 consecutive days, either party may terminate the affected Order Form on written notice without further liability, other than for amounts accrued.

28. General

Neither party may assign the Agreement without the other's consent, except to an affiliate or in connection with a merger, reorganization or sale of substantially all relevant assets, provided the assignee assumes the obligations. The parties are independent contractors, and nothing creates a partnership, joint venture, agency or employment relationship. An invalid provision will be modified to the minimum extent necessary to make it enforceable, and the remainder continues in effect. A waiver must be in writing and is not a continuing waiver. The Agreement is the entire agreement and supersedes prior discussions, proposals and representations on its subject. Except for changes made under Section 3, amendments require a signed Order Form, a signed Change Order, or a writing signed by authorized representatives, except as permitted for no-cost changes under Exhibit N.

EXHIBIT A
Definitions

Capitalized terms have the meanings below unless the Order Form provides a more specific meaning.

Term	Meaning
AI Agent	A configured conversational or voice automation that generates or selects responses or actions.
Approved Channel	A communication channel expressly selected in the Order Form.
Authorized User	A person approved by Client under Exhibit K to access the Services.
Client	The legal entity identified as Client in the applicable Order Form.
Client Data	Data, content, records, credentials and instructions submitted by or for Client.
Consent Evidence	The retrievable record demonstrating Consumer Consent, including source, timestamp, capture language, recipient identifier and scope.
Consumer Consent	Legally sufficient permission for the relevant message, call, recipient, purpose, technology and sender, together with Consent Evidence.
Effective Date	The effective date stated in the applicable Order Form.
Force Majeure	As defined in Section 27.
Go-Live	Written authorization recorded under Exhibit C.3 and C.5 to activate customer-facing production Services.
Lead	A contact or inquiry recorded in the system. A Lead is not necessarily qualified, exclusive or revenue-producing.
Order Form	A signed or electronically accepted ordering document identifying Client, plan, fees, term, Services, special terms, and the version of these Terms that governs the order.
Personal Information	Information regulated as personal, personal identifying, confidential or similar data under applicable law.
Platform	The third-party customer relationship and marketing automation platform used to configure some of the Services. The current Platform and material subprocessors are identified on request under Exhibit E.4.
Provider	The legal entity identified as Provider in the applicable Order Form, operating under the TradeLead Recovery brand.
Recording Disclosure	The configured notice delivered at the start of a call informing all parties that the call may be recorded, transcribed or summarized by an automated system, as elected in the Order Form.
Recovered Revenue	Revenue attributed under Exhibit F. It is an operational classification, not an accounting or legal conclusion.
Security Incident	Unauthorized access to, or unauthorized acquisition, use or disclosure of, Client Data in a party's custody.
Services	The subscribed configuration, automation, support and related professional services identified in the Order Form.
Terms	These Master Services Agreement Terms, at the version identified in the applicable Order Form.
Usage Charges	Variable third-party or metered charges, including phone, SMS, email, AI, premium workflow, verification, advertising or similar consumption.

EXHIBIT B

Plan Scope and Feature Schedule

This Exhibit describes what each plan includes. The plan and the specific components purchased are selected in the Order Form, which controls. Included support hours are stated in the Order Form.

Core Recovery

- Core lead intake and opportunity creation
- Missed-call and speed-to-lead workflows
- Estimate follow-up and recovery
- Appointment reminders
- Review request workflows
- Core pipeline and reporting

Growth Recovery

- All Core Recovery components
- Growth Demand Engine funnel or website asset
- **Conversation AI qualification and booking; Voice AI receptionist and booking is available as a separately purchased Growth add-on, subject to usage approval, quality assurance, recording election and written Go-Live authorization**
- Project photo and document intake
- Growth dashboard, subject to the permission controls in Exhibit K
- Connected social and lead-source intake where authorized

Scale Recovery

- All Growth Recovery components
- **Standard Voice AI receptionist and booking configuration, included with Scale when selected in the Order Form, subject to usage approval, quality assurance, recording election and written Go-Live authorization**
- Scale dashboard, subject to the permission controls in Exhibit K
- Advanced trade routing and recovery reporting
- Expanded AI and human-handover configuration

Excluded from every plan unless separately ordered

- Advertising media spend and continual budget management
- Guaranteed lead volume, exclusivity, rankings, revenue or close rate
- 24/7 human answering or dispatch
- Legal, tax, accounting, trade, medical or emergency advice
- Custom software development or unsupported third-party integrations
- Ongoing website content production or unlimited SEO services
- Manual daily campaign monitoring or fee reconciliation
- Consumer consent acquisition, consent record-keeping, or compliance or legal review

EXHIBIT C

Implementation, Client Responsibilities and Acceptance

C.1 Standard implementation controls

- Accepted Order Form and payment verification
- Client activation and intake survey
- Production subaccount created from current approved snapshots in controlled load order
- Business identity, custom values, users, owners, phone, email, calendar and domains configured
- Forms, workflows, pipelines, tags, fields and dependencies verified
- Package-specific quality assurance completed with retained evidence
- AI remains off and voice undeployed until supervised quality assurance and acceptance under C.4
- Recording Disclosure configured and tested where a recording feature is enabled
- Authorized Users trained and acceptance recorded before Go-Live

C.2 Client deliverables

Client will review and respond to Provider requests within five business days unless a different period is stated in the Order Form.

- Business and licensing information
- Approved service descriptions and service area
- Authorized offers, pricing guardrails and prohibited claims
- Phone, email, calendar, domain, social and advertising account access
- Review link, booking rules, operating hours and escalation contacts
- Consent Evidence and suppression lists
- Authorized Users, roles and approval authority

C.3 Acceptance record

Completed during onboarding. Mark each item Pass or Not Applicable. Any item not marked Pass must be listed as an exception.

Acceptance item	Result	Client initials	Date
Needs Review queue at zero	Pass / N/A		
Forms and opportunity creation	Pass / N/A		
All applicable routing paths	Pass / N/A		
Booking, rescheduling and cancellation	Pass / N/A		
Phone, email and SMS delivery as applicable	Pass / N/A		
AI chat supervised test	Pass / N/A		
Voice AI supervised test	Pass / N/A		
Recording Disclosure plays before substantive call content	Pass / N/A		
Dashboard permissions and data	Pass / N/A		

Acceptance item	Result	Client initials	Date
Revenue attribution	Pass / N/A		
Website or funnel and legal links	Pass / N/A		
User training and escalation path	Pass / N/A		

Client Go-Live authorization — select one:

☐ Approved

☐ Approved with the exceptions listed below

☐ Not approved — specific failed items listed below

Exceptions or failed items: _____

C.4 Deemed acceptance

Acceptance of non-production implementation items is deemed given on the earliest of: (a) Client's written acceptance under C.3; (b) ten business days after Provider delivers the completed acceptance record, if Client has not delivered a written rejection identifying the specific items that failed; or (c) Client's first production use of the applicable non-AI Service. Deemed acceptance does not authorize customer-facing AI, voice AI, recording, transcription, outbound automated communications or Go-Live. Those functions require the written approval recorded under C.3 and C.5. If Client delivers a timely written rejection, Provider will remediate the identified items and redeliver the acceptance record, and this Section applies again to the redelivered record.

C.5 Go-Live signatures

PROVIDER IMPLEMENTATION OWNER

Legal entity: _____
By: _____
Name: _____
Title: _____
Date: _____
Email: _____

_____
Signature

CLIENT APPROVAL OWNER

Legal entity: _____
By: _____
Name: _____
Title: _____
Date: _____
Email: _____

_____
Signature

EXHIBIT D

Communications, AI, Recording and Consent Controls

Client makes its channel, consent and recording elections in the Order Form. This Exhibit states the controls that apply to those elections. Client must not activate a channel or campaign until it can document the lawful basis, recipient scope, sender identity, content and purpose, and opt-out process. Platform configuration does not create legal consent.

D.1 Consent ownership

> Client is the Consumer Consent owner for every channel, without exception. Provider may host or store Consent Evidence on Client's behalf, but hosting evidence does not transfer ownership of the consent obligation and does not make Provider the sender under Section 9.

D.2 Required controls

- Honor opt-outs and revoked consent promptly across all applicable systems
- Maintain and synchronize Do Not Contact and Do Not Text suppression controls
- Use accurate sender identification and all legally required disclosures; no caller ID spoofing
- Observe permitted calling and texting hours for each recipient's location
- Restrict AI from unapproved pricing, legal promises, emergency commitments and professional advice
- Provide a human-handover route and monitor escalations
- Retain Consent Evidence and communication records for the legally required period
- Client approves scripts, prompts, offers and audience criteria before activation
- Produce Consent Evidence within five business days of Provider request under Section 9(d)

D.3 Florida and federal telephone controls

Client acknowledges that calls and texts to recipients in Florida are subject to the Florida Telephone Solicitation Act in addition to the federal Telephone Consumer Protection Act and applicable Federal Communications Commission rules, and confirms each of the following for every program it authorizes:

- Prior express written consent is captured and retained before any unsolicited telephonic sales call or marketing text sent using an automated system
- Recipients are screened against the Florida no-sales-solicitation list and the National Do Not Call Registry, and against Client suppression lists
- Calling and texting occur only within permitted hours
- Any reliance on an existing-relationship or existing-transaction basis is documented at the recipient level, and messages relying on that basis do not include unrelated promotional content
- Message frequency limits and per-recipient caps are configured
- Client will notify Provider promptly of any consumer complaint, demand letter or claim relating to an Approved Channel

> Telephone and text marketing rules change frequently and are enforced through private litigation as well as by regulators. Client is responsible for obtaining its own legal review of each outbound program before activation. Provider configures the controls Client elects; it does not determine whether a given program is lawful.

D.4 Call recording, transcription and AI summarization

Florida requires the consent of all parties to the recording of a private communication, and a number of other states apply the same rule. Transcription and AI-generated call summaries are treated as recording for purposes of this Exhibit.

Client elects its recording configuration in the Order Form. If no recording election is completed, recording, transcription and automated call summaries remain disabled. When recording is elected, the approved Recording Disclosure must play before substantive content and the call may be recorded only after the consent required by applicable law has been obtained.

Client will not disable, shorten or bypass the Recording Disclosure, and will not instruct Provider to do so. Client is responsible for confirming that its recording configuration is lawful in each jurisdiction it calls into. Provider may suspend a recording feature where the Recording Disclosure is not functioning as configured.

D.5 AI authorization

Provider will enable only the AI capabilities selected in the Order Form. Outbound AI marketing requires separate written approval and completion of D.3. An AI Agent must not represent itself as a human where disclosure is legally required. Client specifies prohibited topics and claims, required human escalation scenarios, and AI identity disclosure language during onboarding.

EXHIBIT E

Data Processing, Privacy and Security

E.1 Roles and instructions

To the extent Provider processes Personal Information on Client's behalf, Client is the business or controller and Provider is the service provider or processor, unless applicable law requires a different allocation. Provider will process Client Data only according to the Agreement, documented Client instructions, security needs and law. Provider will not sell or share Personal Information, will not retain, use or disclose it for any purpose other than performing the Services, and will not combine it with data from other sources except as permitted by applicable law.

E.2 Processing details

Element	Detail
Subject matter	Lead intake, CRM, messaging, scheduling, AI interactions, call recordings where enabled, reporting and support
Duration	The subscription term plus the retention and offboarding period in Exhibit J
Data subjects	Prospects, customers, Authorized Users and business contacts
Data types	Identity and contact data, communications, call recordings and transcripts where enabled, appointments, project information, files, Consent Evidence, attribution and usage metadata
Purposes	Provide, secure, support, troubleshoot and document the Services
Sensitive data restrictions	No payment-card data, health information, government identifiers, credentials or other high-risk data unless expressly approved in writing and supported by the Platform

E.3 Security commitments

- Role-based access and least privilege where supported
- Multi-factor authentication for privileged accounts where supported
- Reasonable credential, device and personnel controls
- Encryption in transit, and provider-managed encryption at rest where supported by the Platform
- Logging, backups and recovery as provided by applicable platforms
- Removal of access when personnel or contractors no longer require it
- Security Incident assessment and cooperation with legally required notification

E.4 Subprocessors and transfers

Client authorizes Provider to use the Platform and other necessary hosting, communications, AI, email, telephony, payment, analytics and support subprocessors. Provider will maintain a current list of material subprocessor categories and the identity of the Platform, available to Client on request and published at https://tradeleadrecovery.com/legal/subprocessors. Provider will give Client at least 15 days' notice before adding or replacing a material subprocessor that processes Personal Information; if Client reasonably objects on documented data-protection grounds within that period, the parties will work in good faith on an alternative, and if none is available Client may terminate the affected Services without penalty. Each third party is governed by its own terms and security commitments.

E.5 Security Incident notification and contacts

Provider will notify Client of a Security Incident materially affecting Client Data without unreasonable delay and in no event later than ten days after Provider determines that the incident occurred, consistent with Section 14(c). The notice will include, to the extent known, the nature of the incident, the categories and approximate volume of data affected, the steps taken, and the contact for further information. Provider will cooperate with Client's own notification obligations, including any obligation to notify affected individuals or a regulator within a shorter period. Security contacts are exchanged during onboarding and maintained in the client file.

E.6 Backup and disaster recovery

Provider may use operational backups, configuration snapshots and recovery features supplied by applicable platforms. These measures may not include all Client Data, records held solely by third parties or changes since the last available copy. Unless expressly stated in an Order Form or executed Change Order, Provider does not promise a particular backup frequency, backup-retention period, recovery point or restoration time, or guarantee complete or successful recovery or uninterrupted service. Client is responsible for keeping independent copies of business-critical records within its possession or control, using available export tools.

Recovery assistance is subject to the purchased scope and Exhibit G; additional work requires the approval stated there. This subsection does not reduce Provider's express security or Security Incident obligations under Section 14 and this Exhibit, or modify the export and deletion terms in Exhibit J. All claims relating to backups, data loss, outages or restoration remain subject to Section 19, including its damage exclusions, aggregate liability cap and exceptions for liability that cannot lawfully be limited.

EXHIBIT F

Recovered Revenue Attribution and Disputes

F.1 Attribution categories

Category	Meaning
Directly Recovered	The supported re-engagement or follow-up was the documented cause of renewed engagement or conversion.
Influenced	Provider activity materially supported the outcome but was not the sole documented cause.
Not Attributed	Evidence does not support attribution.
Pending Review	Required value, attribution, module, date or notes are incomplete or disputed.

F.2 Required evidence

- The opportunity is in the approved recovery pipeline
- Opportunity status and value reflect the actual approved sold-job or contract value
- Recovery attribution, module, date and notes are completed
- System execution logs, messages, appointments, call records or owner confirmation support the classification
- Duplicate, refunded, cancelled or non-collectible revenue is corrected

F.3 Review and dispute process

Client must dispute an attributed record within 30 days after the applicable report by identifying the opportunity and the contrary evidence. The parties will review system records and Client evidence in good faith. Pending Review records are excluded from final attributed totals until resolved. Attribution reports are operational and do not replace Client's books, tax records or revenue-recognition policies, and are not a measure of fees owed unless an Order Form expressly states otherwise.

F.4 Agreed control point

The control point is selected in the Order Form. If none is selected, a won or closed sale with an approved value applies.

EXHIBIT G

Support, Service Levels and Included Hours

G.1 Support schedule

Element	Term	Default if not stated in the Order Form
Included support	As stated in the Order Form; unused hours expire monthly	2 hours per month
Support window	As stated in the Order Form	9:00 a.m. to 5:00 p.m. Eastern, business days
Request method	As stated in the Order Form	Provider notice email
Critical incident	Production service broadly unavailable, or a material security issue	—
High priority	Material feature impaired with no reasonable workaround	—
Normal	Configuration question, minor issue, training or change request	—
Target acknowledgment	As stated in the Order Form	4 / 8 / 16 business hours
Resolution	No guaranteed resolution time; depends on cause, Client cooperation and third parties	—
Additional work	Requires approval at the Order Form rate or a signed Change Order	—

G.2 Exclusions

- Third-party outages and remediation controlled by a third party
- Client credential, device, staffing or network issues
- Unapproved configuration changes made by Client or its users
- New features, custom development or major redesign
- Content production, campaign strategy or advertising budget management unless ordered
- Compliance or legal review

EXHIBIT H

Third-Party Services, Usage and Pass-Through Charges

Client selects the usage treatment and the maximum monthly usage charge in the Order Form. Provider will not silently absorb unlimited usage or media spend.

Cost category	Typical treatment
Phone numbers and calls	Metered; included to cap or passed through at cost
SMS and MMS, including A2P registration and brand fees	Metered; included to cap or passed through at cost
Email sending and verification	Metered; included to cap or passed through at cost
Conversation AI	Metered; included to cap or passed through at cost
Voice AI, transcription and recording storage	Metered; included to cap or passed through at cost
Premium workflows and integrations	Passed through at cost
Domains, DNS and hosting	Passed through at cost or held directly by Client
Advertising media spend	Client-funded and held in Client's advertising account
Directory and listing services	Passed through at cost

Provider will notify the billing contact when metered usage reaches 80 percent of an applicable cap, and may suspend a metered feature when the cap, funding limit, compliance threshold or third-party account restriction is reached. Provider may pass through documented increases in third-party rates on 30 days' written notice; Client may terminate the affected metered feature before the increase takes effect. Advertising media is client-funded and remains under Client's advertising account unless a signed Change Order states otherwise.

EXHIBIT I

Acceptable Use and Platform Rules

Client and its Authorized Users will not:

- Use the Services unlawfully, deceptively, abusively or to harass
- Send communications without Consumer Consent or to suppressed recipients
- Record, transcribe or summarize a call except as elected in the Order Form and configured under Exhibit D.4
- Upload malware, unlawful content, stolen data or unauthorized credentials
- Attempt to bypass security, permissions, limits or platform controls
- Use an AI Agent to impersonate a human where disclosure is legally required
- Collect prohibited sensitive data without written approval
- Resell, sublicense or use Provider materials to build a competing service
- Interfere with other customers, carriers, platforms or systems
- Make unapproved emergency, professional, pricing, warranty or financing representations
- Offer a subscription, membership or automatically renewing plan to consumers through the Services without clear and conspicuous disclosure of the material terms, affirmative consent to the recurring charge, and a simple cancellation method
- Violate applicable platform, carrier, payment, advertising or social-network terms

Provider may investigate suspected misuse, preserve evidence, restrict affected functionality, and cooperate with lawful requests. Client will ensure its Authorized Users follow this Exhibit and is responsible for their acts and omissions.

EXHIBIT J

Offboarding, Data Export and Deletion

J.1 Standard offboarding

1. Confirm the termination date, final charges and the authorized offboarding contact.
2. Disable customer-facing automations and AI at the agreed time.
3. Remove or transfer phone numbers, domains, calendars, integrations and credentials as supported and agreed.
4. Provide a commercially reasonable export of Client Data available through standard platform tools, if requested before the export deadline.
5. Revoke Provider and Client-user access as appropriate.
6. Delete or de-identify remaining Client Data after the retention period, except for backups, legal holds, security records and information Provider must retain by law.

J.2 Deadlines and defaults

Element	Default unless the Order Form states otherwise
Export request deadline	15 days after the effective termination date
Standard retention period	30 days after the effective termination date
Call recording deletion	Deleted with the standard retention period
Transfer fees and third-party charges	Passed through at cost
Final authorized recipient	Client notice email in the Order Form

Client may request a standard data export, phone-number transfer where eligible, domain or DNS handoff, or a copy of workflow configuration where contractually included. Provider templates, methods, prompts, proprietary workflow architecture and reusable know-how are not Client Data and need not be transferred, except where an Order Form expressly grants that right.

EXHIBIT K

Authorized Users and Administrative Access

The Authorized User roster is maintained during onboarding and updated as roles change. The following rules apply to all access.

- Use named accounts; do not share privileged credentials
- Grant only the permissions required for assigned work
- Client approves Authorized Users and remains responsible for their actions
- Remove access promptly after a role or employment change, and notify Provider
- Multi-factor authentication is required for privileged accounts where supported
- Do not expose agency-only, billing, marketplace, domain-purchase or destructive controls to client users unless expressly required
- Dashboard access may be withheld where platform permissions cannot enforce the agreed read-only controls

Authorized User roster

Name	Email	Role	Access level	MFA	Approved by
_____	_____	_____ _____	_____ _____	_____ _____ _____ __	_____ _____
_____	_____	_____ _____	_____ _____	_____ _____ _____ __	_____ _____
_____	_____	_____ _____	_____ _____	_____ _____ _____ __	_____ _____
_____	_____	_____ _____	_____ _____	_____ _____ _____ __	_____ _____
_____	_____	_____ _____	_____ _____	_____ _____ _____ __	_____ _____
_____	_____	_____ _____	_____ _____	_____ _____ _____ __	_____ _____

EXHIBIT L

Payment Authorization

Client gives its payment authorization in the Order Form. This Exhibit states the terms that apply to that authorization.

The authorization covers the setup fee, recurring fees, approved usage and pass-through charges, taxes and authorized Change Orders, and remains effective until the Agreement ends and all amounts are paid. Full card and bank credentials are entered through the approved payment processor and are not stored in the Order Form.

Provider will not charge variable usage above the maximum monthly usage charge stated in the Order Form without further written approval. If no maximum is stated, the maximum is zero and no unapproved overage may be charged.

Client will not initiate a chargeback for an amount it has not first disputed under Section 6(e). Client may revoke the payment authorization prospectively by replacing the payment method or terminating under the Agreement; revocation does not cancel amounts already due. If a payment method fails, Provider will notify the billing contact and may suspend under Section 21 after the notice and cure period.

EXHIBIT M

Founding Client Addendum (optional)

Applies only where an Order Form or a signed addendum states that founding-client terms apply.

Element	Entry
Promotion name	_____
Discounted setup fee	_____
Discounted monthly fee	_____
Discount duration	_____
Standard price after the promotion	_____
Additional consideration	_____
Reference and testimonial permission	_____
Case-study approval process	_____
Logo and name usage permission	_____
Revocation or expiration	_____

Unless expressly changed above, all Agreement terms remain in force. No testimonial, logo, name or identifiable performance data may be published without the approval recorded above. Generalized, de-identified operational learnings may be used if they do not identify Client or disclose Confidential Information. On expiration of the discount duration, the standard price applies at the next renewal month following 30 days' written notice.

PROVIDER	CLIENT
Legal entity: _____	**Legal entity:** _____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____
Email: _____	**Email:** _____
_____	_____
Signature	Signature

EXHIBIT N

Change Order Form

Element	Entry
Change Order number	_____
Related Order number	_____
Terms version governing the related order	_____
Requested by and date	_____
Desired effective date	_____
Description of change	_____
Business reason	_____
Affected services and channels	_____
Implementation dependencies	_____
One-time fee	_____
Recurring fee change	_____
Usage or pass-through change	_____
Schedule impact	_____
Acceptance test	_____
Special terms	_____

A Change Order does not change the version of the Terms that governs the related order. All other Agreement terms remain unchanged. Provider is not required to begin changed work before both parties sign this Change Order and required payment is confirmed.

N.1 No-cost changes

A change that does not alter fees, term, Approved Channels, AI authorizations or the recording election may be authorized by written email confirmation between the named implementation contacts, and Provider will record it in the client file. Any other change requires a signed Change Order.

PROVIDER

Legal entity: _____
By: _____
Name: _____
Title: _____
Date: _____
Email: _____

_____
Signature

CLIENT

Legal entity: _____
By: _____
Name: _____
Title: _____
Date: _____
Email: _____

_____
Signature