MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of [the date of Client's signature in the signature record] ("Effective Date") between:

MOONSTAFF AI LLC, a Florida limited liability company (Florida document no. L26000012313), whose address for notices is c/o Registered Agents Inc., 7901 4th Street N, Suite 300, St. Petersburg, FL 33702, and hello@moonstaff.ai ("Consultant")

and

[Client's legal name on the order screen], a [state of formation on the order screen] [entity type on the order screen], with its principal place of business at [principal place of business on the order screen], and [notice email on the order screen] ("Client").

---

1. Services

1.1 Consultant will provide professional services ("Services") as described in one or more Statements of Work ("SOW") executed by both parties (including by approval under §1.7) and incorporated into this Agreement by reference.

1.2 Each SOW will identify the Services, deliverables, fees, schedule, and any terms specific to that engagement.

1.3 This Agreement governs all SOWs. Where a SOW conflicts with this Agreement, the SOW controls **only** as to the specific matter addressed, and only where the SOW expressly states that it supersedes this Agreement.

1.4 No SOW obligates either party to enter into any further SOW.

1.5 Reserved.

1.6 **Change control.** Any change to the scope, deliverables, fees, or schedule of a SOW requires a written change order signed by both parties (including by approval under §1.7), identifying the change and its effect on fees and schedule. Consultant will not commence work described in a change order until it is signed or approved. Performing out-of-scope work without a signed change order neither waives Consultant's right to payment for it at the rate stated in the applicable SOW nor modifies that SOW.

1.7 **Approval in the client portal.** After this Agreement is signed, Consultant may present a SOW or change order to Client in Consultant's client portal instead of sending it for signature. It binds both parties when an Authorised Approver, signed in to the portal under their own login, opens the complete document, types their full name and selects **Approve**. That approval is Client's electronic signature under §12.12, and presenting the document for approval is Consultant's. For each approval Consultant keeps a record of the document version and its SHA-256 fingerprint, the approver's name, login and title, the date and time (UTC) and the IP address, and emails Client a PDF of the approved document with that record. An **Authorised Approver** is a person

Client has named to Consultant in writing as able to approve SOWs and change orders; Client may change that list at any time by email to Consultant. This Section does not apply to an annual Plan under §3.10(a)(ii) or (iii), to any document that amends this Agreement, or to a SOW or change order that Client asks to sign instead — those are signed. The one exception is a renewal under §3.10(f) of a Plan that is not under a Lead Growth SOW, which Client may make in the portal in the way this Section describes, by an Authorised Approver who is an owner, officer or manager of record of Client; Consultant keeps the same record of it. A Plan under a Lead Growth SOW is renewed by signature, as the last paragraph of this Section describes.

A **Department Build Order** that Client signs in Consultant's client portal is a signature, not an approval under this Section. An owner, officer or LLC manager of record of Client, signed in under their own login, opens the complete document, consents to sign electronically, types their full name and title and selects **Sign**. That signs this Agreement and the Build SOW the Department Build Order contains, for any Run term including a 12-month term, and Consultant keeps the record this Section describes.

A **Lead Growth twelve-month order** that Client signs in Consultant's client portal is likewise a signature, not an approval under this Section. Only an owner, officer or LLC manager of record of Client, signed in under their own login, may sign it. They open the complete contract packet (this Agreement, the Lead Growth SOW, its Annexes and the Data Processing Addendum), consent to sign electronically, type their full name and title and select **Sign**. That signs this Agreement and every document in the packet for the Plan chosen on the order screen; the details the packet leaves to the order (Client's details, the Plan, its fees, the expected Go-Live and the phase schedule) are those the order screen shows and the record keeps. Consultant's signature is applied to the packet before it is presented to Client. Consultant keeps the record this Section describes, with the packet version and its SHA-256 fingerprint and the order screen's version and fingerprint in place of the document's, and emails Client a link to the PDF of the signed packet with that record. A renewal of that Plan under §3.10(f), which never happens automatically, is signed in the same way, and so is an order adding a Process to that Plan, with the order in place of the packet.

---

2. Independent Contractor Relationship

2.1 Consultant is an independent contractor. Nothing here creates an employment, partnership, joint venture, or agency relationship.

2.2 Consultant controls the manner, method, means, schedule, and location of the work except where a SOW states otherwise.

2.3 Consultant is not entitled to employee benefits of any kind from Client.

2.4 Consultant is solely responsible for all taxes on amounts paid under this Agreement. Client will not withhold taxes and will report payments on IRS Form 1099-NEC where required.

2.5 Consultant may perform services for other clients, including clients in Client's industry, and is under no obligation to devote any minimum time to Client.

2.6 Consultant provides its own equipment, software, tools, and workspace unless a SOW states otherwise.

2.7 Reserved.

---

3. Fees, Invoicing & Payment

3.1 **Fees.** As stated in the applicable SOW.

3.2 **Invoicing and autopay.** Consultant invoices per the schedule in the SOW, electronically, to Client's designated accounts payable contact. Where Client has authorized autopay from a business bank account (through Consultant's payment processor, with a separate consent to the recurring debit), Consultant debits each amount on its due date instead, with at least ten (10) days' notice before debiting a different amount; Client may turn autopay off at any time, and later amounts are then invoiced. Consultant never receives or stores Client's card or bank account numbers.

3.3 **Payment terms.** Unless a SOW states otherwise, invoices are due **net fifteen (15) days** from the invoice date. All amounts are payable in United States dollars, without set-off or deduction, except an amount Client disputes in good faith under §3.8.

3.4 **Payment before work.** Where a SOW requires a fee to be paid before work starts, Consultant is not obligated to commence Services until it has cleared.

3.5 **Late payment.** Unpaid amounts accrue **simple interest (not compounded) at one and one-half percent (1.5%) per month** (eighteen percent (18%) per year), or the maximum rate permitted by applicable law if lower, from the due date until paid. No other late fee or charge applies. Consultant may suspend Services on any SOW while any invoice is more than fifteen (15) days past due, without liability.

3.6 **Expenses.** Pre-approved out-of-pocket expenses — including third-party API usage, tooling licenses, and cloud costs incurred at Client's request — are reimbursable at cost.

3.7 **Taxes.** Fees exclude sales, use, and similar taxes. Client pays any such tax that applies to the Services or Deliverables, other than taxes on Consultant's net income; Consultant states it on the invoice where Consultant is required to collect it. A Client claiming an exemption provides a valid exemption certificate.

3.8 **Disputed amounts.** Client must notify Consultant in writing of any disputed invoice amount within ten (10) days of the invoice date, specifying the basis. Undisputed amounts remain due.

3.9 Reserved.

3.10 **Recurring service plans.** Where a SOW provides Services for a recurring monthly fee (a "Plan"), this Section applies in addition to that SOW.

(a) **Election.** Client elects exactly one Plan in the SOW before signature: (i) **Reserved**; (ii) **Annual, billed monthly** — a committed term of twelve (12) consecutive months, invoiced monthly; or (iii) **Annual, prepaid** — a committed term of twelve (12) consecutive months, invoiced in full on signature. The fee for each Plan,

and any additional deliverables that attach to a Plan (such as built-to-order automations beyond the core Services), are stated in the SOW. The core Services are the same on every Plan.

(b) **Install fee.** The one-time install fee stated in the SOW is due on signature (§3.4), is the same on every Plan, and is non-refundable once installation work has begun. Before installation work begins, or if it has not begun within ten (10) business days after the fee clears for a reason other than Client's delay, Consultant refunds the install fee in full on Client's written request, to the original payment method, within ten (10) business days of the request. Consultant also refunds it in full if, before Go-Live, Consultant ends the Plan for any reason other than Client's uncured breach, or Client ends it under §11.3 for Consultant's uncured material breach.

(c) Reserved.

(d) **Annual, billed monthly — firm term.** The price of the twelve-month term (the "**Term Price**") is twelve (12) times the monthly fee stated in the SOW. It is the price of the term; invoicing it monthly is an accommodation to Client. The term is a firm commitment: **Client cannot end it early for convenience, and §11.2 does not apply to this Plan during its term.** If Client stops paying or gives notice purporting to end the Plan, or if Consultant terminates for cause under §11.3 for Client's uncured breach, the unpaid balance of the Term Price becomes due, **less** any third-party usage charges (such as telephony, messaging, and AI-model usage) that Consultant will not incur because the Services stop. Nothing is added to that balance. Consultant may invoice it on the normal schedule or in a single invoice. The parties agree the balance is not a penalty: Consultant reserves capacity for the term, its costs are largely fixed, and, where the SOW states free months, the Plan includes them in exchange for the commitment. Recovery of that balance, with interest under §3.5 and fees under §12.3, is Consultant's sole monetary remedy for Client's failure to pay the Term Price. Consultant may suspend the Services under §3.5 until it is paid. The balance is not owed where Client terminates for cause under §11.3 for Consultant's uncured material breach of the Plan's SOW or of this Agreement itself, or under §12.14.

(e) **Annual, prepaid — firm term.** The twelve-month term is a firm commitment and the prepaid fee is **non-refundable**: **Client cannot end it early for convenience, and §11.2 does not apply to this Plan during its term.** The sole exception: where Client terminates for cause under §11.3 for Consultant's uncured material breach of the Plan's SOW or of this Agreement itself, or under §12.14, Consultant refunds **one-twelfth (1/12) of the prepaid fee for each full calendar month of the term remaining** after the effective date of termination, within thirty (30) days. Nothing in this clause otherwise limits either party's right to terminate for cause.

(f) **End of an annual term — renewal by enrollment, never automatic.** The term ends after twelve (12) months. It does not renew automatically. Consultant reminds Client in writing at least sixty (60) days before the term ends, stating the renewal price. Client renews for another twelve-month term by enrolling in Consultant's client portal before the term ends (§1.7) — billed monthly by autopay, or prepaid. If Client does nothing, the Plan ends with the term. A renewal term is on the terms of this Agreement and the SOW, at the renewal price.

(g) **Referral months.** For each referral that qualifies under Consultant's referral program, the referring client and the referred client each earn one (1) month of the Services without charge. The month is earned when the referred client's installation is complete (its Go-Live under a Lead Growth SOW, its Build Acceptance under a department build), never at its signature, and it is added at the **end** of the Plan, as a month after the last month of the term in which it is earned (a renewal term starts after it). It is never a cash credit, a discount, or a refund, it does not shorten a committed term, and the install fee is never waived.

(h) **Suspension is not termination.** Suspension under §3.5 does not pause, extend, or end a committed term.

(i) **Price changes.** On an annual Plan, the fee is fixed for the term. Consultant may change it for a renewal term only by stating the new price in the renewal reminder under §3.10(f), and by no more than ten percent (10%). The install fee is not changed by this paragraph. Any other change to a fee requires a change order (§1.6).

---

4. Client Obligations

4.1 Client will provide timely access to the systems, personnel, documentation, and information reasonably required for Consultant to perform.

4.2 Client will designate a primary point of contact with authority to approve deliverables and to sign, or approve under §1.7, change orders.

4.3 Reserved.

4.4 Client warrants it has all rights necessary to provide Consultant with access to any materials, systems, code, or data it shares, and that it has given every notice and obtained every consent the law requires (including all-party consent to call recording) for data it gives Consultant or has the Services collect.

4.5 Client will not provide Consultant with cardholder data, protected health information, government identification numbers, credentials, or other regulated or sensitive data unless expressly contemplated by a SOW that addresses the applicable compliance requirements. Protected health information is provided only under a Business Associate Agreement signed by both parties. This Section does not restrict the personal information of Client's customers, leads, and callers that the Services are designed to process; that is Client Data under §5.10. Access to Client systems is given as a SOW provides — through an account Client creates or a password-manager share, never by email or chat.

4.6 Delays attributable to Client do not constitute Consultant breach and may, at Consultant's election, extend schedules or require a change order under §1.6.

4.8 **Client account security.** Client is responsible for the security of the logins and credentials of its own systems, of the accounts it grants Consultant access to, and of its users' logins to Consultant's client portal, and for the acts and omissions of everyone other than Consultant and its subcontractors who uses them. Client will notify Consultant promptly on learning of any unauthorized access to, or use of, any of them.

5. Intellectual Property

5.1 **Consultant Background IP.** Consultant retains all right, title, and interest in (a) all methodologies, techniques, know-how, frameworks, templates, tools, libraries, and reference architectures existing prior to or developed independently of the Services, and (b) all general skills, knowledge, and experience acquired by Consultant. Nothing here transfers Consultant Background IP.

5.2 **Deliverables.** Subject to §§5.3 and 5.9, upon **receipt of full payment** for the applicable SOW, Consultant assigns to Client all right, title, and interest Consultant **may hold** in the items that SOW identifies as delivered to Client for Client to keep and operate itself — such as a document, a repository, or a configured account held in Client's name ("Deliverables") — including any rights arising under sui generis protections. Consultant makes no representation that any particular element of a Deliverable is eligible for copyright protection.

5.3 **License to Background IP.** To the extent a Deliverable incorporates Consultant Background IP, Consultant grants Client a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, modify, and create derivative works of that Background IP solely as embodied in and as necessary to use the Deliverables. Client receives no right to license, sublicense, resell, or distribute Consultant Background IP on a standalone basis.

5.4 **Prior to payment.** Until full payment is received, Consultant retains all right, title, and interest in Deliverables, and Client's use is a revocable license limited to internal evaluation.

5.5 **Third-party and open-source components.** Deliverables may incorporate third-party or open-source components. Consultant will identify material components and their licenses on request. Client is responsible for compliance with those licenses in its use of the Deliverables.

5.6 **Residual knowledge.** Consultant may use general knowledge, skills, and experience gained performing the Services for other clients, provided Consultant does not use or disclose Client's Confidential Information.

5.7 **Client Materials.** Client retains all right, title, and interest in materials, data, code, and systems it provides.

5.8 **AI tools and models.** Consultant uses artificial-intelligence tools and third-party AI models to produce Deliverables and to provide Operated Services, identifies the model providers in its Subprocessor list (§5.10(c)), and gives Client written notice before changing the model or model provider behind an Operated Service where the change could materially alter its output. Client is responsible for human review of Outputs before relying on them for a decision with legal, financial, or safety consequences, and for staffing any exception queue a SOW describes.

5.9 **Consultant Platform and Operated Services.** Where a SOW provides that Consultant builds, hosts, or operates automations, agents, workflows, prompts, models, integrations, or other software on Consultant's own infrastructure ("**Operated Services**"), those items and all improvements to them (the "**Consultant Platform**") are not Deliverables, are not assigned or licensed to Client except as this Section states, and are disconnected from Client's systems when the SOW ends. While the SOW is in effect, Client may use the Operated Services for its internal business purposes. Client owns Client Data (§5.10) and the accounts, phone numbers, domains,

and listings held in its own name. To the extent Consultant holds any rights in the records, messages, documents, and other outputs the Operated Services generate for Client ("**Outputs**"), Consultant assigns them to Client as they are created. Consultant makes no representation that any Output is eligible for copyright protection.

5.10 **Client Data.** "**Client Data**" means data that Client or its customers provide to, or that is collected through, the Services, including personal information of Client's customers, leads, and callers.

(a) Consultant processes Client Data only to provide the Services and on Client's documented instructions. This Agreement, each SOW, and each configuration Client approves in writing or in Consultant's client portal are those instructions.

(b) Consultant does not use Client Data or Outputs to train or fine-tune any AI model, and prohibits its providers from training their general models on Client Data as the Data Processing Addendum (DPA §12(f)) describes.

(c) Consultant keeps a list of the third parties that process Client Data ("**Subprocessors**"), gives it to Client on signature and on request, gives at least thirty (30) days' email notice before adding one, and binds each in writing to obligations at least as protective as this Section.

(d) Everyone who processes Client Data is bound by a duty of confidentiality.

(e) If Client asks in writing within thirty (30) days after a SOW ends, Consultant exports the Client Data it holds for that SOW — including consent records, opt-out and do-not-contact lists, and send logs — in a commonly used machine-readable format. Consultant then deletes it within sixty (60) days, except copies in routine backups (deleted on their normal cycle) or retained as law requires.

(f) Consultant provides information reasonably necessary to show compliance with this Section and reasonably assists, at Client's cost, with consumer requests and assessments that applicable law requires of Client.

(g) This Section is supplemented by Consultant's **Data Processing Addendum**, which is incorporated into this Agreement and controls over this Section and §7 as to personal data.

(h) **Aggregate counts.** Client authorizes Consultant to count events in the Services (such as calls answered, appointments booked and reviews received) and combine those counts with the counts of at least four (4) of Consultant's other clients into totals, averages or ranges that name no client and no individual and cannot reasonably be linked to either ("**Aggregate Data**"). Consultant takes reasonable measures to keep Aggregate Data in that form, never publishes a figure from which one client's count can be worked out, does not try to link Aggregate Data back to a client or an individual, and binds any provider that processes Aggregate Data for it to the same terms. Aggregate Data is not Client Data. Consultant uses it only to improve the Services and to publish results its clients can generally expect, and never sells it. Nothing in this paragraph lets Consultant publish Client's name or Client's own counts; that needs Client's written release (§12.7). The Data Processing Addendum says the same in its §12.

5.11 **Platform restrictions.** Except as §5.3 or a SOW permits, Client will not, and will not permit anyone else to: (a) copy, extract, or reuse Consultant's prompts, workflows, configurations, or Background IP outside the Services; (b) reverse engineer, decompile, or otherwise derive or attempt to derive the source code, or the underlying ideas, algorithms, or structure, of the Consultant Platform; (c) use the Services or the Consultant Platform to build or train a competing product or service; or (d) give anyone other than its own personnel and authorized contractors access to the administrative interfaces, configurations, or accounts of the Services or the Consultant Platform. Client's customers, leads, and callers using the Services as designed are not restricted. Client is responsible for its personnel's and contractors' compliance with this Section.

---

6. Warranties & Disclaimers

6.1 **Consultant warranty.** Consultant warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practice.

6.2 **Remedy.** Client's exclusive remedy for breach of §6.1 is, at Consultant's option, re-performance of the deficient Services or refund of the fees paid for them, provided Client gives written notice within ninety (90) days of performance.

6.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN §6.1, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.4 **AI and machine-learning systems.** Client acknowledges that systems incorporating large language models and other machine-learning components are inherently non-deterministic; that identical inputs may produce different outputs; that such systems may produce incorrect, incomplete, or unexpected results; and that **no methodology, review, or testing can guarantee their correctness.** Consultant makes no warranty as to the accuracy, reliability, completeness, or output of any AI system, whether built or reviewed by Consultant.

6.5 **No certification.** Unless a SOW expressly states otherwise, Consultant does not certify, verify, validate, audit, attest to, or approve any Client system, process, or control. Consultant's observations are professional opinions only, and Client will not represent otherwise to any third party.

6.6 **Client responsibility.** Client is solely responsible for its decisions regarding architecture, implementation, testing, deployment, security, regulatory compliance, and production operation, and for the consequences of those decisions. Consultant's recommendations are advisory.

6.7 **No legal, tax, accounting, or compliance advice.** Consultant is not a law firm, accounting firm, or certified auditor.

6.8 **Client warranties.** Client warrants that it has the right to enter this Agreement, that it will use the Services and Deliverables lawfully, and that materials it provides do not infringe third-party rights.

6.9 Reserved.

---

7. Confidentiality

7.1 **Definition.** "Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is marked confidential or would reasonably be understood as confidential, including business plans, technical architecture, source code, customer data, pricing, and personnel information.

7.2 **Obligations.** Recipient will (a) use Confidential Information solely to perform or receive the Services, (b) protect it with at least reasonable care, and (c) not disclose it except to its personnel, professional advisors, subcontractors, and service providers — including the Subprocessors under §5.10(c) — who need it to perform or receive the Services and are bound by confidentiality or data-protection obligations at least as protective as this Section. Recipient is responsible for their compliance.

7.3 **Exclusions.** Information that is or becomes public through no fault of Recipient, was known to Recipient before disclosure, is independently developed, or is rightfully received from a third party without restriction.

7.4 **Compelled disclosure.** Recipient may disclose where legally required, with prompt written notice to Discloser where lawful and reasonable cooperation to seek protective treatment.

7.5 **Term.** Obligations survive **three (3) years** after termination, except that trade secrets remain protected for as long as they qualify as such.

7.6 **Consultant's other engagements.** Consultant will not disclose or use the Confidential Information of any other party in performing Services for Client, and Client will not request that Consultant do so.

7.7 **Return or destruction.** On written request following termination, Recipient will return or destroy Confidential Information in its possession, except copies retained in routine backups or as required by law.

7.8 **Personal data.** Personal data within Client Data is governed by §5.10 and the Data Processing Addendum, which control over this Section 7 as to personal data. The confidentiality of personal data lasts for as long as Recipient holds it, whatever §7.5 says.

7.9 **Prior NDA.** Where the parties signed a non-disclosure agreement before this Agreement, from the Effective Date this Section 7 governs all information exchanged under it, including before that date, and that agreement ends.

---

8. Indemnification

8.1 **No Consultant indemnity.** Consultant provides no indemnity under this Agreement. Client's remedy for defective Services is stated in §6.2 and is subject to §9.

8.2 **By Client.** Client will defend, indemnify, and hold harmless Consultant and its members, employees, and subcontractors from and against third-party claims, and the resulting losses, damages, fines, settlements, and reasonable attorneys' fees, arising from: (a) Client Materials or data provided to Consultant; (b) Client's use, modification, deployment, or operation of any Deliverable; (c) Client's decisions regarding its own systems, including decisions informed by Consultant's recommendations; (d) any representation by Client that Consultant verified, certified, audited, or approved any Client system; (e) Client's violation of law or third-party rights; (f) the content, recipients, timing, consent, or lawfulness of any communication transmitted on Client's behalf, as SOW Annex B describes; and (g) Client's use of, or reliance on, any Output after it is delivered to Client.

8.3 **Sole remedy.** This Section states each party's entire liability and exclusive remedy for the claims described.

8.4 **Procedure.** The indemnified party will (a) give prompt written notice of the claim — delay relieves the indemnifying party only to the extent it is prejudiced; (b) give the indemnifying party sole control of the defense and settlement, except that no settlement may admit fault of, or impose a non-monetary obligation on, the indemnified party without its written consent; and (c) cooperate reasonably at the indemnifying party's cost. The indemnified party may participate with its own counsel at its own cost.

---

9. Limitation of Liability

9.1 **EXCLUSION OF INDIRECT DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 **CAP ON DIRECT DAMAGES.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL SOWS, TAKEN TOGETHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY, WILL NOT EXCEED **THE GREATER OF (i) THE TOTAL FEES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THE SOW GIVING RISE TO THE CLAIM, OR (ii) TWO THOUSAND FIVE HUNDRED UNITED STATES DOLLARS ($2,500).** FOR THE AVOIDANCE OF DOUBT, THIS IS A **SINGLE AGGREGATE CEILING** ACROSS THIS AGREEMENT AND EVERY SOW — NOT A SEPARATE CAP PER SOW, PER DELIVERABLE, OR PER CLAIM — AND IT IS NOT INCREASED BY THE NUMBER OF SOWS EXECUTED OR THE NUMBER OF CLAIMS MADE.

9.2.1 **No-fee SOWs.** For any SOW performed for no cash fee (SOW Annex A), the floor in §9.2(ii) is the agreed cap, and the parties agree that (a) the non-cash consideration in that SOW is bargained-for consideration of real value to Consultant; (b) the absence of a cash fee reflects a deliberate allocation of risk in

which Client accepts materially greater responsibility for outcomes; and (c) this Section is not rendered unenforceable by the absence of a cash fee.

9.3 **Exceptions.** The limitations in §9.1 and §9.2 do not apply to: (a) Client's obligation to pay fees due; (b) Client's indemnification obligations under §8.2; (c) breach of §7 (Confidentiality) or §5.10 (Client Data), except that Consultant's total liability for those breaches and for any security incident affecting Client Data will not exceed three (3) times the fees paid by Client under the SOW giving rise to the claim in the twelve (12) months before the claim arose (the "**Data Cap**"); or (d) liability that cannot be limited under applicable law, including gross negligence, willful misconduct, and fraud.

9.4 **Allocation of risk.** The parties acknowledge that the fees reflect this allocation of risk, that these limitations are an essential basis of the bargain, and that they apply even if a limited remedy fails of its essential purpose.

9.5 **Notice of claim.** Except for payment claims, a party must give the other written notice of any claim arising out of this Agreement, describing it in reasonable detail, within **one (1) year** after that party knew or reasonably should have known of the facts giving rise to it. Giving that notice is a condition of pursuing the claim. **This Section does not shorten any limitations period fixed by law.**

9.6 **Persons protected.** The exclusions and limits in this Section also protect Consultant's members, managers, employees, and subcontractors, who may enforce them. Client will bring any claim arising out of the Services only against Consultant, not against any of those individuals personally, except for fraud or willful misconduct.

---

10. Insurance

10.1 As of the Effective Date, Consultant maintains Technology Errors & Omissions insurance and Cyber Liability insurance. Consultant makes no representation or warranty as to the scope, limits, or continuation of that or any other insurance coverage. Client acknowledges it has entered this Agreement **without reliance on any insurance coverage continuing in force**, and that §9 applies in full regardless of whether any insurance is in force or responds to a given claim. No insurance carried by Consultant benefits Client as an insured, additional insured, or third-party beneficiary.

10.2 Where a SOW requires Consultant to carry insurance, Consultant will bind that coverage **before commencing Services under it** and will provide a certificate on written request. Absent such a requirement in a SOW, Consultant has no insurance obligation.

---

11. Term & Termination

11.1 **Term.** Begins on the Effective Date and continues until terminated under this Section.

11.2 **Termination for convenience.** Either party may terminate this Agreement or any SOW on **thirty (30) days** written notice. Where a SOW prices work by milestone, the milestone in progress at the effective date of termination becomes immediately due in full. **This Section does not apply during the committed term of an Annual Plan, billed monthly or prepaid (§3.10(d)–(e)).**

11.3 **Termination for cause.** Either party may terminate the affected SOW (or this Agreement, where the breach is of this Agreement itself or the other party is insolvent) immediately on written notice if the other materially breaches and fails to cure within **thirty (30) days** of written notice — or, for failure to pay an amount due, within **fourteen (14) days** of written notice — or becomes insolvent or subject to bankruptcy proceedings.

11.4 **Effect of termination.** Client will pay Consultant for all Services performed and expenses incurred through the effective date, including work in progress and any amount due under §11.2. Consultant will deliver work product for which payment has been received. Termination or expiry of this Agreement ends every SOW then in effect, but amounts owed under §3.10 survive it. Termination of a SOW does not end this Agreement or any other SOW.

11.5 **Survival.** Sections 2.4, 3 (as to amounts owed), 5 (including §5.10 for as long as Consultant holds Client Data), 6, 7, 8, 9, 10.1, 11.4, and 12 survive termination.

---

12. General

12.1 **Governing law.** The laws of the State of Florida, without regard to conflict-of-laws principles.

12.2 **Venue.** Exclusive jurisdiction and venue in the state or federal courts located in Broward County, Florida.

12.3 **Attorneys' fees.** In any action or proceeding to enforce or interpret this Agreement or any SOW, the prevailing party is entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, and costs — including those incurred in any appellate, bankruptcy, or collection proceeding — from the non-prevailing party.

12.4 **Assignment.** Neither party may assign without the other's prior written consent, except to a successor in a merger, a sale of substantially all assets, or a conversion or domestication of a party into an entity of another jurisdiction.

12.5 **Notices.** Notices must be in writing and sent to the email addresses of record. A notice is deemed received on the first business day following transmission unless the sender receives an automated delivery failure. A notice of breach, or of termination under §11.3, sent by email must also be sent by courier or by certified mail to the other party's address stated at the head of this Agreement, or a later address given under this Section; it is effective as of the email under this Section if that copy is sent within two (2) business days after the email, and otherwise when the copy is received. Either party may change its address of record on written notice.

12.6 **Subcontracting.** Consultant may use subcontractors and third-party service providers to perform the Services, remains responsible for their performance, and binds them to confidentiality obligations consistent with §7. Providers that process Client Data are Subprocessors governed by §5.10 and the Data Processing Addendum. Consultant will not have an individual other than its own members perform Services directly for Client without Client's prior written consent.

12.7 **Publicity.** Neither party will use the other's name, logo, or trademarks in publicity without prior written consent. Where a SOW incorporates Annex A, that Annex governs instead.

12.8 **Severability.** An unenforceable provision will be modified to the minimum extent necessary to make it enforceable; the remainder stands.

12.9 **Waiver.** No failure or delay in exercising a right waives it. No waiver is effective unless in writing.

12.10 **Entire agreement.** This Agreement, together with all SOWs, their annexes, and the Data Processing Addendum, is the entire agreement and supersedes all prior discussions and proposals, subject to §7.9. Client purchase orders, and any terms of use, click-through, or vendor-portal terms presented by Client or its procurement or payment systems, have no effect and do not modify this Agreement. This does not affect an approval given in Consultant's client portal under §1.7. From the Effective Date this Agreement supersedes any Consultant Terms of Service previously accepted by Client.

12.11 **Amendment.** Only by a written instrument that refers to this Agreement and is signed by both parties (not by approval under §1.7). No course of dealing, course of performance, email exchange, or oral statement amends this Agreement or any SOW.

12.12 **Counterparts and electronic signature.** May be executed in counterparts and by electronic signature, each an original. Each party agrees to conduct transactions under this Agreement by electronic means, including e-signature through Consultant's signing provider and signature or approval in Consultant's client portal under §1.7, and agrees that its electronic signature or approval, and the record Consultant keeps of it, is attributable to it.

12.13 **WAIVER OF JURY TRIAL.** EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOW, AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL ABOUT THIS WAIVER.

12.14 **Force majeure.** Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including failure or suspension of a third-party platform, carrier, or registration authority, internet or cloud outages, and acts of government, if it notifies the other promptly and resumes performance as soon as practicable. Such an event is not a material breach under §11.3. If such an event prevents substantially all of the Services under a SOW for more than thirty (30) consecutive days, either party may terminate that SOW on written notice; Client then owes fees only for Services performed to the date of termination and, on an Annual, prepaid Plan, is refunded under §3.10(e).

12.15 **Business day.** "Business day" means a day other than a Saturday, Sunday, or U.S. federal holiday.

Signatures

MOONSTAFF AI LLC

Signature: /s/ Eric Nguyen Date: 2026-11-21

Name: Eric Nguyen

Title: Member

CLIENT: [CLIENT AS NAMED ON THE ORDER SCREEN]

Signature: _____ Date: _____

Name: [the signer's typed full name in the signature record]

Title: [the signer's typed title in the signature record]

STATEMENT OF WORK #[number in the signature record]

Lead Growth System — Annual Plan

Consultant	Moonstaff AI LLC, a Florida limited liability company — FL doc L26000012313
Consultant Contact / notices	Eric Nguyen, Member — hello@moonstaff.ai (MSA §12.5)
Client	[Client as named on the order screen]
Client Contact / notices	[the signer's typed full name in the signature record], [the signer's typed title in the signature record] — [notice email on the order screen]; accepts Deliverables and signs change orders (§9); Client's notice email for this SOW (MSA §12.5)
AP / Billing Contact	[billing email on the order screen]
Effective Date	[the date of Client's signature in the signature record]
Governing Agreement	Master Services Agreement dated [the date of Client's signature in the signature record]
Plan	[the Plan chosen on the order screen] (§6A)

Annexes	Annex B — Outbound Communications; Annex D — Operated Services; Annex E — Free Trial and Free Months. The Data Processing Addendum, version 1.7, signed with this SOW, applies to every SOW under the MSA (MSA §5.10(g))
Deviations from the MSA	See §12

---

1. Objective

Consultant installs the Lead Growth System for Client and operates it for the Plan term, so that every enquiry Client receives is captured and answered, past customers are invited back, every customer is asked for a review, and Client's advertising is run and improved — inside the accounts Client already uses.

---

2. Deliverables in scope

If it is not in this table, it is not included. Every component is set up for Client, connected to the accounts Client already uses, and then operated by Consultant on the Consultant Platform (MSA §5.9; Annex D) for the term of the Plan. Components are installed in the order Consultant schedules. Go-Live is Phase 1 of the phase schedule in §6A: D1, D4 and D5, without texting, live and accepted. Where Client has no website, D1 and the D4 website chat join with D9, and Go-Live is D4 and D5 without them. The other Deliverables, and texting in D4 and D5, join on that schedule and are each accepted under §5 when they do.

#	Deliverable	Accepted when (§5)
D1	**Lead capture** — a lead-capture form on Client's website, connected to the System, so every enquiry is recorded and followed up. Where Client has no website, D1 joins with D9	A test enquiry from the form is recorded and receives the D4 reply

#	Deliverable	Accepted when (§5)
D2	**Past-customer reactivation** — messages to Client's past customers inviting them back, sent in Client's name on schedules and wording Client approves: by email to Client's own past customers, with a way to unsubscribe in every email, once Client confirms the list (Annex B.8A). Come-back messages are never sent by text: the toll-free verification declares no marketing use (Annex B.10)	Client approves the first configuration and its first send completes

#	Deliverable	Accepted when (§5)
D3	**Reviews** — after each completed job (Client copies the job's invoice or paid receipt to the address the client portal gives Client, or marks the job done in the portal), the customer gets a review request, unless that customer address has had one in the last one hundred eighty (180) days; requests are sent within a daily limit per Client, and any over it wait for the next day. The request is the same for every customer, whatever they said before: a thank-you, Client's Google review link in the first message, and "Anything we could do better? Just reply." At most one reminder follows, three (3) days later, and none after the customer replies, opts out or posts a review. Nothing is ever offered in return for a review, and a review request never mentions the customer referral reward below. Requests are sent as Annex B.8 and B.8A allow. Where Client connects its Google Business Profile, the Services draft a reply to each new review. By switching on auto-replies in the client portal ("Post our reply to 4- and 5-star Google reviews automatically, 24 hours after we draft it?"), Client gives its prior, specific and express consent for replies to 4- and 5-star reviews to post without asking Client each time, 24 hours after the draft, unless Client edits or stops the reply in that time; a reply to a 1- to 3-star review always waits for Client's approval in the portal. Client may withdraw that consent at any time in the portal, and nothing posts	A test completed job produces the invitation

#	Deliverable	Accepted when (§5)
	after it is withdrawn. Consultant gives Client notice within 48 hours of any change to how auto-replies work. **Customer referrals** — where Client sets a customer referral reward in the client portal, the customer also gets a separate email seven (7) days after the job, with a personal link to refer a friend, unless a reply, opt-out or complaint from the customer has ended the request above by then. Referral emails go at most one per customer in any one hundred eighty (180) days. The reward is a fixed amount for each new paying job a referred friend books, set by Client and given by Client: Consultant holds no money and gives no reward. The email goes only after the job, never during a sale, and asks the customer to mention the reward if they post about Client publicly. The Services never ask a customer for a friend's number or contact details, and never message a friend a customer names; a referred friend is contacted only after the friend gets in touch with Client. No raffle, draw or prize is offered	
D4	**Speed to lead** — an automatic, personal reply to each new enquiry (form, text, email or website chat), day or night, with a way to book; each booking is confirmed by Consultant's own email to the customer where that is switched on for Client, or by the confirmation or calendar invite the calendar Client connects sends	A test enquiry on each connected channel receives the reply (with a booking link where Client books)

#	Deliverable	Accepted when (§5)
D5	**AI phone answering** — calls Client does not answer are forwarded to a number Consultant provides; an AI assistant answers, states at the start of every call that the caller is speaking with an AI assistant and that the call may be recorded for quality, and offers a person. Call audio is not recorded or kept unless Client asks Consultant in writing to switch recording on; a transcript with personal details removed is kept for up to 365 days, and where Client has switched recording on the audio is kept too and Client gives every notice and obtains every consent the law requires for it (Annex B.2 and B.11). The assistant takes the details and books into the calendar Client connects in the client portal (whichever of these the portal offers Client: a Google or Microsoft calendar connected with one tap, a Calendly account, a Cal.com account or booking page, or estimate windows Client reserves where it keeps no online calendar), stating only times the calendar shows, and confirms the booking by Consultant's own email where that is switched on for Client, or by the calendar's confirmation or invite, and by text where texting is enabled for Client; where Client chooses to take messages instead of bookings, it takes the details and sends them to Client. Client's number is never ported	A test call forwarded from Client's number is answered and books a test slot (where Client chose messages: the test caller's details reach Client)

#	Deliverable	Accepted when (§5)
D6	**Sales coaching** — practice conversations by text against Client's own script and objections, and graded feedback on call recordings or transcripts Client's staff choose to upload, each person through a coach-only login that opens only the coaching page and that person's own scorecards. Each upload needs the uploader's tick confirming that everyone on the call was told it is recorded, and nothing is graded unless the recording is announced within its first 90 seconds: otherwise the upload is deleted ungraded and the uploader is told why. Scorecards are for coaching only, not for hiring or firing decisions	Client's first practice session and first graded recording are delivered

#	Deliverable	Accepted when (§5)
D7	**Ad management** — once D1–D6 are live, Consultant sets up and runs ad campaigns on Google Ads first (and on Meta after that, once Consultant offers it to Client) in Client's own ad accounts; leads from them are followed up through D1–D5. An ad account created under Moonstaff's manager account, with Client as its administrator paying with Client's own card, is Client's own ad account. Ad spend is Client's, paid by Client directly to Google or Meta on Client's own card, never through Consultant and never marked up. Client's monthly budget cap is at least one thousand five hundred dollars ($1,500) for each platform Client runs, and the client portal does not accept a lower cap. Consultant's management of the campaigns is part of the Plan fee, with no add-on charge. Ads on Meta send people to Client's own website or Front Door form, never to a Meta instant lead form. Before the first campaign is switched on, Client approves once, in the client portal, the campaign plan for its trade, a monthly budget cap and the change rules; after that Consultant adjusts the campaigns without asking, only within that plan, cap and rules, and asks Client to approve again before changing any of them. Client's approval (the plan's version, the cap and the rules) and every change are logged in the client portal, where Client can at any time stop every campaign with one click (**Pause all ads**) and undo a logged change with	Client's approval of the plan, cap and rules is recorded in the client portal, and the first campaign is live in Client's ad account

#	Deliverable	Accepted when (§5)
	one click; an undo never takes spending above the approved cap. Each campaign is built only from Client's own facts: its declared service area, its services, its hours and its cap. Consultant may also run ads for other businesses in Client's trade and area (§6A, the "Your annual plan" box)	
D8	**Standard Process (Annual, prepaid only)** — on Annual, prepaid: one (1) Standard Process, included for the term with no build fee: one recurring task a person at Client does by hand today, outside what D1–D7 do, that starts from one trigger, ends in one outcome and has one owner, touches few systems, each with an API, and has at most one AI judgement step. Consultant and Client choose it in writing; it is added to §2 by a change order at no fee, with its own acceptance condition, and operated under Annex D for the term as part of the Plan fee. A bespoke application (for example an estimator or a scheduler) is not a Process. It is not an AI employee. It is part of the Consultant Platform (MSA §5.9); on Annual, billed monthly: not included on this Plan	Its own condition, as the change order states

#	Deliverable	Accepted when (§5)
D9	**The Front Door** — Client keeps its own website, and D9 is the D1 form and the D4 website chat added to it, unless Client has no website or its site fails Consultant's speed check; then D9 is a lead-catching website from one of Consultant's layouts for Client's trade, filled from Client's facts, logo, colors and photos, with the D1 form and the D4 website chat built in, which Consultant builds at install (by the Phase 3 target instead, where §6A's phase schedule gives D9 one). Where Client has no website, Consultant publishes it on Client's own domain (registered for Client under Annex B.10A where Client has none) before it submits Client's toll-free texting verification (Annex B.10). Where Client's site fails the speed check, Consultant shows Client a preview first: the site is delivered, and counts as live under §6A's phase schedule, when Consultant gives Client written notice that the preview is ready to publish, and Client's own site stays in use until Client points its domain to the new site. Template only: no custom design and no rebuild of Client's existing site. When this SOW ends, a template website stops being served (Annex D.7)	On Client's own site: the form and chat are live there. A template site where Client's site fails the speed check: Consultant's written notice that its preview is ready to publish, and a test enquiry from the preview is recorded and receives the D4 reply. Any other template site: it is published on Client's own domain, and a test enquiry from it is recorded and receives the D4 reply

#	Deliverable	Accepted when (§5)
D10	**Ongoing SEO** — each month, Consultant prepares new pages for Client's website, built only from Client's own facts, jobs and photos; posts for Client's Google Business Profile; and text for the listings and directories Client claims and verifies; and sends Client a monthly report of counted numbers. Client approves every page, post and listing text in the client portal before it publishes, and nothing publishes without that approval. Pages go on Client's own website where Client keeps one, or on the D9 template site. No ranking, traffic or lead number is promised: search results are set by the search engines, not by Consultant	The first month's pages, posts and listing text are ready for Client's approval in the client portal, and the first monthly report is delivered

Also included: the client portal (Client's plan, invoices, payments, setup checklist and requests), support under Annex D.4, and changes to wording, schedules and audiences within D1–D7, D9 and D10 that Client approves in writing or in the portal.

---

3. Out of scope

1. Anything not expressly listed in §2.
2. Advertising spend.
3. Rebuilding Client's website beyond the capture form (D1) and the D9 template site, custom website design, or migrating or cleaning Client's data.
4. Work on systems, accounts or channels not listed in §2.
5. Legal, tax or compliance advice — including whether a message or a list is lawful (Annex B).
6. Use with protected health information.
7. Any outcome in Client revenue, profit, leads, bookings, or headcount, except the refund the Booked Jobs Guarantee gives (§6A). No installation date is committed (§7).

---

4. Approach, assumptions and dependencies

4.1 **Approach.** Consultant installs the components in the §2 order, remotely, through the setup checklist in the client portal. A component goes live when the setup steps it depends on are done — nothing is texted until Client's messaging registration and consent evidence are in place, and nothing answers Client's calls until call forwarding is set up and tested.

4.2 **Assumptions.** All work is performed remotely; no travel is included. Client's own team makes any change to its phone carrier, DNS or accounts that the setup checklist asks for. Materials shared with Consultant contain no regulated data other than the Client Data the Services are designed to process (MSA §4.5, §5.10).

4.3 **Dependencies.** Client completes the setup checklist items in the client portal — business details, the calendar Client connects in the client portal (D5), call forwarding, messaging registration details, consent evidence for any contact list (or, for email to past customers, Client's confirmation under Annex B.8A), and the baseline under Annex E.6. Each is a Client obligation under §8, and the schedule in §7 waits on it.

---

5. Acceptance

5.1 **Per Deliverable.** Each Deliverable is accepted separately, against the condition in its §2 row. There is no combined acceptance event, and acceptance of one Deliverable is never conditional on another.

5.2 **Who accepts.** The Client Contact named in the header, or an Authorised Approver (MSA §1.7) selecting **Accept** in Consultant's client portal under their own login. Acceptance and deficiency notices are in writing; email or the portal record is sufficient.

5.3 **Review period.** Client has **five (5) business days** from written notice of delivery to accept, or to give a written deficiency notice that cites the §2 condition not met and the behaviour observed. For the Phase 1 Deliverables that make Go-Live (§6A) the period is **two (2) business days**. **Absent either within that period, the Deliverable is deemed accepted.** Putting a Deliverable to productive use — beyond evaluation and testing — is acceptance regardless of the period.

5.4 **Cure and re-review.** Consultant corrects the cited deficiencies and re-delivers within **ten (10) business days** of the notice, or gives a written date where the fix depends on a §4.3 input or a third party. Re-review is limited to the deficiencies cited and runs **three (3) business days**.

5.5 **Not deficiencies:** a preference for different wording or design in a Deliverable that meets its §2 condition; a request for behaviour not described in §2; a failure caused by a Client system, by a §4.3 input that was late or wrong, or by a third-party service outside Consultant's control; and a difference in a language model's output between two runs on the same input (MSA §6.4).

---

6. Fees and payment

The install fee and the Plan fees are set in §6A.

- Terms: **Net 15** from invoice date (MSA §3.3). 1.5% per month simple interest on past-due balances, and Consultant may suspend work while any invoice is more than fifteen (15) days past due (MSA §3.5).
- **Payment method:** bank autopay (MSA §3.2), or each invoice paid by ACH or by card — the same price either way; no surcharge or fee is added. An annual prepaid fee is paid the same ways, by bank or by card.
- Change requests: **[the change-request rate shown on the order screen]/hour**, under **MSA §1.6**, only after Client approves the estimate in writing. Work described in a change order does not begin until it is signed or approved by the people named in §9.
- Third-party costs other than ad spend are part of the Plan fee; ad spend is Client's (§2, D7).
- Services commence on receipt of the install fee. Not on signature.

6A. Plan (MSA §3.10)

Install fee	[the install fee shown on the order screen], one time, due on signature; non-refundable once installation begins. Before it begins, or if it has not begun within ten (10) business days after the fee clears for a reason other than Client's delay, refunded in full on Client's written request, to the original payment method, within ten (10) business days of the request; also refunded in full if, before Go-Live, Consultant ends the Plan for any reason other than Client's uncured breach, or Client ends it for Consultant's uncured material breach (MSA §3.10(b))
Plan elected	**[the Plan chosen on the order screen] — [the Plan fee shown on the order screen for that Plan]**, firm term (MSA §3.10(d) for billed monthly, §3.10(e) for prepaid). An annual term is a firm commitment: Client cannot end it early for convenience

Standard Process (Annual, prepaid only)	on Annual, prepaid: one (1) Standard Process, included for the term with no build fee: one recurring task a person at Client does by hand today, outside what D1–D7 do, that starts from one trigger, ends in one outcome and has one owner, touches few systems, each with an API, and has at most one AI judgement step. Consultant and Client choose it in writing; it is added to §2 by a change order at no fee, with its own acceptance condition, and operated under Annex D for the term as part of the Plan fee. A bespoke application (for example an estimator or a scheduler) is not a Process. It is not an AI employee. It is part of the Consultant Platform (MSA §5.9); on Annual, billed monthly: not included on this Plan (§2, D8). No Plan includes an additional AI employee
Go-Live	The date Consultant gives written notice that the Phase 1 Deliverables of the phase schedule below (D1, D4 and D5, without texting; D4 and D5 alone where Client has no website, §2) are live and each is accepted under §5, recorded on an acceptance certificate. Go-Live does not wait for the carriers to approve Client's texting registration or for a later phase

Phase schedule	Phase 1, at Go-Live: D1, D4 and D5, without texting (where Client has no website, D1 and the D4 website chat join with D9). D9, the Front Door: on Client's own website, D9 is the D1 form and the D4 website chat, live at Go-Live; where Client has no website or its site fails the speed check, D9 is a template website Consultant builds at install (§2), unless Phase 3 below gives it a target date, accepted under §5 when it is published (where Client's site fails the speed check, when its preview is ready to publish, §2); Go-Live does not wait for it. Phase 2, target [the target date in the phase schedule on the order screen]: texting in D4 and D5, once the carriers approve Client's texting registration; then D3 and D2. Phase 3, target [the target date in the phase schedule on the order screen]: D9 where it is a template website (§2). Phase 4, target [the target date in the phase schedule on the order screen]: D6, then D7, then D10. The dates are targets, not committed dates (§7). A later part joins at no extra charge, needs no new acceptance of the Plan, and does not change the Plan fee, the term or when Plan fees are due; a late part earns no fee credit, refund or pause, except under the Booked Jobs Guarantee (§6A) and Annex E.7: while a later part (texting in D4 and D5, or a later Deliverable) is still not live more than sixty (60) days after its target date here, Client may end the term with no early-termination fee. Consultant tells Client in the portal and by email when each part is switched on, and emails the new target if a date moves
Expected Go-Live	about 15 business days after the install payment clears: Consultant's honest estimate when this SOW is issued, not a committed date (§7). If it moves, Consultant tells Client in writing with the new estimate. The Trial Period, the term and the Plan fees run from the actual Go-Live, not from this date

Term Start (the first fee date, not the start of the term)	The first day of the calendar month after the Trial Period ends (Annex E.4). The first monthly fee is invoiced on the Term Start and then on the 1st of each month, eleven (11) in all; a prepaid fee is invoiced on the Term Start. An annual term is the twelve (12) calendar months from the 1st of the month after Go-Live (from Go-Live when Go-Live is on the 1st), its free months included: the Trial Period runs from Go-Live to the end of the term's first calendar month and, on a prepaid Plan, the month after it is free too (Annex E.1, E.1A, E.4)
End of an annual term (MSA §3.10(f))	The term ends after twelve (12) months. It does not renew automatically. Consultant reminds Client in writing at least sixty (60) days before the term ends, stating the renewal price. Client renews for another twelve-month term by enrolling in the client portal before the term ends — billed monthly by autopay, or prepaid. If Client does nothing, the Plan ends with the term. A Process added to the Plan after signature runs for the rest of the term, ends with it, and renews with it
Price changes (MSA §3.10(i))	Fixed for the term; a renewal price is stated in the renewal reminder and is no more than 10% above the current fee
Operated Services	Annex D applies
Free Trial and free months	Annex E applies — the Plan is free from Go-Live to the end of the first full calendar month starting on or after Go-Live, and that time is the Trial Period; Client may end the Plan before it ends and, billed monthly, owes no monthly fee, or, on a prepaid Plan, is not charged the prepaid fee. On a prepaid Plan the month after the Trial Period is also free (not a trial) (Annex E.1–E.4)
Booked Jobs Guarantee	The "Booked Jobs Guarantee" line of the "Your annual plan" box below is a term of this SOW, word for word as Order Form Part F: a refund of Plan fees Client paid, when its conditions are met. §12 lists the MSA sections it changes

Your annual plan

- **Install:** [the install fee shown on the order screen], one time, due on signature; non-refundable once the install starts. Before it starts, or if it has not started within ten business days after the fee clears for a reason other than your delay, it is refunded in full on your written request, to the payment method you used, within ten business days. It is also refunded in full if, before go-live, Moonstaff ends the plan (other than for your uncured breach) or you end it for Moonstaff's uncured material breach (MSA §3.10(b)).
- **Plan:** [the Plan chosen on the order screen] — [the Plan fee shown on the order screen for that Plan].
- **Year one:** [the year-one total shown on the order screen] (install + the Plan fees for the twelve-month term; its free months are inside it), plus any sales tax that applies (MSA §3.7).
- **Expected go-live:** about 15 business days after the install payment clears — our honest estimate when you sign, not a promise. Go-live is when Phase 1 of your phase schedule (below) is live and accepted; your free months, your term and your Plan fees all start from the actual go-live, not from this date. If the estimate moves, we tell you in writing with the new one.
- **Firm term:** the twelve calendar months from the 1st of the month after go-live (from go-live when go-live is on the 1st), its free months included (Annex E.4). Once the free trial ends you cannot end it early for convenience. If you stop paying, the unpaid balance of the term becomes due, less third-party usage costs Moonstaff no longer incurs because the service stops (MSA §3.10(d)–(e)).
- **Renewal:** the term ends after twelve (12) months. It does not renew automatically. Moonstaff reminds you in writing at least sixty (60) days before the term ends, stating the renewal price. You renew for another twelve-month term by enrolling in the client portal before the term ends — billed monthly by autopay, or prepaid. If you do nothing, the plan ends with the term (MSA §3.10(f)).
- **Price:** fixed for the term. A renewal price is stated in the renewal reminder and is no more than 10% above your current fee (MSA §3.10(i)).
- **Other businesses in your trade:** Moonstaff may run ads for other businesses in your trade and area. We never share your data with them or use it for their ads, we favour no client over another and never coordinate your bids with theirs, and we never move you out of an area or keyword to help another client (MSA §5.10). If your ad area overlaps another client's, your portal tells you the trade and area, never the other business's name, and if the overlap exists before your ads start, you acknowledge it there first. In the shared area your clicks may cost a little more.
- **Free months:** you are free from go-live to the end of the first full calendar month starting on or after go-live, and that is your free trial: you may end the Plan before it ends and, billed monthly, you owe no monthly fee, or, on the prepaid plan, you are not charged the prepaid fee (go-live on November 15: free to December 31; go-live on October 1: free to October 31; Annex E). Billed monthly, the first Plan fee is charged on the 1st after the free trial. On the prepaid plan the prepaid fee is invoiced on the 1st after the free trial ends, and that month is also free (it is not a trial).

- **Booked Jobs Guarantee:** more booked jobs on your calendar, or your money back. If you don't get more booked jobs in the first 90 days after go-live than in your baseline, we refund every monthly fee you paid for those 90 days: each Plan fee for a month that falls inside them, in whole or in part, and on the prepaid plan one-tenth of your prepaid fee for each such month that is not free, and never less than one-tenth of your prepaid fee (one month's fee), even if no paid month falls inside them. The install fee is never refunded. Your baseline is the number of booked jobs in the same 90 calendar days one year earlier, taken from your own records; if you have no such records, it is the 90 days before you sign. We record it with you in your setup form before go-live; if it is not recorded by go-live, the guarantee does not apply. Go-live never waits for it. A booked job is an appointment on your calendar for an estimate or paid work, from any source. The guarantee holds if you do three things: forward the calls you miss to the number we give you from the day you go live; keep your lead sources and your ad budget at least at their baseline level; and finish your setup within 5 business days after you pay the install. To claim, email hello@moonstaff.ai within 30 days after those 90 days end; your email counts on the day you send it. We pay within 10 business days of a valid claim, to your original payment method. After the refund you may also end your plan by emailing us: it ends at the end of the month you send that email, you owe nothing more, and on the prepaid plan we also refund one-tenth of your prepaid fee for each full paid month left after that month.
- **Change requests:** [the change-request rate shown on the order screen]/hour, only after you approve the estimate in writing.

Your phase schedule

Some parts of the Lead Growth System are still being released. You pay the Plan fee shown above, and each part joins your system when it is released. The target dates:

- **Phase 1, at go-live:** the AI Front Desk, without texting. It picks up the calls you forward, answers website chat, forms and email, and books appointments on your calendar once you connect it (if you choose to take messages instead, it takes the details for you). If you keep your own website, the website chat and form are added to it, and they are your Front Door. If you have no website, or yours fails our speed check, we build your Front Door at install: a lead-catching website from our layouts, with the website chat and form on it, on your own domain (if you have none, we register one in your name), unless Phase 3 below gives it a target date. If yours fails our speed check, you see a preview first. It counts as live once we tell you it is ready to publish, and it replaces your own site when you point your domain to it. Go-live does not wait for that website or for the carriers to approve your texting registration.
- **Phase 2, target [the target date in the phase schedule on the order screen]:** texting, once the carriers approve your texting registration; then the Review Manager and the Reactivation Rep.
- **Phase 3, target [the target date in the phase schedule on the order screen]:** the lead-catching website from our layouts, if you have no website or yours fails our speed check. Until it joins, you

keep your own website with the form and chat from Phase 1; if you have no website, the website chat and form join with it.

- **Phase 4, target [the target date in the phase schedule on the order screen]:** the Sales Coach, then the Ad Manager, then ongoing SEO: each month, new pages, posts and listing text for you to approve, and a report of counted numbers. We do not promise a ranking.

These dates are targets, not promises. Go-live is when Phase 1 is ready and accepted, and your free trial, your free months and your twelve-month term start then (Annex E). Each later part is added at no extra charge, and we tell you in your portal and by email when it is switched on. If a target date moves, we email you the new one. A late part does not change your Plan fee, your term or when your Plan fees are due, and earns no fee credit, refund or pause, except under the Booked Jobs Guarantee above or the 60-day rule below; during your free trial you can still end the Plan and, billed monthly, owe no monthly fee, or, on the prepaid plan, are not charged the prepaid fee (Annex E.2).

The 60-day rule. If a later part is still not live more than 60 days after its target date above, you may end your twelve-month term with no fee. The date above counts even if we email you a new one. It moves later only by days of delay on your side that we told you about in writing at the time (§7). If you sign after a target date has passed, the 60 days count from the day you sign. Email hello@moonstaff.ai from the 61st day until we email you that the part is live; your email counts on the day you send it. Your plan then ends at the end of the month you send it: you pay no fee for leaving early and nothing for later months, and on the prepaid plan we refund one-tenth of your prepaid fee for each full paid month left after that month. The install fee is not refunded, and a part that goes live late does not make your term longer (Annex E.7).

---

7. Schedule

- No installation date is committed. The Expected Go-Live in §6A is Consultant's honest estimate, not a committed date, and the phase schedule's dates in §6A are targets, not committed dates. Consultant reports where each component stands in the status note (§9) and in the client portal.
- The schedule starts when the install fee has cleared and the §4.3 inputs that block D1 are in.
- Client-caused delay — a late §4.3 input, a late review under §5, a change to a system named in §2 — extends every later step day-for-day and is not Consultant breach (MSA §4.6).
- Nothing that waits on a third party's approval or queue (the toll-free texting verification, a platform's account verification) has a committed date.

---

8. Client obligations

Delay caused by these extends the schedule day-for-day (§7) and is not Consultant breach.

1. Complete the §4.3 setup checklist items, and give access to the systems named in §2 (MSA §4.1) through an account Client creates for Consultant or a password-manager share, or a calendar connection Client's owner makes in the client portal (D5) — never in email or chat.
2. Keep the Client Contact available with authority to accept Deliverables, answer questions and sign change orders (MSA §4.2).
3. Respond to questions and review requests within **three (3) business days**.
4. Hold the consent Annex B requires for every contact the System messages (for email to past customers, the customer relationship in Annex B.8A), and approve each configuration before it sends.
5. Share no cardholder data, PHI, government identification numbers, or other regulated data (MSA §4.5, §5.10).
6. Name the person who receives the cases a Service routes to a person (Annex D.4), and keep that queue monitored.
7. Give written notice before changing or replacing any system named in §2.

---

9. Governance and communication

Role	Consultant	Client
Day-to-day contact	Eric Nguyen — hello@moonstaff.ai	[the signer's typed full name in the signature record] — [notice email on the order screen]
Accepts Deliverables, signs change orders	Eric Nguyen, Member	[the signer's typed full name in the signature record], [the signer's typed title in the signature record]
Escalation	Eric Nguyen, Member	[the signer's typed full name in the signature record], [the signer's typed title in the signature record]

- **Status note.** A short written note by email every week during the install: what went live, what is next, and what is blocked on Client. Calls are scheduled as needed; neither party is owed a standing meeting.
- **Decisions and approvals are in writing.** Email is sufficient for questions, status, and acceptance and deficiency notices under §5. It does not change scope, fees, or dates; those change only by a change order signed or approved under MSA §1.6–§1.7.
- **Escalation.** A disagreement the day-to-day contacts cannot settle within five (5) business days goes to the escalation contacts, who confer within a further five (5) business days before either party relies on a remedy under the MSA.

10. Term, completion and early termination of this SOW

10.1 **Term.** This SOW runs from the Effective Date until the Plan ends under §6A and MSA §3.10. Obligations the MSA says survive, survive.

10.2 **Early termination.** Where this SOW provides a Plan under MSA §3.10, §3.10(d)–(f) governs how the elected Plan ends; an annual Plan cannot be ended early for convenience, and MSA §11.2 applies only as §3.10 permits. Client may end the Plan during the Trial Period under Annex E.2, and may end it under Annex E.7 while a later part (texting in D4 and D5, or a later Deliverable) is more than sixty (60) days late, and may end it under DPA §9.3 when a Subprocessor objection is not resolved within thirty (30) days, and may end it after a refund under the Booked Jobs Guarantee (§6A). On termination: Operated Services are disconnected and Client Data exported under Annex D.7 and MSA §5.10(e).

11. Change control

Any change to §§1–10 requires a written change order under **MSA §1.6**, signed by the people named in §9 before the changed work begins. A change order that touches the annual Plan under §6A is signed, not portal-approved. **Adding a Deliverable is always a change order.** Consultant may decline a change that would require a licensed professional's judgement in the loop or would bring regulated data into scope.

12. Deviations from the MSA

Under MSA §1.3 a term in this SOW changes the MSA **only** if it is listed here, names the MSA section it modifies, and states the change.

MSA §	Reads	For this SOW only, reads instead	Why
§3.10(a)(iii), §3.10(d)–(e), §11.2 and §12.5	The Term Price is twelve times the monthly fee (billed monthly) or invoiced on signature (prepaid); the firm term starts with the Plan; a notice is deemed received on the next business day	The term includes its free months. Billed monthly: the Term Price is eleven times the monthly fee. Prepaid: the fee is ten times the monthly fee, invoiced on the 1st after the Trial Period ends, and a refund under §3.10(e) is one-tenth per full paid month remaining. The firm term binds Client from the end of the Trial Period, and Client may end the Plan before then without owing a Plan fee; an Annex E.2 notice counts from the day Client sends it (Annex E.1A, E.2, E.4)	Annex E — Free Trial and Free Months
§3.10(d)–(e), §11.2 and §12.5	Client cannot end the firm term early for convenience; a prepaid fee is refunded only on termination for Consultant's uncured breach or under §12.14; a notice is deemed received on the next business day	Client may also end the Plan under Annex E.7 while a later part (texting in D4 and D5, or a later Deliverable) is still not live more than sixty (60) days after its target date in §6A: no early-termination fee, no unpaid balance of the Term Price, and on a prepaid Plan one-tenth of the prepaid fee refunded for each full paid month left. An Annex E.7 notice counts from the day Client sends it	Annex E.7 — a later part more than sixty days late

MSA §	Reads	For this SOW only, reads instead	Why
§3.10(d)–(e), §11.2 and §12.5	Client cannot end the firm term early for convenience; a prepaid fee is refunded only on termination for Consultant's uncured breach or under §12.14; a notice is deemed received on the next business day	Client may also, under DPA §9.3, where a Subprocessor objection is not resolved within thirty (30) days after Client sent it, end the affected service (only a fee stated for that part alone stops; the Plan, its fee, the Term Price and the term continue) or end the Plan and its term (at the end of the month of the notice, no early-termination fee, no unpaid balance of the Term Price, and on a prepaid Plan one-tenth of the prepaid fee refunded for each full paid month left). A DPA §9.3 notice counts from the day Client sends it	DPA §9.3 and Annex E.8 — an unresolved Subprocessor objection

MSA §	Reads	For this SOW only, reads instead	Why
§3.10(d)–(e), §6.2–§6.3, §11.2 and §12.5	Client cannot end the firm term early for convenience; a prepaid fee is refunded only on termination for Consultant's uncured breach or under §12.14; Consultant gives no warranty beyond §6.1; a notice is deemed received on the next business day	Consultant also gives the Booked Jobs Guarantee in §6A. Where its conditions are met, the baseline is recorded in Client's setup form by Go-Live (the guarantee does not apply if it is not; Go-Live never waits for it), and Client's booked jobs in the first ninety (90) days after Go-Live are not more than its baseline, Consultant refunds the Plan fees Client paid for each month that falls inside those ninety days, in whole or in part (on a prepaid Plan, one-tenth of the prepaid fee for each such month that is not free, and never less than one-tenth of the prepaid fee, even if no paid month falls inside those ninety days), within ten (10) business days of a valid claim, to the original payment method; Client may then end the Plan at the end of the month of its notice with nothing more owed, and on a prepaid Plan one-tenth of the prepaid fee is refunded for each full paid month left. The install fee is not refunded. A claim or notice under it counts from the day Client sends it	§6A — the Booked Jobs Guarantee

13. Signatures

This SOW is governed by and incorporated into the Master Services Agreement identified in the header. Except as listed in §12, nothing in this SOW modifies the MSA; the warranties, disclaimers and limitations of liability in **MSA §§6, 8 and 9** apply in full. Annexes B, D and E are incorporated by reference. Each signatory represents that they are authorised to bind the party they sign for. An annual Plan under §6A is always signed.

MOONSTAFF AI LLC

Signature: /s/ Eric Nguyen Date: 2026-11-21

Name: Eric Nguyen

Title: Member

CLIENT: [CLIENT AS NAMED ON THE ORDER SCREEN]

Signature: _____ Date: _____

Name: [the signer's typed full name in the signature record]

Title: [the signer's typed title in the signature record]

ANNEX B — Outbound Communications & Third-Party Systems

B.1 Client is the seller and sender. Client is the seller, sender, and originator of every communication transmitted through the Services. Every communication is sent in Client's name, on Client's behalf, to recipients Client supplies or authorizes, using content, audiences, triggers, and schedules that Client approves in writing or in Consultant's client portal (an "**Approved Configuration**"). Consultant operates the software that transmits those communications as Client's service provider, only as the Approved Configuration and this Annex direct. Consultant does not supply contact lists, choose recipients, or send communications for its own purposes. Approving a configuration — such as an automatic reply to new inquiries, a reactivation sequence, or a post-appointment review request — is Client's instruction for every transmission it produces until Client withdraws that approval in the portal or in writing.

B.2 Client owns compliance. Client is solely responsible for the lawfulness of its communications and recipient lists and for any sender-reputation or deliverability consequence, including under: the Telephone Consumer Protection Act (47 U.S.C. §227) and 47 C.F.R. §64.1200; the Telemarketing Sales Rule; the CAN-SPAM Act; Fla. Stat. §501.059 and §§501.601–501.626; Tex. Bus. & Com. Code chapters 301, 302, 304 and 305 and Subchapter E of chapter 17; call-recording and wiretap laws, including Fla. Stat. chapter 934 and Tex. Penal Code §16.02; artificial-intelligence disclosure laws; HIPAA and Tex. Health & Safety Code chapter 181 where they apply; the CTIA Messaging Principles; and carrier and messaging-provider policies, including the Twilio Messaging Policy. Consultant provides no legal opinion as to whether any communication or list is permissible.

B.3 Third-party systems and acceptable use. Where a Deliverable interacts with a third-party system, website, or public-sector platform, Client is solely responsible for ensuring its use complies with that system's terms of service, acceptable-use policy, robots directives, rate limits, and any institutional approval or vendor-registration requirement, and will obtain any approval the operator requires. Consultant makes no representation that any such use is authorized.

B.4 No circumvention. Deliverables are designed to operate through the third-party system's intended interface and to preserve its access controls, including human completion of any anti-automation challenge. Client will not modify, instruct any party to modify, or operate any Deliverable so as to bypass, defeat, or automate past any authentication, rate limit, CAPTCHA, or other access control. Any such modification or use (a) immediately voids all Consultant warranties as to that Deliverable, (b) is at Client's sole risk and liability, and (c) is grounds for termination for cause under MSA §11.3.

B.5 Fragility of third-party interfaces. Third-party systems change without notice; such changes may cause a Deliverable to fail, deliver incompletely, or fail silently; and Consultant has no control over and no obligation to monitor them. Repair following a third-party change is out of scope unless the SOW expressly includes that repair work. For Services Consultant operates under Annex D, keeping the Consultant Platform working is part of operating it, on the targets in D.4.

B.6 No delivery guarantee. Consultant does not warrant that any communication will be delivered, received, read, or acted upon, or that any recipient record obtained from a third-party system is accurate or current.

B.7 Records. Where a Deliverable maintains a send log or similar record, that record is Client's business record. Client is responsible for its retention and for responding to any recipient, institutional, or regulatory inquiry concerning Client's communications.

B.8 Consent. Client will not submit, and will not instruct Consultant to message, any number or address unless Client holds (a) for any marketing or promotional text message or call, prior express written consent that names Client and meets 47 C.F.R. §64.1200(f)(9) and Fla. Stat. §501.059(1)(g); (b) for any other text message or call, at least prior express consent for that purpose; (c) for any marketing or promotional email, either the recipient's consent or the customer relationship described in B.8A; and (d) for any other email, that the recipient gave Client the address for that purpose. A review request goes by text only to a recipient whose recorded consent covers review requests, and a customer referral invitation goes by email only. Client will not use purchased, rented, shared, or appended lists, or consent obtained by or for another business. For each recipient Client keeps the consent language shown, the method, timestamp, source (form or page version, IP address, or call recording or transcript), and the number or address consented (or, for an email under B.8A, the record of the customer relationship and where the address came from), for at least five (5) years after the last message, and produces those records to Consultant within two (2) business days of a request. **No message is sent under an Approved Configuration until Client has given Consultant evidence of this consent for the audience it covers or, for email under B.8A, has confirmed that customer relationship in the portal or in writing.**

B.8A Email to Client's own past customers. The Services may email, in Client's name, a person who has bought from or done business with Client and whose email address Client collected itself in that relationship (a "**past customer**"), for example to invite them back, without that person's prior consent. Before the first such email to a list, Client confirms in the portal or in writing that every address on it is a past customer's. The Services email a review request or a customer referral invitation only to a past customer, and only after Client confirms in the portal, once, that every address Client gives Consultant, by list, invoice copy or job, belongs to its own customer. Every marketing or promotional email the Services send for Client (a) identifies Client as the sender, with accurate "From", "Reply-To" and routing information, and identifies itself as an advertisement where the law requires; (b) has a subject line that is not deceptive about what the email contains; (c) includes Client's valid physical postal address; and (d) includes a clear, working way to unsubscribe that keeps working for at least thirty (30) days after the email is sent. The Services record each unsubscribe and stop marketing email to that address promptly, and in any case within ten (10) business days. Client enters any unsubscribe it receives another way in the portal within one (1) business day, and never sells or transfers an address that has unsubscribed. This B.8A covers email only: a text or call to a past customer still needs the consent in B.8(a) or (b).

B.9 Opt-outs, timing, and frequency. The Services process STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, UNSUBSCRIBE and plain-language equivalents immediately and send no more than one confirmation, without marketing. Client enters any opt-out it receives by other means (phone, email, in person) in the portal within one (1) business day. Opt-outs and do-not-contact requests are kept for each Client separately and are never shared with or applied to another Consultant client. The Services may answer a message a recipient sends at any hour. Unless Client instructs a stricter rule, a text or call the Services start goes only between **9:00 a.m. and 8:00 p.m. Monday to Saturday and 12:00 noon and 8:00 p.m. on Sunday**, both in Client's local time and in the recipient's local time (a Florida area code is treated as a Florida recipient), and the Services start no more than **three (3)** texts or calls to a recipient on the same subject in any 24-hour period. Client scrubs its lists against the national, Florida, and Texas do-not-call lists where those rules apply to it.

B.10 Toll-free verification. The Services send Client's texts from the toll-free number Consultant provides under D.6, and only once that number's toll-free verification is approved. Client is the business named in that verification, never Consultant. Consultant, as Client's messaging-platform provider, submits it in Client's name, with Client's legal name as it appears on Client's IRS records, its EIN (or, where the messaging provider offers one and Client has no EIN, the sole-proprietor route), its address, and a live website in Client's own name, together with screenshots of how customers agree to receive texts. The submission declares only these uses: replies to people who text Client, appointment confirmations, appointment reminders, a note after a missed appointment, a review request after a job, and at most one review reminder. It declares no marketing use, and the Services send no text of a kind it does not declare. By signing or accepting this SOW, Client authorizes that submission, its signatory confirms they may give that authorization for Client, and Client warrants those details are accurate. The person who signs or accepts (or the owner who confirms) is named as Client's authorised representative in the business profile the submission uses, and their name, title, email and mobile go to the messaging provider and, through it, to the carriers. Consultant writes the sample messages and

opt-in wording the submission needs, for Client's approval. Consultant publishes, for Client and in Client's name, on Client's domain (B.10A), a privacy policy page and an SMS terms page stating that **mobile numbers and SMS opt-in data will not be shared or sold to third parties, affiliates, or lead generators for marketing or promotional purposes**, and that Client's messaging is operated for it by its service provider; neither page names Consultant. Consultant publishes those pages only after Client approves them in the client portal or in writing, and keeps them published while the Services send texts. Client tells Consultant promptly if anything on them stops being true. Client is responsible for any telemarketing registration, exemption filing, or exemption position that applies to it, including under Tex. Bus. & Com. Code chapter 302 and Fla. Stat. §501.608, and gives Consultant a copy before any solicitation is sent. Where Client is in Texas, an owner or officer of Client records in the client portal Client's chapter 302 registration number or the exemption Client relies on; the portal keeps who recorded it and when, and the Services start no text for Client until it is recorded. Verification review timelines are outside Consultant's control.

B.10A Client's domain. Email the Services send to Client's customers, and the pages those customers open (the website, the privacy and SMS terms pages, the text-message sign-up page and the unsubscribe page), use Client's own domain and Client's name. Client authorizes Consultant to send email in Client's name from addresses on that domain, and to set up, or ask Client to add, the DNS records that sending, receiving replies and those pages need; Consultant never changes Client's existing mail records, and changes a website record only when Client asks for the template site to go live on it. The domain stays Client's (D.6). Where Client has no domain, Consultant registers one at install, at no extra charge, with Client's legal name as the registrant, and renews it at no extra charge while this SOW is in force; Client confirms the registrar's verification email within fifteen (15) days, or the registrar may suspend the domain. No email is sent to Client's customers until Client's domain is verified for sending. When this SOW ends, Consultant stops sending in Client's name at once; for thirty-one (31) days after the last email sent, the unsubscribe address and page keep working and every unsubscribe is recorded, and Consultant gives Client its list of addresses that unsubscribed. Consultant then deletes its sending setup for Client's domain and tells Client which DNS records Client may remove. A domain Consultant registered is transferred to Client when this SOW ends, on Client's request, by the registrar's transfer code or, while the registrar's sixty-day (60-day) transfer lock still applies, to an Amazon Web Services account Client names; Consultant tells Client which records to keep for those thirty-one (31) days, and keeps them answering where Consultant still hosts the domain's DNS.

B.11 Recording and AI disclosure. Where the Services answer or place calls, the greeting states at the start of every call that the caller is speaking with an AI assistant and that the call may be recorded for quality, and offers a person. Call audio is not recorded or kept unless Client asks Consultant in writing to switch recording on; a transcript with personal details removed is kept for up to 365 days. Where Client has switched recording on, the audio is kept too, and Client gives every notice and obtains every consent the law requires for it (B.2). The Services answer truthfully if asked whether the caller is speaking with a person, and do not use invented human names or personas. Client will not ask Consultant to remove or shorten that disclosure. The Services create no voiceprint or other biometric identifier. Client will not use the Services with protected health information unless the parties have signed a Business Associate Agreement.

B.12 Indemnity. Claims arising from the content, recipients, timing, consent, or lawfulness of any communication transmitted under an Approved Configuration, or from Client's breach of B.8–B.11, are indemnified by Client under MSA §8.2(f) and are excluded from the cap under MSA §9.3(b).

B.13 Consultant may pause. Consultant may pause any Approved Configuration, without liability and without it being a breach, where Consultant reasonably believes that sending would breach this Annex, applicable law, or a carrier or messaging-provider policy, and will tell Client promptly why.

ANNEX D — Operated Services

D.1 What Consultant operates. Consultant operates the Services listed in SOW §2 on the Consultant Platform (MSA §5.9) for the term of this SOW. These are production Services, not a demonstration. Nothing in this SOW obliges Consultant to transfer, license, or deliver source code for the Consultant Platform.

D.2 Client Data and security. Client Data is processed under MSA §5.10 and the Data Processing Addendum, and protected by the measures listed in its Schedule 3. Where Consultant also runs ads for other businesses in Client's trade and area (SOW §6A), it keeps Client Data apart from theirs: it never shares Client Data with them or uses it for their campaigns, and never uses their data for Client's (MSA §5.10(a)). Consultant makes no representation that the Consultant Platform is certified under, or audited against, any security framework.

D.3 Security incidents. Consultant notifies Client of a security incident affecting Client Data as the Data Processing Addendum provides — without undue delay and in any event within forty-eight (48) hours of discovery, or sooner where applicable law requires. Client is solely responsible for deciding whether an incident triggers a notification under Fla. Stat. §501.171, Tex. Bus. & Com. Code §521.053 or any other law or contract, and for making it. Consultant notifies Client under this D.3 and cooperates, and does not notify Client's customers or regulators without Client's written direction.

D.4 Service expectations. These are targets Consultant works to, not guarantees, and missing one is not a breach:

How to reach Consultant	hello@moonstaff.ai, or the Requests screen in the client portal
Hours	US Eastern business days (MSA §12.15), 9:00 a.m.–5:00 p.m.
Response target	A first response within **two (2) business days** of a request or a report that something is not working. Consultant then keeps Client informed until it is resolved
Planned changes	Written notice at least three (3) business days before a planned change likely to interrupt a Service, and before any model change described in MSA §5.8

When a Service cannot complete a task	It routes the case to the person Client names under SOW §8, with a notification, rather than failing silently
Not included	Uptime commitments, service credits, on-call or after-hours support, or incident response beyond D.3

D.5 Third-party services. The Services depend on carriers, messaging and telephony providers, AI-model providers, and cloud infrastructure outside Consultant's control. Their outages, rule changes, and registration queues are events under MSA §12.14. Consultant reports where each stands but does not guarantee any third party's availability or timeline.

D.6 Client's accounts stay Client's. Client keeps its own phone numbers, CRM, calendar and scheduling account, business listings, advertising accounts, and domains. Consultant never ports or hosts Client's own phone number. Where the Services answer calls or send texts, Consultant provides one toll-free phone number for Client: Client forwards unanswered calls to it, and the Services send Client's texts from it once its toll-free verification is approved (B.10). Where Client's phone service cannot forward calls to a toll-free number, Consultant also provides a local number to which Client forwards unanswered calls instead; the Services never text or call Client's customers from it. Each number remains Consultant's, and Consultant uses it only for calls and messages handled under these Services.

D.7 When this SOW ends. Consultant disconnects the Consultant Platform from Client's systems and leaves every Client system working as it did before the Services were connected. Client removes any call forwarding it set up, and each number Consultant provided under D.6 stops sending or answering for Client and stays Consultant's. Consultant exports and then deletes Client Data under MSA §5.10(e), and gives reasonable help, up to two (2) hours, with anything else needed to disconnect cleanly. Where D9 of the Lead Growth SOW is a template website Consultant built, Consultant stops serving it when this SOW ends: its layouts, code and hosting are part of the Consultant Platform (MSA §5.9) and stay Consultant's. Client's domain stays Client's (D.6), and Client may point it elsewhere; B.10A says how email in Client's name ends and how a domain Consultant registered is transferred. The MSA §5.10(e) export includes the site's words and the photos and logo Client provided.

D.8 Suspension. Consultant may suspend Operated Services while an invoice is more than fifteen (15) days past due (MSA §3.5), or pause a configuration under Annex B.13. Suspension does not pause, extend, or end a committed term (MSA §3.10(h)).

ANNEX E — Free Trial and Free Months

E.0 Plans covered. This Annex applies to an Annual billed monthly and an Annual prepaid Plan. The free months apply once per Plan elected under this SOW; the Trial Period (E.1) applies only to the first Go-Live under this SOW.

E.1 The Trial Period. The Plan is free from Go-Live to the end of the first full calendar month starting on or after Go-Live, and that time is a free trial (the "**Trial Period**"). Where the SOW shows a phase schedule, Go-Live is Phase 1 Go-Live (SOW §6A); the later phases do not move the Trial Period, the free months or the term. It starts on the date of Go-Live and ends at the end of the last day of the first full calendar month that starts on or after Go-Live (Go-Live on November 15: the Trial Period ends on December 31; Go-Live on October 1: on October 31). No Plan fee is invoiced or charged for it. **The Trial Period is not a promise of any result.** No metric, target, baseline or condition applies to it.

E.1A The second free month (Annual, prepaid only). On an Annual prepaid Plan the calendar month that follows the Trial Period (Go-Live on November 15: January) is also free. It is not a trial: E.2 does not apply to it, and the firm term under MSA §3.10(e) applies throughout it.

E.2 Ending during the Trial Period. Client may end this SOW and the Plan at any time before the Trial Period ends, in the client portal or by written notice to hello@moonstaff.ai. A notice under this E.2 counts from the day Client sends it; MSA §12.5's next-business-day rule does not apply to it. If Client does, no monthly fee is owed (and, on an Annual prepaid Plan, the prepaid fee is not charged), Consultant disconnects the Services under Annex D, and Client keeps its own accounts and data. **The install fee is not refunded** (MSA §3.10(b)): it is due on signature and non-refundable once installation begins, except as MSA §3.10(b) provides (refunded in full on written request before installation begins, or if it has not begun within ten business days for a reason other than Client's delay, or if, before Go-Live, Consultant ends the Plan or Client ends it for Consultant's uncured material breach).

E.3 Reminder and charge. At least seven (7) days before the Trial Period ends, Consultant tells Client in writing the date the Trial Period ends, the date the first Plan fee is invoiced (or, on an Annual prepaid Plan, the date the prepaid fee is invoiced) and its amount, and how to end the Plan under E.2. If Client has not ended the Plan by the end of the Trial Period, the Plan continues and is invoiced under E.4.

E.4 Changes to MSA §3.10 and SOW §6A for this SOW only.

- **The twelve-month term includes the free months.** An annual term is the twelve (12) calendar months starting on the first day of the calendar month after Go-Live (Go-Live on November 15: December 1 to November 30 of the next year), or starting on Go-Live when Go-Live is on the 1st of a month (Go-Live on October 1: October 1 to September 30 of the next year). The term's first calendar month ends the Trial Period; the days of the Go-Live month before the term begins are also free and part of the Trial Period. On an Annual prepaid Plan the term's second calendar month (E.1A) is free too.
- **Term Start** (SOW §6A) is the first day of the calendar month after the Trial Period ends (Go-Live on November 15: January 1; Go-Live on October 1: November 1). It is the date the first monthly Plan fee is invoiced (Annual, billed monthly) or the prepaid fee is invoiced (Annual, prepaid). It does not move the start or the end of the term.
- **Annual, billed monthly**: the Term Price under MSA §3.10(d) is **eleven (11)** times the monthly fee stated in the SOW, invoiced in eleven monthly instalments, on the Term Start and on the 1st of each of the next ten months. The last instalment always falls inside the term. The firm term under MSA §3.10(d) binds Client

from the end of the Trial Period; before then Client may end the Plan under E.2 and owes nothing under MSA §3.10(d).

- **Annual, prepaid**: the prepaid fee under MSA §3.10(e) is **ten (10)** times the monthly fee stated in the SOW and pays for the ten (10) months of the term after the two free months. It is invoiced on the Term Start (the 1st after the Trial Period ends), not on signature, and is non-refundable from then (MSA §3.10(e)). A refund under MSA §3.10(e)'s sole exception is one-tenth (1/10) of the prepaid fee for each full month of the term remaining after the effective date of termination, not counting a free month (E.1A) still to come.
- **Reserved.**

E.5 Fee time, never cash, under the Free Trial. The remedy for ending under E.2 is that no monthly fee is owed (on an Annual prepaid Plan, the prepaid fee is not charged). No amount is refunded under E.2; the only refund in this Annex is E.7's, of unused prepaid months. Referral months under Consultant's referral program (MSA §3.10(g)) are separate and are added at the end of the Plan; they do not shorten or extend the Trial Period or the free months.

E.6 Baseline (reporting only, optional). Where Client provides them, the parties record Client's booked jobs for the same calendar months one year earlier, from Client's own records, so the monthly report has something to compare against. The baseline is optional: it is not a go-live item, it is not a condition of Go-Live or of the Trial Period, and, apart from the Booked Jobs Guarantee in SOW §6A, Consultant does not guarantee any figure against it. That guarantee uses its own baseline (the same ninety days one year earlier, or the ninety days before signature), recorded in Client's setup form by Go-Live. If it is not recorded by then, that guarantee does not apply; Go-Live itself never waits for it, and recording it is still not a condition of Go-Live.

E.7 A later part more than sixty days late. This applies where the SOW shows a phase schedule (SOW §6A).

- **When.** If texting in D4 and D5, or a Deliverable, in Phase 2, 3 or 4 is still not live for Client after the sixtieth (60th) day following its phase's target date, Client may use this E.7 from the sixty-first (61st) day until Consultant emails Client that the part is live. Days are calendar days in New York. The target date is the one in SOW §6A when it was signed; a new target Consultant emails later does not move it. If that date is earlier than the day Client signed the SOW, the sixty days run from the day of signature instead. Delay on Client's side under SOW §7 moves the date later day for day, but only by days Consultant told Client about in writing at the time, naming the delay. A Deliverable is live when Consultant switches it on for Client; texting is live when it is switched on for Client's number. Where Client keeps its own website, D9 is live once the D1 form and the D4 website chat are live on it.
- **How.** Client emails written notice to hello@moonstaff.ai saying it leaves the term under this E.7. The notice counts from the day Client sends it; MSA §12.5's next-business-day rule does not apply to it.
- **Leave the term.** The Plan and this SOW end at the end of the calendar month in which Client sends the notice. Client owes the Plan fees for the months up to and including that month (on an Annual billed monthly Plan, the instalments already due), no early-termination fee and no Plan fee for any later month; the unpaid balance under MSA §3.10(d) is not owed. On an Annual prepaid Plan, Consultant refunds one-tenth (1/10) of the prepaid fee for each full month of the term left after the month in which Client sends the

notice, not counting a free month (E.1A) still to come, to the original payment method within thirty (30) days; a prepaid fee not yet invoiced is not invoiced. The Services are disconnected and Client Data exported under Annex D.7.

- **What does not change.** The install fee is not refunded, except as MSA §3.10(b) provides. A part that goes live late does not by itself extend the term or change the Plan fee, and once it is live this E.7 no longer applies to it.

E.8 A Subprocessor objection. Separately from this Annex, where a Subprocessor objection is not resolved within thirty (30) days after Client sent it, DPA §9.3 lets Client end the affected service, in which case only a fee stated for that part alone stops and the Plan, its fee and its term continue, or end the Plan and its twelve-month term, with the outcome of E.7's Leave the term: the end of the month of the notice, no early-termination fee, nothing for later months, and on an Annual prepaid Plan the refund of full paid months left under E.4.

DATA PROCESSING ADDENDUM

Version 1.7

This Data Processing Addendum ("**DPA**") is between **MOONSTAFF AI LLC**, a Florida limited liability company (Florida document no. L26000012313), whose address for notices is c/o Registered Agents Inc., 7901 4th Street N, Suite 300, St. Petersburg, FL 33702, and hello@moonstaff.ai ("**Moonstaff**"), and **[Client's legal name on the order screen]**, a [state of formation on the order screen] [entity type on the order screen] ("**Client**").

It forms part of, and is governed by, the agreement between them for Moonstaff's services — the Master Services Agreement dated [the date of Client's signature in the signature record] and its SOWs (the "**Agreement**"). Capitalised terms not defined here have the meaning the Agreement gives them.

---

1. Definitions

1.1 "**Personal Data**" means information within Client Data (MSA §5.10) that identifies, relates to, or is reasonably linkable to an individual — including Client's customers, leads, callers, and Client's own staff.

1.2 "**Processing**" means any operation performed on Personal Data, such as collecting, recording, storing, transcribing, analysing, sending, disclosing, or deleting it.

1.3 "**Subprocessor**" means a third party that Moonstaff engages to process Personal Data for the Services.

1.4 "**Security Incident**" means unauthorized access to or acquisition of Personal Data in systems Moonstaff or its Subprocessors operate. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial-of-service attacks and other network attacks on firewalls or networked systems.

1.5 "**Approved Configuration**" has the meaning in SOW Annex B.1.

1.6 "**Data Protection Law**" means every law that applies to the Processing, including, as applicable: Fla. Stat. §501.171 and §§501.701–501.722; Tex. Bus. & Com. Code chapters 521 and 541 and §503.001; HIPAA and Tex. Health & Safety Code chapter 181; and any other state privacy, data-security, or breach-notification law.

---

2. Roles and scope

2.1 **Client is the controller** — it decides why and how Personal Data is processed. **Moonstaff is its processor**, service provider, and third-party agent, processing Personal Data only to provide the Services.

2.2 Whether a party acts as controller or processor is determined by the facts of the Processing (Tex. Bus. & Com. Code §541.104(e)). If Moonstaff ever decides the purpose of Processing itself, it is a controller for that Processing and this DPA does not excuse it.

2.3 Where Client is a HIPAA covered entity or business associate, protected health information is processed only under a Business Associate Agreement signed by both parties, which prevails over this DPA as to that information (§14).

---

3. Documented instructions

3.1 Moonstaff processes Personal Data only on Client's documented instructions. They are: the Agreement; each SOW; each Approved Configuration; and any other instruction Client gives in writing or in Moonstaff's client portal that is consistent with the Agreement.

3.2 If Moonstaff believes an instruction breaches Data Protection Law, it tells Client promptly and may decline to follow it until Client confirms or changes it in writing. Declining under this Section is not a breach of the Agreement.

3.3 **Schedule 1** sets out the nature and purpose of the Processing, the types of Personal Data, the categories of individuals, and its duration (Tex. Bus. & Com. Code §541.104(b)(1)–(4)).

---

4. Client's responsibilities

Client warrants and will ensure that:

(a) it has a lawful basis, and every notice and consent Data Protection Law requires, for Moonstaff to process Personal Data as the Agreement describes;

(b) it holds the messaging consent SOW Annex B.8 requires before any audience is messaged, and keeps the records that Annex describes;

(c) it publishes, and keeps published, a privacy notice that describes the Processing and states that **mobile numbers and SMS opt-in data will not be shared or sold to third parties, affiliates, or lead generators for marketing or promotional purposes** (the statement carriers require for messaging registration);

(d) it does not give Moonstaff sensitive data — health information, government identification numbers, precise geolocation, or data of known children — unless a SOW addresses it and, for health information, a Business Associate Agreement is signed (MSA §4.5); and

(e) the Personal Data it supplies is accurate and was collected lawfully.

---

5. Moonstaff's personnel

Everyone who processes Personal Data for Moonstaff is bound by a duty of confidentiality (Tex. Bus. & Com. Code §541.104(b)(6)(A)) and processes it only as this DPA permits.

---

6. Security

6.1 Moonstaff maintains reasonable administrative, technical, and physical measures to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure (Fla. Stat. §501.171(2); Tex. Bus. & Com. Code §521.052(a)). **Schedule 3** lists the measures in place today. Moonstaff may change them, but not so as to reduce the overall protection.

6.2 These measures cover **data processed by the Services' AI components** — prompts, call audio, transcripts, and model outputs — as well as stored records (Tex. Bus. & Com. Code §541.104(a)(2), as amended effective 2026-01-01).

6.3 Moonstaff disposes of Personal Data it no longer needs by erasing it or making it unreadable (Fla. Stat. §501.171(8); Tex. Bus. & Com. Code §521.052(b)).

6.4 Moonstaff makes no representation that the Services are certified under, or audited against, any security framework.

---

7. Security Incidents

7.1 Moonstaff notifies Client in writing **without undue delay and in any event within forty-eight (48) hours of discovering a Security Incident**, or sooner where Data Protection Law requires (including Tex. Bus. & Com. Code §521.053(c)). The notice gives what is then known — what was affected, when it was discovered, what Moonstaff has done, and what it recommends — and Moonstaff updates it as it learns more.

7.2 Moonstaff provides all the information Client needs to meet its own notification duties — **in any event within ten (10) days** of determining the Security Incident (Fla. Stat. §501.171(6)(a)) — and cooperates with Client's investigation, at Client's cost where the incident did not arise from Moonstaff's or its Subprocessor's act or omission.

7.3 **Client decides whether any notification is required and makes it** — for example, to individuals and the Florida Department of Legal Affairs under Fla. Stat. §501.171, or to individuals and the Texas Attorney General under Tex. Bus. & Com. Code §521.053. Moonstaff does not notify individuals, regulators, or the media about Client's data without Client's written direction, unless the law requires Moonstaff itself to.

7.4 Notice under this Section is not an admission of fault.

7.5 **Notices that name Moonstaff.** Client will consult Moonstaff in good faith before giving any notice to individuals, regulators or the public that names Moonstaff, except where law prevents it.

7.6 **Client's own security.** Client is responsible for securing its own accounts, credentials and devices, and anything it stores outside the Services.

---

8. Assistance

8.1 **Individuals' requests.** If Moonstaff receives a request from an individual about Personal Data (for example, to access, correct, or delete it), it forwards the request to Client within five (5) business days and does not respond to it itself except to acknowledge receipt. Moonstaff helps Client respond — by export, correction, or deletion — as far as the Services allow (Tex. Bus. & Com. Code §541.104(a)(1)).

8.2 **Assessments and compliance.** Moonstaff gives Client the information it reasonably needs to complete any data-protection assessment Data Protection Law requires of Client (§541.104(a)(3)).

8.3 Assistance beyond what the Services do in normal operation is at Client's cost, at the hourly rate in the Agreement.

---

9. Subprocessors

9.1 Client authorizes Moonstaff to use the Subprocessors listed in **Schedule 2**.

9.2 Moonstaff engages each Subprocessor under a written contract that requires it to meet obligations at least as protective as this DPA (Tex. Bus. & Com. Code §541.104(b)(6)(E)) and remains responsible for each Subprocessor's performance.

9.3 Moonstaff gives Client at least **thirty (30) days' email notice** before adding or replacing a Subprocessor. Client may object in writing within that period on reasonable data-protection grounds, and the parties will discuss the objection in good faith. The objection is resolved when Moonstaff tells Client in writing that it will

not use that Subprocessor for Client's Personal Data, or Client withdraws the objection in writing. If it is not resolved within thirty (30) days after the day Client sent it, Client may, by written notice emailed to hello@moonstaff.ai from the thirty-first (31st) day until it is resolved, choose to:

(a) **end the affected service**: at the end of the calendar month in which Client sends the notice, Moonstaff switches off, for Client, each part of the Services that would send Personal Data to that Subprocessor (the Components column of Schedule 2), and the rest of the Services continue. A fee the Agreement states for that part alone stops from the next month. The Plan, a single Plan fee for the Services as a whole, the Term Price and the term do not change, and nothing is refunded; or

(b) **end the Plan** whose Services would use that Subprocessor, and with it, on a twelve-month Plan, its twelve-month term.

Where Client chooses (b) there is no penalty, despite MSA §3.10(d) and (e): the Plan ends at the end of the calendar month in which Client sends the notice; Client owes the fees for the months up to and including that month (on an annual Plan billed monthly, the instalments already due), no early-termination fee and nothing for any later month, and the unpaid balance of the Term Price under MSA §3.10(d) is not owed. Where (b) ends an annual prepaid Plan, Moonstaff refunds, within thirty (30) days, one-tenth (1/10) of the prepaid fee on a Lead Growth Plan (SOW Annex E.4), or one-twelfth (1/12) otherwise (MSA §3.10(e)), for each full paid month of the term left after that month, not counting a free month still to come, and a prepaid fee not yet invoiced is not invoiced. The install fee is refunded only as MSA §3.10(b) provides. A notice under this §9.3 counts from the day Client sends it; MSA §12.5's next-business-day rule does not apply to it.

9.4 An emergency replacement needed to keep the Services running may be made on shorter notice, which Moonstaff gives as soon as it can, with the same objection right.

9.5 This Section is Client's written consent for MSA §5.10(c).

---

10. Compliance information and assessments

10.1 Moonstaff makes available, on Client's reasonable request, the information needed to show it complies with this DPA (Tex. Bus. & Com. Code §541.104(b)(6)(C)).

10.2 Moonstaff allows and cooperates with reasonable assessments of its compliance by Client or an assessor Client designates who is bound by confidentiality and is not a Moonstaff competitor (§541.104(b)(6)(D)): **no more than once in any twelve (12) months** (unless after a Security Incident or at a regulator's demand), on **thirty (30) days' written notice**, starting with documents and written answers, during business hours, without access to other clients' data, and at Client's cost.

10.3 Instead of an assessment, Moonstaff may provide a report from an independent assessor that covers the same controls.

---

11. Return and deletion

11.1 When the Services end, Moonstaff exports Personal Data it holds for Client — **including consent records, the opt-out and do-not-contact list, and send logs** — in a common machine-readable format (CSV or JSON), and then deletes it, as and within the times the Agreement provides (MSA §5.10(e)) (§541.104(b)(6)(B)).

11.2 Copies in Moonstaff's routine backups are deleted on their ordinary expiry — at most thirty-five (35) days for database backups and ninety (90) days for replaced stored file versions — and are not used in the meantime except to restore the Services. Personal Data that the law requires Moonstaff to keep, or that is under a legal hold, is kept only for that purpose and remains protected by this DPA. Moonstaff also keeps the records of the Agreement itself, only to prove and enforce it and to meet its legal duties: **signed contracts for seven (7) years**, protected by S3 Object Lock retention for that period; **the record of each approval in the client portal under MSA §1.7 for the term of the Agreement plus five (5) years**, with backup copies of it kept no longer than seven (7) years; and **invoices and billing records for as long as tax law requires**. These records hold the business contact details of Client and of the people who accepted or signed for it, not Client's customers' Personal Data, and remain protected by this DPA.

11.3 When the deletion under §11.1 is done, Moonstaff sends Client a written deletion receipt, without being asked, stating what was deleted, what §11.2 keeps, and the date by which the remaining backup copies expire.

11.4 Client remains responsible for keeping its own do-not-contact records for as long as the law requires (47 C.F.R. §64.1200(d)(6) — five years).

---

12. What Moonstaff never does with Personal Data

Moonstaff does not:

(a) **sell** Personal Data, or share it for targeted advertising (disclosure to a processor is not a sale — Tex. Bus. & Com. Code §541.001(28)(A));

(b) use it for its own purposes or for any purpose outside the Services;

(c) **combine** it with another client's data, or with data Moonstaff holds for itself;

(d) **pool opt-outs or do-not-contact requests across clients** — each client's list is kept and applied separately (47 C.F.R. §64.1200(d)(3));

(e) copy it, or Outputs, into another client's prompts, test sets, or evaluation suites;

(f) use it, or Outputs, to **train or fine-tune any AI model**. Before Personal Data reaches a Subprocessor, including an AI-model provider, Moonstaff puts in place the no-training setting or contract terms that Subprocessor offers to Moonstaff, so that it does not train or improve its general models on Personal Data

except as Client authorizes in writing, and tells Client in writing before using a Subprocessor that offers neither (MSA §5.10(b)). This includes providers Moonstaff reaches through another Subprocessor's platform (Schedule 2); or

(g) retain, use or disclose it outside the direct business relationship between Moonstaff and Client. If Moonstaff determines that it can no longer meet its obligations under Data Protection Law (including, where it applies, the California Consumer Privacy Act as amended), it notifies Client in writing, and Client may then take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data. Moonstaff certifies that it understands the restrictions in this Section 12 and will comply with them.

Aggregate counts. Points (b), (c) and (g) do not stop the following, which Client authorizes. Moonstaff may count events in the Services (such as calls answered, appointments booked and reviews received) and combine those counts with the counts of at least four (4) of Moonstaff's other clients into totals, averages or ranges that name no client and no individual and cannot reasonably be linked to either ("**Aggregate Data**"). Moonstaff takes reasonable measures to keep Aggregate Data in that form, never publishes a figure from which one client's count can be worked out, does not try to link Aggregate Data back to a client or an individual, and binds any provider that processes Aggregate Data for it to the same terms. Aggregate Data is not Personal Data. Moonstaff uses it only to improve the Services and to publish results its clients can generally expect, and never sells it. Nothing in this paragraph lets Moonstaff publish Client's name or Client's own counts; that needs Client's written release.

---

13. Sensitive data and biometrics

13.1 Moonstaff processes sensitive data only where a SOW addresses it and Client has any consent Data Protection Law requires.

13.2 The Services **create no voiceprint, speaker-identification profile, or other biometric identifier** (Tex. Bus. & Com. Code §503.001), and Moonstaff does not turn on any Subprocessor feature that would.

13.3 The Services are not directed to children. Client does not knowingly give Moonstaff the Personal Data of a child under 13 (or, in Texas, a known child) unless a SOW addresses it.

---

14. Health information

14.1 **No protected health information before a Business Associate Agreement is signed.** A business associate includes a subcontractor that creates, receives, maintains, or transmits protected health information for a covered entity (45 C.F.R. §160.103), so a Business Associate Agreement also has to exist, before any such data flows, with each Subprocessor that would touch it.

14.2 Texas Health & Safety Code chapter 181 can apply to anyone who comes into possession of protected health information, whether or not HIPAA does. A SOW for a Texas health client states how its training and marketing-consent rules are met.

---

15. Where Personal Data is processed

Personal Data that Moonstaff stores on its own infrastructure is stored in AWS **United States** Regions, and AI-model inference through Amazon Bedrock uses US-only routing. Each other Subprocessor processes Personal Data where Schedule 2 states. Moonstaff does not move Personal Data outside the United States, or engage a Subprocessor that processes it there, without first telling Client under §9.3.

---

16. Liability, precedence, and term

16.1 **Liability.** Each party's liability under this DPA is subject to the limitations in the Agreement, including the Data Cap in MSA §9.3(c).

16.2 **Precedence.** As to Personal Data: a Business Associate Agreement prevails over this DPA, and this DPA prevails over the rest of the Agreement. Otherwise the Agreement governs.

16.3 **Term.** This DPA takes effect with the Agreement and lasts for as long as Moonstaff or its Subprocessors hold Client's Personal Data. §§7, 11, 12 and 16 survive.

16.4 **Changes in law.** If Data Protection Law changes so that this DPA no longer meets it, the parties will agree in good faith the smallest amendment that does.

16.5 **Consideration.** Moonstaff's access to Personal Data is not part of the consideration exchanged between the parties under the Agreement.

Signatures

MOONSTAFF AI LLC

Signature: /s/ Eric Nguyen Date: 2026-11-21

Name: Eric Nguyen

Title: Member

CLIENT: [CLIENT AS NAMED ON THE ORDER SCREEN]

Signature: _____ Date: _____

Name: [the signer's typed full name in the signature record]

Title: [the signer's typed title in the signature record]

SCHEDULE 1 — Details of the Processing

Nature and purpose	Installing and operating the Services for Client, component by component, as below
Duration	The term of the Agreement, then the export-and-deletion period in §11 and backup expiry
Individuals	Client's customers and past customers; leads and enquirers; callers; Client's staff who use the Services or are named in them

Component	**What is processed, and why**
Lead capture	Name, phone, email, service address and enquiry details submitted through Client's forms, to create and route the lead
Database reactivation	Past-customer names, contact details and service history from contact lists Client imports in the client portal, to send the reactivation sequences Client approves (the uploaded list file is deleted within thirty (30) days)
Reputation	Customer names, contact details and appointment completion, to send the review requests Client approves; and, where Client connects its Google Business Profile, each new review's reviewer name, star rating, date and text, to draft replies and post the ones Client allows (review text kept at most thirty (30) days; the rating and date kept for counts)
Speed-to-lead	New-lead contact details and enquiry content, to reply and book automatically
Receptionist (voice)	Caller phone number, **call audio** (during the call), **transcripts** (kept with personal details removed), stated name, request and booking details, to answer, book into the calendar Client connects and confirm by email or calendar invite, and by text where texting is enabled

Component	What is processed, and why
Sales coach	Call recordings and transcripts Client's staff upload, and the transcripts of practice conversations, to produce coaching notes and scorecards (uploaded audio is deleted once it is transcribed) — only where a SOW includes it; Client obtains every party's consent to each recording (MSA §4.4)
Website	The business facts, photos and logo Client provides, to build and run a website for Client — only where a SOW includes it
Paid ads	Leads from ads run in Client's own ad accounts, to follow them up through the components above; and, for a booking from an ad, the customer's hashed email or phone and the ad click id, sent to that ad account as a conversion — only where a SOW includes it. An ad account created under Moonstaff's manager account, with Client as its administrator paying with Client's own card, is Client's own ad account.
All components	Message content, send logs, **consent records (the words each person agreed to, and when and how) and the opt-out / do-not-contact list**, and model inputs and outputs produced while doing the above

Not processed: payment card numbers, government ID numbers, and protected health information (§4(d), §14) — unless a SOW and, for health data, a Business Associate Agreement say otherwise.

SCHEDULE 2 — Subprocessors

Moonstaff updates this schedule, and gives notice under §9.3, before any change.

#	Subprocessor (legal entity)	What it does	Components	Personal Data	Where
1	Amazon Web Services, Inc.	Hosting (compute, database, storage, sign-in); email sending through Amazon SES, with a sending tenant for each client, from Moonstaff's account for everyday messages and from a separate Moonstaff account used only for review requests, referral emails and come-back emails; **AI-model inference through Amazon Bedrock**; and speech-to-text for coaching recordings through Amazon Transcribe	All	All categories in Schedule 1	United States (stored in us-east-1; model inference may run in other US regions)

#	Subprocessor (legal entity)	What it does	Components	Personal Data	Where
2	Twilio Inc.	Phone numbers, SMS, voice transport, texting registration and toll-free verification	Receptionist, speed-to-lead, reactivation, reputation	Phone numbers, message content, call audio in transit, call and message metadata	Per the Subprocessor's published terms
3	Vapi Inc.	Voice-call orchestration, with zero data retention: Vapi keeps no recording, transcript or summary after the call	Receptionist	Call audio and transcript during the call, caller number, booking details	Per the Subprocessor's published terms
4	Anthropic, PBC — **reached through Vapi's platform**	Language model for the voice assistant	Receptionist	Transcript text, tool results	Per the Subprocessor's published terms
5	Deepgram, Inc. — **reached through Vapi's platform**	Speech-to-text	Receptionist, sales coach	Call audio	Per the Subprocessor's published terms
6	Eleven Labs Inc. — **used by Vapi through Moonstaff's own ElevenLabs account**	Text-to-speech	Receptionist	Assistant speech text (may include names and times)	Per the Subprocessor's published terms

#	Subprocessor (legal entity)	What it does	Components	Personal Data	Where
7	Google LLC (Gemini) — **reached through Vapi's platform**	Language model Vapi uses to look up the assistant's knowledge during calls and to write after-call summaries and extracted call details	Receptionist	Transcript text, caller details in summaries	Per the Subprocessor's published terms
8	Google LLC (Workspace)	Moonstaff's email	Any	Notifications or exports containing Personal Data	Per the Subprocessor's published terms
9	Meta Platforms, Inc.	Receives conversion events (a new lead, a booking) for ads run in Client's own Meta ad account, through Meta's Conversions API	Paid ads	Email and phone hashed before sending, the ad click id, event type and time	Per the Subprocessor's published terms
10	Cloudflare, Inc.	Turnstile bot check on Client's website forms that the Services host or connect to: it checks that a form is sent by a person, not a bot, before the lead is accepted	Lead capture, speed-to-lead	The form visitor's IP address and browser signals sent with the check	Per the Subprocessor's published terms

#	Subprocessor (legal entity)	What it does	Components	Personal Data	Where
11	Twilio Inc. (SendGrid)	Email delivery, used for a sender only while its Amazon SES sending is refused or not yet granted	Speed-to-lead, receptionist, reputation, reactivation	Recipient email address, message content, delivery, bounce and complaint events	Per the Subprocessor's published terms
12	Google LLC (Google Ads)	Receives a booking as a conversion for ads run in Client's own Google Ads account (enhanced conversions)	Paid ads	The customer's email, only once verified, hashed before sending; conversion time; the ad click id	Per the Subprocessor's published terms

Not Moonstaff's Subprocessors (Client's own vendors, under Client's own contracts): Client's calendar, CRM, business-listing and advertising accounts that the Services connect to in Client's name, including a Google or Microsoft calendar, a Calendly account, a Cal.com booking page or an iCal feed Client connects in the client portal, and Client's own Google Business Profile (whose reviews the Services read and reply to), except the conversion events Moonstaff sends to Meta (row 9) and to Google Ads (row 12). **Moonstaff's own business providers** — its bank (Mercury), payment processor (Stripe), e-signature provider (SignWell), and DNS host and the bot check on Moonstaff's own sign-up and sign-in pages (Cloudflare) — and the Google or Microsoft account a user chooses to sign in with handle Client's business contact, billing and sign-in details, not Client's customers' Personal Data. Cloudflare's bot check on Client's own forms is row 10.

SCHEDULE 3 — Security measures in place

Only measures that exist today are listed. Moonstaff adds a measure here when it is in place, not when it is planned.

Area	Measure
Administrative access	Multi-factor authentication on every administrative account for email, code hosting, banking, voice platform, DNS, e-signature and scheduling; cloud access is described in the next row
Cloud access	Moonstaff's owner is the only person with access to the AWS accounts that hold Client Personal Data. The management account's root user is protected by multi-factor authentication and holds no access keys. Other sign-ins still use IAM users, some without multi-factor authentication, and IAM user access keys; Moonstaff is replacing them with short-lived IAM Identity Center sessions that require multi-factor authentication. CI deployments use short-lived federated credentials, with no cloud key stored in CI
Logging and monitoring	An organization-wide AWS CloudTrail log of account activity in every Region, with log-file integrity validation, in a locked bucket; Amazon GuardDuty threat detection and IAM Access Analyzer, with high-severity GuardDuty findings and any resource found reachable from outside the organization emailed to the owner; AWS Security Hub configuration checks; application logs kept 14–365 days
Client portal sign-in	One-time email code, Google, Microsoft or passkey; sessions held server-side behind an HttpOnly cookie, ending after 30 minutes idle or 12 hours; Moonstaff's administrator access needs a password and an authenticator app, and ends after 15 minutes idle
Sign-up	A bot check and per-network and daily limits on self-serve sign-up; the signer's email address is verified by a one-time code before an order is accepted; a new login sees no client data until it is attached to a business

Area	Measure
Credentials	Account passwords held in a password manager; API secrets kept outside source control; client credentials received only through a client-created account, a password-manager share, or an API key Client's owner pastes into the client portal (held in AWS Secrets Manager, encrypted, and shown afterwards only by its last four characters), never by email or chat
Least privilege	Each cloud function has its own permissions, limited to the kinds of resources its job needs; on the shared Lead Growth deployment these permissions are not divided per client (see Isolation)
Build pipeline	Deployments authenticate with short-lived federated credentials (GitHub OIDC); no stored cloud keys; secrets never committed to source control
Encryption in transit	TLS 1.2 or higher, HTTPS enforced, HTTP Strict Transport Security
Encryption at rest	Provider-managed encryption for databases (AWS KMS), object storage and queues; sign-in tokens are held server-side, encrypted with Moonstaff's own AWS KMS key

Area	Measure
Isolation	Lead Growth System: every client's assistant runs on one shared Moonstaff deployment, in an AWS account used only for that deployment; each client's records are stored under that client's own identifier on every database table and client file path, raw copies of inbound email are held in one shared mail bucket and deleted automatically within 31 days, the service reads and writes only the records of the client a request belongs to, and every release is tested with two clients side by side, checking that no record of one reaches the other, before it is deployed. This separation between clients is enforced by access rules in Moonstaff's code and checked by that test; the deployment's cloud permissions and encryption keys are not divided per client. Custom AI Department and other custom builds that host Client Personal Data run in a separate AWS account for each client. The client portal and lead service are shared components in one Moonstaff account
Backups	Client portal and lead service: point-in-time recovery on client-data and acceptance-record tables (up to 35 days), scheduled AWS Backup copies, and versioned storage for client files. Shared Lead Growth deployment: point-in-time recovery (up to 35 days) on the tables that hold each client's contacts, conversations and settings, and versioned storage for client settings; no scheduled backup copies, and no versioning on its website and inbound-mail storage
Retention	Short, fixed retention for operational data (e.g. call-state records expire within hours; logs 14–365 days; replaced portal file versions 90 days); nothing kept longer than the Services need, except the records of the Agreement in §11.2
Incident response	A written incident-response runbook: containment for each system, evidence preservation, and the notice times in §7
Patching	Automated dependency security updates
AI	Moonstaff trains no AI model on Client Data (§12(f))

Not claimed: any certification (SOC 2, ISO 27001, PCI DSS, HIPAA), penetration testing, 24/7 monitoring, tested backup restores, customer-managed encryption keys, full-disk encryption of workstations, an uptime level, or a separate AWS account, database or encryption key for each Lead Growth System client.