

BINDING AGREEMENT · PLEASE SIGN

Master Terms & Client Acknowledgment

The commercial and legal terms that govern the Agentic OS engagement — support scope, per-project change work, ownership, acceptable use, and liability.

1 Parties

These Master Terms & Client Acknowledgment ("Agreement") are entered into between **AI Automation** ("we," "us," "our," "Provider") — a service of CertiHomes / TLCengine — and the individual or entity signing below ("you," "your," "Client"). The "Effective Date" is the date of the last signature below.

2 Definitions

- **Platform** — the Agentic OS dashboard, agents, integrations, and supporting components as delivered to you.
- **As Delivered** — the configuration, features, agents, and integrations that existed when we handed the Platform to you (or as amended by a later signed change order).
- **Monthly Services** — the monthly licensing and support described in Section 3.
- **Change Request** — any request for work beyond what is As Delivered (Section 4).
- **Third-Party Services** — AI models, APIs, hosting, social platforms, and other services we do not own or operate that the Platform depends on.

3 What monthly licensing & support covers

Your Monthly Services keep the Platform As Delivered operational. We will use commercially reasonable efforts to keep the Platform **live and available**; keep the **integrations you have connected** functioning; keep the **dashboard components we built working** as delivered; and respond to support requests about operating the Platform As Delivered.

Support targets (best-effort, not a guaranteed SLA). We aim to acknowledge support requests within two (2) business days and to begin work on confirmed platform outages promptly. These are targets, not guarantees; we do not commit to a specific uptime percentage or resolution time unless a separate written SLA is signed.

4 What is NOT covered — changes & new work

Any changes, removals, upgrades, or updates to the Agentic OS Platform are not associated with, or included in, monthly licensing and support. This includes, without limitation: new features; new agents, skills, or integrations beyond what is As Delivered; redesigns or restyling; model migrations you request; data migrations; and any other work that alters or extends the Platform beyond its delivered state.

All such work is a **Change Request** handled as a separate project: quoted in writing before work begins; **billed per project on a 50% upfront / 50% on delivery basis**; work does not begin until the written scope is agreed and the **50% deposit is received**; the remaining 50% is due on delivery of the agreed scope. Deposits are non-refundable once work has begun, except as required by law. Nothing performed outside a signed, deposited Change Request is owed or guaranteed.

5 Also not covered (exclusions)

Monthly Services do not include, and we are not responsible for: business, marketing, go-to-market, or AI-usage **strategy or coaching; training** on the underlying agent platform, agent runtime, local models, or AI agents generally; the outcome or quality of **AI-generated output**; your **business results**; problems caused by **your changes** to the Platform, your accounts, or your credentials; or issues arising from **Third-Party Services** (Sections 6 and 9).

6 Third-party accounts, services & costs

You are responsible for your own third-party accounts and their use — including Google (Gmail, Calendar, Drive), Meta (Facebook, Instagram), X, TikTok, YouTube, Telegram, Anthropic, and any other connected provider. Specifically, you are responsible for maintaining those accounts in good standing and complying with each provider's terms; **all fees, usage costs, API charges, and subscriptions** those providers bill, including AI model/token usage; and the lawfulness and appropriateness of what is sent, posted, or published through your connected accounts. We do not own, control, or guarantee any Third-Party Service and are not responsible for any change, outage, deprecation, price change, suspension, or behavior of those services (Section 9).

7 Intellectual property & data ownership

- **Your data and content.** You own your business data, content, customer information, and material you provide. You grant us a limited license to process it solely to operate and support the Platform for you.
- **The Platform and tooling.** We (and our licensors) retain all rights in the Agentic OS Platform, its tooling, code, configurations, methods, and know-how. Your Monthly Services grant you a **non-exclusive, non-transferable license to use the Platform As Delivered** during the term; they do not transfer ownership of the Platform, its source, or its tooling to you.
- **Change-Request deliverables.** Ownership or license scope of custom work is stated in that Change Request; absent a statement, custom work is licensed to you on the same terms as the Platform.
- **Third-party components** remain owned by their respective owners under their licenses.

8 Acceptable use

You agree that you (and anyone you allow to use the Platform) will not use it for any unlawful, deceptive, infringing, or abusive purpose; send unsolicited bulk messaging in violation of applicable law or a provider's terms; impersonate others; or attempt to circumvent the Platform's approval gates, security, or venture isolation. **You remain responsible for reviewing and approving any agent action, message, or output before it is sent, posted, or relied upon.** We may suspend Platform operation if use materially violates this section or exposes either party to legal risk.

9 Third-party AI, models & platforms

The Platform depends on Third-Party Services we do not own or control. Those third parties may change, update, deprecate, restrict, re-price, or discontinue their models, features, terms, or availability at any time, without notice to us or to you. **We are not responsible or liable for any change, error, outage, output, behavior, cost, or consequence arising from any Third-Party Service or any AI model update or upgrade** — including changes made unilaterally by a provider. AI-generated output can be incomplete, inaccurate, outdated, or unsuitable, and must be independently reviewed before you rely on it for any consequential decision. Adapting the Platform to a material third-party change is a Change Request under Section 4.

10 Warranties disclaimer

The Platform, Monthly Services, and all related materials are provided **"AS IS" and "AS AVAILABLE," without warranties of any kind**, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement. We do not warrant that the Platform will be uninterrupted or error-free, or that AI output will be accurate or fit for your purpose. **We make no guarantee of business results, revenue, growth, or customer acquisition of any kind.**

11 Limitation of liability

To the fullest extent permitted by law, we will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, data, goodwill, or business opportunity, arising out of or relating to this Agreement, the Platform, or any AI output, even if advised of the possibility. **Our total aggregate liability arising out of or relating to this Agreement will not exceed the total fees you paid us for Monthly Services in the three (3) months immediately preceding the event giving rise to the claim.**

12 Term & termination

This Agreement begins on the Effective Date and continues month-to-month with your Monthly Services. Either party may terminate on **thirty (30) days' written notice**. Fees already paid are non-refundable. On termination, your license to use the Platform ends; we will make your data reasonably available to you for **thirty (30) days**, after which we may delete it. Sections 6–11, 13, and 14 survive termination.

13 Confidentiality

Each party will protect the other's non-public information disclosed under this Agreement, use it only to perform under this Agreement, and not disclose it except to those who need it and are bound by similar obligations. This does not apply to information that is public, independently known, or required to be disclosed by law.

This Agreement, together with any signed Change Orders and any separately signed SLA, is the **entire agreement** between the parties on its subject matter and supersedes prior discussions. It may be amended only in a writing signed by both parties. If any provision is unenforceable, the rest remains in effect. This Agreement is governed by the laws of the **State of Delaware**, without regard to its conflict-of-laws rules, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware. This Agreement may be signed electronically and in counterparts; an electronic signature is valid and enforceable under the U.S. ESIGN Act and applicable state law.

Sign to accept these Master Terms

By signing below, each party agrees to these Master Terms & Client Acknowledgment. The Client specifically acknowledges Sections 4 (changes billed per project, 50% upfront / 50% on delivery), 6 (third-party accounts and costs), 9 (third-party AI), 10 (no warranty), and 11 (limitation of liability).

Client

Provider — AI Automation

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

COMPANY

DATE

DATE

Digitally signable. Open in Adobe Acrobat / Reader (or Apple Preview → Fill & Sign). Type into each field; type your name in the *Signature* field or apply a drawn/typed signature. Electronic signatures are valid under the U.S. ESIGN Act. Both parties should retain a signed copy.

Version	Date	Summary of change
1.0	2026-07-09	Initial release. Monthly-services scope, per-project change terms (50/50), SLA targets, IP & data ownership, acceptable use, third-party responsibility, disclaimers, Delaware governing law, dual signatures.