PREMIER ONE AGENCY LLC – MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into by and between PREMIER ONE AGENCY LLC, a Texas limited liability company ("**Service Provider**"), and the entity or individual completing a Stripe Checkout for Service Provider's services ("**Client**").

Effective Date: The date on which Client completes a Stripe Checkout for any Service Provider plan or service.

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1. Purpose and Structure

1.1 Master Agreement

This Agreement sets forth the general terms and conditions under which Service Provider provides marketing, advertising, consulting, automation, and related services (the "**Services**").

1.2 Orders and Statements of Work

Each engagement between Service Provider and Client shall be formed when Client completes a Stripe Checkout for a Service Provider plan or service (each, an "**Order**"). The Stripe invoice, plan description, pricing, billing terms, and payment receipt associated with such Order, together with any Schedule to this Agreement applicable to the engagement, shall constitute the applicable Statement of Work ("**SOW**") for purposes of this Agreement and define the Services, fees, performance-based or revenue-share compensation, and term of the engagement. Where an engagement is governed by a Schedule, that Schedule defines the engagement-specific service terms, performance-based fees, and related definitions that, by their nature, cannot be fully expressed in a Stripe Order.

1.3 Order of Precedence

In the event of a conflict, the applicable Stripe Order controls only as to pricing, billing, and scope; the applicable Schedule controls as to engagement-specific service terms, performance-based fees, and related definitions; otherwise, this Agreement governs.

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2. Term and Termination

2.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

2.2 Termination
Either Party may terminate an Order or this Agreement in accordance with the cancellation terms stated in the applicable Stripe Order or as otherwise stated in this Agreement. Where the applicable Stripe Order does not state cancellation terms, either Party may terminate that Order for convenience upon thirty (30) days' prior written notice given in accordance with Section 15, and all fees shall continue to accrue and remain payable through the end of that notice period. Section 2.4 governs the effect of termination.

2.3 Termination for Cause
Either Party may terminate immediately if the other materially breaches this Agreement and fails to cure within ten (10) days of written notice.

2.4 Effect of Termination
Upon termination:

- All accrued and outstanding fees remain due;
- No refunds shall be owed for services rendered or committed;
- Within ten (10) business days after termination, Service Provider will deliver to Client, in CSV format, the contact records, Imports, call and appointment outcomes, and message history held for Client in the systems used in the engagement, and will remove its partner and manager access to Client's accounts. Client's advertising accounts, pages, tracking assets, Google Business Profile, domains, and telephone numbers registered to Client remain Client's, and Service Provider will cooperate in transferring any telephone number provisioned for Client in Service Provider's systems, at Client's cost. Service Provider retains its workflows, templates, and message copy under Section 6, and may keep the records it needs to compute and verify Performance Fees that remain payable under this Agreement, protected under Section 7;
- All provisions intended to survive shall survive, including payment, IP, confidentiality, limitations of liability, indemnification, and dispute resolution.

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3. Fees, Payment, and Billing

3.1 Fees
Fees, billing frequency, and any performance-based or revenue-share compensation are as stated in the applicable Stripe Order, invoice, and any applicable Schedule.

3.2 Authorization to Charge
Client authorizes Service Provider to charge all fees using the payment method on file, including recurring subscription billing via Stripe.

3.3 Late Payments
Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum allowed by Texas law.

3.4 Suspension for Non-Payment
Service Provider may suspend Services immediately if any payment is declined, disputed, or unpaid beyond five (5) days.

3.5 Taxes
Client is responsible for all applicable taxes arising from the Services.

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4. Client Responsibilities

Client shall provide accurate information, approvals, credentials, and access required to perform the Services and is solely responsible for compliance with advertising laws, platform policies, and its own fulfillment and customer obligations.

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5. Performance Disclaimer

Service Provider makes no guarantees regarding revenue, results, leads, or performance, except as expressly stated in a Schedule to this Agreement. Marketing outcomes are inherently uncertain.

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6. Intellectual Property

Service Provider retains ownership of all pre-existing materials, frameworks, workflows, automations, and know-how. Client receives a limited, non-exclusive license to use deliverables for its internal business purposes only.

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7. Confidentiality

Each Party agrees to protect the other's confidential information and use it only to perform under this Agreement. Service Provider will not use Client's customer lists, quotes, prices, or results for any other client.

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8. Platform & Data Risk

Client acknowledges that Services rely on third-party platforms and that Service Provider is not liable for outages, suspensions, data loss, or policy changes.

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9. Payment Disputes & Chargebacks

Client agrees to attempt good-faith resolution before initiating any chargeback. Fraudulent or abusive chargebacks constitute a material breach.

10. Non-Solicitation

Client agrees not to solicit or hire Service Provider’s staff during the engagement and for twelve (12) months thereafter.

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11. Indemnification

Client shall indemnify Service Provider against claims arising from Client’s business, products, advertising, content, or violations of law. Service Provider shall indemnify Client for IP infringement caused solely by Service Provider-created materials.

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12. Limitation of Liability

Service Provider’s total liability shall not exceed the fees paid by Client in the thirty (30) days preceding the claim. Neither Party shall be liable for indirect or consequential damages.

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13. Independent Contractor

Service Provider is an independent contractor.

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14. Dispute Resolution

All disputes shall be resolved by binding arbitration in El Paso County, Texas, with class action and jury trial waived.

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15. Notices

15.1 Addresses for Notice

Notices to Service Provider shall be sent to:

PREMIER ONE AGENCY LLC
1060 Diesel Dr, El Paso, TX 79907
legal@premierone.io

Notices to Client shall be sent to the email address Client provides at Stripe Checkout for the applicable Order, or to any other email or physical address Client designates by notice given under this Section. Client is responsible for providing a valid, monitored email address and for keeping its notice address current. Either Party may change its address for notice by giving notice under this Section.

15.2 Permitted Methods

Notices under this Agreement shall be in writing and delivered by (i) email to the applicable address stated in Section 15.1; (ii) nationally recognized overnight courier; or (iii) certified mail, return receipt requested. Routine operational communications, including the reporting of Qualified Contracts or comparable performance events under any Schedule and any related notice or correction, may be delivered by email or through the reporting system used in the engagement and are not required to follow this Section.

15.3 When Notice Is Effective

Notice is deemed given: (i) if by email, on the date sent, provided the sender does not receive an automated delivery-failure response, except that notice sent after 5:00 p.m. in the recipient's local time or on a day that is not a business day is deemed given on the next business day; (ii) if by overnight courier, one (1) business day after deposit with the courier; and (iii) if by certified mail, three (3) business days after deposit with the postal service. Any notice or cure period under this Agreement begins on the date notice is deemed given under this Section. A Party's failure to monitor its designated address for notice does not affect when notice is deemed given.

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16. Governing Law

Texas law governs this Agreement.

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17. Electronic Execution

This Agreement is entered into electronically. Client agrees that by completing a Stripe Checkout, accepting the Terms of Service at checkout, and submitting payment, Client has executed this Agreement and the applicable SOW (including any applicable Schedule) with the same legal effect as a handwritten signature.

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18. Subcontractors

Service Provider may perform the Services through its own personnel or through contractors or subcontractors engaged by Service Provider. Service Provider remains responsible for the performance of the Services by, and for the acts and omissions of, any such personnel, contractor, or subcontractor in connection with the Services, and for their compliance with the confidentiality obligations of this Agreement. Where any contractor or subcontractor creates, receives, maintains, or transmits protected health information on behalf of Service Provider in connection with the Services, Service Provider shall ensure that such contractor or subcontractor agrees in writing to restrictions and conditions at least as restrictive as those applicable to Service Provider under the applicable Business Associate Agreement, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.504(e)(1)(i). Client's prior approval is not required for Service Provider's engagement of personnel, contractors, or subcontractors.

SCHEDULE A – HOME IMPROVEMENT & LOCAL SERVICES PERFORMANCE TERMS

A.1 Application

This Schedule A applies to engagements with residential home improvement and local services operators, including bath and kitchen remodeling, window and door replacement, roofing, HVAC, and comparable residential contracting businesses, as identified in the applicable Stripe Order. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

A.2 Fees

- **Monthly Retainer.** As set forth in the applicable Order, beginning in the first month of the engagement and recurring each month thereafter until terminated in accordance with the Agreement. The first month includes onboarding, campaign build, and launch.
- **Performance Fee.** As set forth in the applicable Order, calculated on the Fee Base defined in Section A.4 for each Qualified Contract (as defined in Section A.3), and charged in arrears in accordance with Section A.5.
- **Advertising Spend.** Client pays all advertising spend directly to the applicable advertising platform(s) (for example, Meta) using Client's own account and payment method. Advertising spend is not part of, and is in addition to, the fees payable to Service Provider under this Schedule.
- **Annual Adjustment.** Service Provider may adjust the Monthly Retainer once per twelve (12) month period, effective on the anniversary of the Effective Date, by no more than the increase in the Consumer Price Index for All Urban Consumers (CPI-U) over the preceding twelve months, upon not less than thirty (30) days' prior written notice given in accordance with Section 15.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part, except as expressly provided in Section A.6.

A.3 Qualified Contract

A "**Qualified Contract**" means a written agreement between Client and a customer for the performance of services that satisfies all of the following: (i) the customer was first identified to Client through marketing campaigns actively managed by Service Provider for Client, or the customer is a Reactivated Contact; (ii) the agreement was executed within ninety (90) days of the date that customer was first identified or, for a Reactivated Contact, within ninety (90) days of the Reactivation Date (in either case, the "**Attribution Window**"); (iii) any statutory right of cancellation or rescission applicable to the agreement has expired without the customer exercising it; and (iv) Client has substantially completed installation or performance of the contracted services.

A customer is “first identified” on the date the customer’s contact record is first received by Client or by a system operated by Service Provider on Client’s behalf. Where a customer executes more than one agreement with Client within the Attribution Window, each is a separate Qualified Contract. Change orders and additions executed after the original agreement are included in the Fee Base for the Qualified Contract to which they relate.

Reactivated Contacts. A “**Reactivated Contact**” is a customer contact record that (a) was included in a list of Client contacts provided by Client to Service Provider, or made accessible to Service Provider in Client’s systems, for re-engagement (each such list, together with the date it was provided or made accessible, an “**Import**”); (b) as of the date of that Import, had no activity logged by Client in the preceding thirty (30) days; (c) as of the date of that Import, had no appointment scheduled, no quote or proposal Client was actively pursuing, and no agreement with Client in effect; and (d) received a re-engagement communication sent in Client’s name by Service Provider, or by a system operated by Service Provider on Client’s behalf, after that Import. The “**Reactivation Date**” for a Reactivated Contact is the date of the first such re-engagement communication to that contact.

Attribution of Reactivated Contacts. A Qualified Contract arising from a Reactivated Contact is subject to the Performance Fee regardless of which of Client’s personnel closed it, and regardless of whether the customer re-engaged by responding to the re-engagement communication, by telephoning, emailing, or visiting Client directly, or through any other channel. Where a customer both was first identified through marketing campaigns actively managed by Service Provider and separately qualifies as a Reactivated Contact, the resulting agreement is a single Qualified Contract and generates a single Performance Fee.

Identification of excluded contacts. Client shall identify, at the time of each Import, any contact that does not satisfy clause (b) or clause (c) of the definition of Reactivated Contact. A contact Client does not identify at that time is treated as satisfying clauses (b) and (c).

A.4 Fee Base

The “**Fee Base**” for each Qualified Contract is the total contract value, **less** any dealer fee, merchant discount, buy-down fee, or comparable amount deducted or withheld by a third-party consumer lender in connection with financing the transaction. Where the transaction is not financed, the Fee Base is the total contract value. Sales tax, permit fees, and amounts collected by Client on behalf of a third party and remitted in full are excluded from the Fee Base.

Transactions secured by the customer’s dwelling are excluded from the Fee Base and generate no Performance Fee. Client is responsible for identifying such transactions in its reporting under Section A.5.

A.5 Reporting, Charging, and Reporting Default

Client shall report to Service Provider **monthly, by the 5th day of each month**, every agreement for the performance of services that Client executed, and every agreement as to which Client substantially completed installation or performance, during the preceding calendar month, whether or not Client considers the agreement a Qualified Contract (each, a "**Monthly Report**"). The Monthly Report shall identify for each agreement: the customer's name, telephone number, email address, and service address; the date of contract execution; the date installation or performance was substantially completed, if it has been; the total contract value, including any change orders and additions; any lender deduction described in Section A.4; and whether the transaction was secured by the customer's dwelling.

Fee Statement. Service Provider will compare each Monthly Report against its records of customers first identified through its campaigns and of Imports and Reactivation Dates, and will deliver to Client a statement identifying each Qualified Contract, its date of first identification or Reactivation Date, its Fee Base, and the Performance Fee due (each, a "**Fee Statement**"). Client may dispute any item on a Fee Statement by written notice stating the specific basis for the dispute, given before the Performance Fee Charge Date on which that item is to be charged. Items not disputed by that date are deemed accepted. A disputed item is withheld from that charge and, to the extent the dispute is resolved in Service Provider's favor, is charged on a subsequent Performance Fee Charge Date; the remaining items are charged as scheduled. Items on a Fee Statement delivered fewer than three (3) days before a Performance Fee Charge Date are charged on the following Performance Fee Charge Date.

Consistent with Section 3.2, Client authorizes Service Provider to charge the Performance Fee to the payment method on file **once each month, on the Performance Fee Charge Date**, for all undisputed items on each Fee Statement not previously charged, without further invoice. The "**Performance Fee Charge Date**" is determined once, by Client's recurring billing date for the Monthly Retainer at the start of the engagement: the twenty-fifth (25th) day of each month if that billing date falls on the 3rd through the 17th day of a month, and otherwise the tenth (10th) day of each month. It does not change if the recurring billing date later changes, unless the parties agree otherwise in writing, and Service Provider will confirm it to Client in writing at onboarding. The Monthly Retainer is charged separately on Client's recurring billing date and is not combined with the Performance Fee in a single charge.

Reporting default. If Client does not deliver a Monthly Report by the 5th day of a month, Service Provider may charge the Performance Fee for the affected period based on Service Provider's own records of customers first identified through its campaigns that reached appointment or proposal stage and of Reactivated Contacts that scheduled an appointment with Client after their Reactivation Date, using the average contract value of the Qualified Contracts on Client's prior Fee Statements, or where none exist, the average quoted value of the estimates in Client's Imports, or where none exist, the average contract value stated in the applicable Order. Amounts charged under this paragraph are subject to true-up against Client's subsequent reporting, and any overcharge will be credited against a subsequent charge.

Client shall maintain and, on reasonable request, make available records sufficient to verify the information reported under this Section and to identify any agreement that should have been included in a Monthly Report, including lead source records in Client's customer relationship management system and records of executed agreements. A Qualified Contract omitted from a Fee Statement, including one identified after the fact, may be included on a subsequent Fee Statement. If a review of Client's records under this Section identifies agreements Client omitted from a Monthly Report, Client shall pay the Performance Fee on each resulting Qualified Contract, with interest under Section 3.3 from the date it would have been charged, and, where the omitted Performance Fees exceed five percent (5%) of the Performance Fees charged for the period reviewed, Service Provider's reasonable costs of the review; Service Provider may include these amounts on a subsequent Fee Statement.

A.6 Cancellation, Rescission, and Credits

Where a customer validly cancels or rescinds an agreement, or where Client cancels prior to substantial completion of installation, that agreement does not become a Qualified Contract and no Performance Fee is due. Where a Performance Fee has already been charged in respect of an agreement that is subsequently rescinded by the customer under a statutory right of cancellation, or declared void by a court or arbitrator, and Client has refunded to the customer all amounts the customer paid under that agreement, the amount will be credited against a subsequent charge.

Limitations. Credits under this Section apply only where (a) the rescission or voiding occurs within one hundred eighty (180) days after the agreement was executed; (b) Client gives Service Provider written notice within thirty (30) days after the rescission or voiding, together with a copy of the customer's notice of cancellation or the court's or arbitrator's order and reasonable evidence of the refund; and (c) the rescission or voiding does not result from Client's failure to comply with the requirements described in Section A.7. A refund, discount, concession, or cancellation that Client agrees to or grants, including to resolve a customer complaint or a dispute about the work, is not a rescission or voiding under this Section. Credits are applied only against subsequent charges, are not payable in cash, and shall not in the aggregate exceed the Performance Fees actually received by Service Provider under the applicable Order.

A.7 Client Compliance Certification

Client represents and warrants, as to each Qualified Contract, that Client and its personnel complied with all statutory requirements applicable to the transaction, including without limitation any home solicitation, door-to-door, or in-home sales statute; any required written notice of the customer's right to cancel; any required oral disclosure of that right; and any required delivery or retention of cancellation forms. For Texas transactions these include the requirements of Chapter 601 of the Texas Business and Commerce Code and the Federal Trade Commission's Cooling-Off Rule at 16 C.F.R. Part 429.

Service Provider does not attend, conduct, or supervise Client's in-home sales presentations and has no responsibility for their conduct; any recommendations or training Service Provider provides on lead handling or sales process do not shift that responsibility, or responsibility for compliance with the requirements described in this Section, to Service Provider. **A Performance Fee is earned notwithstanding any defect in Client's compliance with the requirements described in this Section**, and Client shall indemnify Service Provider against any claim arising from such non-compliance. This Section survives termination.

A.8 Client Operational Responsibilities

Client shall respond to leads promptly, maintain adequate sales and installation capacity to service the volume of leads generated, conduct its own sales, estimating, installation, warranty, and customer-service functions, and maintain a customer relationship management system capable of recording lead source. Service Provider is responsible for generating leads; Client is responsible for contacting, qualifying, selling, installing, and servicing them, and for all outcomes of those functions.

Client shall notify Service Provider of any change in its capacity to service leads, including changes in sales staffing, installation crews, or materials lead times, so that campaign volume may be adjusted.

Where the engagement includes re-engagement of Client's existing contacts, Client shall provide the contact list or system access described in Section A.3 promptly at onboarding, and shall identify at that time any contact that does not satisfy clause (b) or clause (c) of the definition of Reactivated Contact.

A.9 Marketing Role and Scope

Service Provider's role under this Schedule is limited to creating and placing advertising, generating leads, sending marketing and follow-up communications in Client's name, building and configuring marketing, follow-up, and automation systems for Client, advising Client on its lead handling, follow-up, and sales processes, and, where the applicable Order includes it, training Client's sales personnel. Service Provider does not solicit, negotiate, or procure home improvement contracts, does not visit customer premises, does not present or negotiate pricing, and does not act as a salesperson, agent, or representative of Client under any statute governing home improvement salespersons. All advertising is published in Client's name. Marketing and follow-up communications to Client's prospective and existing customers, including re-engagement communications to Client's existing contacts, are published in Client's name and sent through Client's own systems, sending identities, telephone numbers, and email addresses; Service Provider configures and sends them on Client's behalf and may respond in writing, in Client's name, to replies for the limited purpose of scheduling appointments and answering general questions. All telephone and in-person contact with customers, any discussion of pricing, scope, financing, or contract terms, and any sale, is conducted by Client's own personnel. Nothing in this Section limits Section A.3 as to Reactivated Contacts.

A.10 Licensing, Advertising Content, and Substantiation

Licensing. Client represents and warrants that it holds every license, registration, and endorsement required to perform and to advertise the services promoted under this Schedule in each jurisdiction identified in the applicable Order, and shall provide the corresponding license numbers and registrant names to Service Provider before any advertising is published. Client acknowledges that certain jurisdictions require a license number to appear in advertising itself (including, for plumbing work in Texas, the license number of the responsible master plumber of record under 22 Tex. Admin. Code § 367.10) and shall identify each such requirement applicable to it. Client shall promptly notify Service Provider of any change in licensing status.

Responsibility for claims. Client is solely responsible for the accuracy, substantiation, and legal compliance of all statements regarding its services, materials, workmanship, warranties, pricing, timeframes, credentials, and results, and shall review and approve advertising content prior to publication.

Substantiation. Client shall provide written substantiation for each objective claim before that claim is published, identifying the source and date of the supporting data. Service Provider will retain such substantiation together with the associated creative and publication dates. Where Client does not provide substantiation for a claim, the claim will not be used.

Offer restrictions. Client acknowledges that "free" offers are subject to frequency and duration limits under 16 C.F.R. § 251.1, that "model home" and comparable representations conditioning a discount on promotional use of the customer's property are restricted, and that certain jurisdictions restrict referral incentives. Offer calendars and geographic exclusions will be maintained accordingly.

Consumer financing. Where Client offers third-party consumer financing, Client is solely responsible for compliance with the Truth in Lending Act and Regulation Z, including disclosures triggered by advertising credit terms. Unless the applicable Order provides otherwise, advertising creative prepared under this Schedule will not state a monthly payment, annual percentage rate, term length, or comparable trigger term; such terms appear only on Client-approved landing pages carrying Client's required disclosures.

Platform policies. Advertising platforms restrict certain content and may assign campaigns to categories that limit targeting. Consistent with Section 8, Service Provider is not liable for ad disapprovals, account restrictions, suspensions, or content removals arising from platform policy or enforcement.

SCHEDULE B – QUOTE RECOVERY TERMS

B.1 Application

This Schedule B applies to engagements identified in the applicable Stripe Order as Quote Recovery engagements (each, a "Quote Recovery Engagement"). Schedule A applies to each Quote Recovery Engagement except as this Schedule B provides. Where this Schedule B and Schedule A conflict as to a Quote Recovery Engagement, this Schedule B controls.

B.2 Services

In a Quote Recovery Engagement, Service Provider will, in Client's name and through Client's systems, telephone numbers, and sending identities: (a) import and organize the unsold quotes, proposals, and dormant leads Client provides; (b) send re-engagement and follow-up email communications; (c) deliver to Client's sales personnel a prioritized daily call list; (d) send text messages only as permitted by Section B.7; (e) configure missed-call text replies, follow-up on new quotes, and review requests; (f) deliver a monthly report of call attempts, appointments, executed agreements, and revenue attributed under this Schedule; (g) review, update, and maintain Client's Google Business Profile as provided in Section B.9; and (h) plan, build, launch, and manage advertising campaigns, including landing pages and lead forms, for new leads and, where platform policies allow, to reach contacts in Client's Imports, as provided in Section B.10. Client's personnel place all telephone calls to Client's customers and conduct all appointments, presentations, and sales. Service Provider may select, add, change, or discontinue the services and channels described in this Section B.2 that it uses to pursue the Guarantee Threshold and Client's growth, at any time during the engagement. Sales training is not included unless the applicable Order includes it.

B.3 Promotional Rate and Initial Term

Promotional rate. Where the applicable Order applies a discount to the Monthly Retainer for a stated number of monthly billing periods, the discount ends after that number of billing periods, and the Monthly Retainer stated in the Order applies to each billing period thereafter without further notice.

Initial Term. Each Quote Recovery Engagement has an initial term of three (3) monthly billing periods beginning on the Effective Date (the "Initial Term"). Notwithstanding Section 2.2, neither Party may terminate a Quote Recovery Engagement for convenience effective before the end of the Initial Term. Billing periods for which the Monthly Retainer is waived under Section B.5 count toward the Initial Term. After the Initial Term, the engagement continues month to month, and either Party may terminate it for convenience in accordance with Section 2.2. Section 2.3 is unaffected.

Performance Fee adjustment. After the Initial Term, if the Guarantee Threshold has been met, Service Provider may increase the percentage used to calculate the Performance Fee, to no more than fifteen percent (15%), by written notice given in accordance with Section 15 at least thirty (30) days before the increase takes effect. The increased percentage applies only to Qualified Contracts executed on or after the date the increase takes effect. Notwithstanding Section 2.2, Client may terminate the Quote Recovery Engagement for convenience, effective on or before that date, by written notice given before that date.

B.4 Follow-Up Contacts

In a Quote Recovery Engagement, "Qualified Contract" in Section A.3 also includes an agreement with a Follow-Up Contact that was executed within that contact's Attribution Window and satisfies clauses (iii) and (iv) of Section A.3. A "Follow-Up Contact" is a customer who (a) received a written quote or proposal from Client dated no earlier than thirty (30) days before the Effective Date (the date of that quote or proposal, the "Quote Date"); (b) after the later of the Quote Date and the Effective Date, received a follow-up communication sent in Client's name by Service Provider or by a system operated by Service Provider on Client's behalf (the date of the first such communication, the "First Follow-Up Date"); and (c) had not executed an agreement for the quoted services before the First Follow-Up Date.

Attribution. The Attribution Window for a Follow-Up Contact begins on the First Follow-Up Date and ends ninety (90) days after it begins. An agreement executed before the First Follow-Up Date is not a Qualified Contract under this Section. The attribution rule in Section A.3 for Reactivated Contacts applies equally to Follow-Up Contacts, regardless of which of Client's personnel closed the agreement or through which channel the customer re-engaged. An agreement that qualifies under more than one category is a single Qualified Contract and generates a single Performance Fee.

Customers already moving forward. An agreement with a Follow-Up Contact is not a Qualified Contract under this Section if, before the First Follow-Up Date, the customer had scheduled another appointment or call with Client about the quote or proposal, or had asked Client for a revised quote or proposal, as shown by Client's records made at the time and provided to Service Provider with the Monthly Report for the month in which the agreement was executed.

Reporting. In applying Section A.5 to a Quote Recovery Engagement, references to Reactivated Contacts and Reactivation Dates include Follow-Up Contacts and the first day of their Attribution Windows, and Service Provider's records include the Quote Dates and follow-up communications for Follow-Up Contacts.

B.5 Results Guarantee

Notwithstanding Section 5 of the Agreement, and subject to Section B.6, Service Provider provides the following guarantee for each Quote Recovery Engagement.

Launch Date. The "Launch Date" is the date Service Provider sends the first re-engagement communication to contacts in Client's first Import.

Guarantee. If the aggregate contract value, excluding sales tax, of agreements executed by Client within thirty (30) days after the Launch Date (the "Guarantee Period") with Reactivated Contacts, Follow-Up Contacts, and customers first identified to Client through marketing campaigns actively managed by Service Provider for Client, less any such agreement that is cancelled or rescinded, is less than ten thousand dollars ($10,000) (the "Guarantee Threshold"), Service Provider will waive the Monthly Retainer for each monthly billing period that begins after the end of the Guarantee Period and before the date the Guarantee Threshold is met. The Guarantee Threshold is met on the date the aggregate contract value of such agreements executed after the Launch Date, less any that are cancelled or rescinded, first reaches ten thousand dollars ($10,000).

Limits. Performance Fees remain payable on all Qualified Contracts, including during any billing period for which the Monthly Retainer is waived. The waiver is Client's sole and exclusive remedy for failure to meet the Guarantee Threshold, and this guarantee applies only to the first Guarantee Period of an engagement.

B.6 Conditions of the Guarantee

The guarantee in Section B.5 applies only if (a) Client's first Import is delivered within three (3) business days after the Effective Date and contains the unsold quotes and proposals Client issued within the preceding eighteen (18) months, or twenty-four (24) months for standby generators, each identified with its Quote Date, quoted amount, and the customer's contact information; and (b) throughout the Guarantee Period and any billing period for which the Monthly Retainer is waived, Client (i) completes the domain, telephone number, and messaging registration steps Service Provider requests within five (5) business days after the request; (ii) causes its sales personnel to attempt to reach every contact on each daily call list within one (1) business day after the list is delivered; (iii) offers each customer who agrees to an appointment a date within seven (7) days, and keeps each appointment so scheduled, unless the customer asks for a later date; (iv) records the outcome of each call attempt and appointment in the system Service Provider designates within one (1) business day; and (v) delivers each Monthly Report under Section A.5.

If Client does not satisfy any of these conditions, as shown by the records of the systems used in the engagement, the guarantee ends and does not apply to any later billing period.

B.7 Messaging Consent

Client represents and warrants that, for each contact to whom Client asks Service Provider to send text messages or messages using an artificial or prerecorded voice, Client holds the consent required by applicable law, including prior express written consent for marketing messages, and Client will provide records of the date, source, and terms of that consent on request. Service Provider will send text messages only to contacts whose consent records Client has provided, and may decline to send any communication that Service Provider believes lacks the required consent or may not comply with applicable law.

Each Party will honor a customer's request to stop receiving communications across all channels used in the engagement, for the period applicable law requires. Client is responsible for the compliance of calls placed by its personnel, including do-not-call list scrubbing and any registration Client is required to hold. Client's indemnity under Section 11 includes claims arising from communications sent in reliance on Client's consent records or at Client's direction.

B.8 Additional Services

Client may add sales training, or any other service not described in Section B.2, by a new or amended Order, at the fees stated in that Order.

B.9 Google Business Profile

Access. Client remains the owner of its Google Business Profile and grants Service Provider access by adding Service Provider as a manager of the profile. Client will not be asked to share, and Service Provider will not use, Client's account credentials. Client authorizes Service Provider to display, as the profile's primary telephone number, a call tracking number provided through Client's own account, with Client's existing number kept on the profile as an additional number, and to link the profile's website and appointment buttons to tracked pages.

Changes and responses. Service Provider will submit proposed changes to the profile's business information, and proposed responses to customer reviews, for Client's approval before publishing them, unless Client approves a type of change or response in writing in advance. Client represents and warrants that the business information it provides or approves for the profile, including its licenses, services, service areas, and hours, is accurate. Notwithstanding Section A.9, Service Provider may publish approved changes to the profile and approved responses to reviews in Client's name.

Reviews. Review requests under Section B.2 are sent to every customer in a category Client designates, such as every customer whose installation was completed, without regard to whether the customer is expected to leave a favorable review. Neither Party will offer or provide any incentive in exchange for a review, or post, solicit, or suppress reviews in any manner prohibited by applicable law or by Google's policies.

No guarantee. Service Provider does not guarantee any ranking, number or rating of reviews, or volume of calls from the profile.

Profile Leads. A “Profile Lead” is a customer whose contact record is first received by Client, or by a system operated by Service Provider on Client’s behalf, through a call to the tracking number displayed on the profile, a form or page reached from the profile, or a message sent through the profile. Service Provider’s work on the profile is not a marketing campaign actively managed by Service Provider for purposes of clause (i) of Section A.3 or Section B.5, so a Profile Lead does not count toward the Guarantee Threshold by reason of that work. In a Quote Recovery Engagement, “Qualified Contract” in Section A.3 also includes an agreement with a Profile Lead that was executed within ninety (90) days after the date the Profile Lead was first identified and satisfies clauses (iii) and (iv) of Section A.3, with its Fee Base determined under this Section. An agreement that is a Qualified Contract on any other basis, including as a Follow-Up Contact under Section B.4, is charged on that other basis only, and a single Performance Fee is due.

Baseline. Before Service Provider first changes the profile, it will record from Google’s Business Profile performance report the calls and website clicks the profile received in each of the six (6) full calendar months before the Effective Date, and in each other month of the preceding twelve (12) months that the report then shows, and will give Client a copy. “Profile Actions” for a calendar month means the calls plus website clicks that report shows for the profile for that month. The “Baseline” for a calendar month is the greater of (a) the average monthly Profile Actions for those six (6) months and (b) the Profile Actions recorded for the same calendar month of the preceding year, if recorded. If Google changes or stops reporting those figures, the Parties will agree in writing on a substitute measure, and until they do, the Lift Share for any month without them is zero.

Lift Share. The “Lift Share” for a calendar month is the Profile Actions for that month minus the Baseline for that month, divided by the Profile Actions for that month, or zero if that result is less than zero or the month has no Profile Actions. The Fee Base of a Qualified Contract with a Profile Lead is the Fee Base under Section A.4 multiplied by the Lift Share for the calendar month in which the Profile Lead was first identified.

Client’s own marketing. Client will notify Service Provider before it begins any advertising or promotion not managed by Service Provider that is likely to increase searches for Client’s business, such as television, radio, billboards, direct mail, or paid search Client runs itself. For each calendar month in which such marketing runs, the Lift Share is one half (50%) of the amount calculated above, unless the Parties agree in writing on an adjusted Baseline for that month.

Reporting. Each Fee Statement under Section A.5 that includes a Profile Lead will show, for the month used, the Baseline, the Profile Actions with a copy of the performance report, and the Lift Share. Client may dispute a Lift Share in the same manner as any other Fee Statement item.

B.10 Advertising

Campaigns. Service Provider may recommend advertising campaigns for new leads at any time during the engagement, including during the Guarantee Period, and launches them on the platforms and within the advertising budget Client approves. Client may change or stop the approved budget by notice to Service Provider. Campaign management for new leads is included in the Monthly Retainer for a Quote Recovery Engagement, and customers first identified to Client through those campaigns are subject to the Performance Fee under Section A.3.

Accounts and spend. Client owns its advertising accounts, pages, and tracking assets, pays all advertising spend directly to each platform as provided in Section A.2, and grants Service Provider access to those accounts through each platform's partner or manager access. Client will not be asked to share, and Service Provider will not use, Client's account credentials.

Existing contacts. Campaigns may also reach contacts in Client's Imports, such as through customer lists uploaded to a platform where its policies allow. Client confirms it may use those contacts for advertising under each platform's terms. A contact reached this way remains a Reactivated Contact under Section A.3 and does not become a new lead.

B.11 Trade Exclusivity

During the Initial Term and any later billing period in which Client is current on all fees, Service Provider will not provide a Quote Recovery Engagement to another company whose primary trade is the same as Client's and whose main business address is within ten (10) miles of Client's main business address. This Section ends on termination and does not limit any other service.