Olive AI GTM Services Agreement

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These Olive AI GTM Services Agreement terms govern the managed go-to-market, lead-generation, automation, and related services described in an Order Form issued by Provider and signed by Client. The accepted Order Form and its incorporated version of these terms form the "Agreement." Client signs only the Order Form; no Provider countersignature or separate signature on these online terms is required.

Olive AI is a DBA or trade name of SkipDial AI LLC, an Arizona limited liability company, with an address at 1801 E Camelback Rd Ste 201, Phoenix, AZ 85016. "Provider," "we," and "us" mean SkipDial AI LLC doing business as Olive AI, including its permitted successors and assigns. Olive AI is the client-facing business name. "Client" means the legal entity identified in the Order Form. Each is a "Party" and together they are the "Parties."

Services are marketed and delivered under Olive AI. SkipDial AI LLC is the legal contracting entity and issues invoices and payment links and receives payments. Invoices, receipts, and payment descriptors may identify SkipDial AI LLC, SkipDial, or Olive AI. Following a permitted assignment under Section 14.2, the identified successor may provide Services and issue invoices and payment links in its own name.

1 Services and Order Forms

1.1 Order Forms and Acceptance. Provider will perform the services stated in an Order Form issued by Provider and signed by Client. By issuing an Order Form for acceptance, Provider offers to be bound by it and the incorporated terms when Client signs and returns it without alteration. No Provider countersignature or separate signature on these online terms is required. Client changes are effective only if Provider expressly accepts them in writing. The Agreement becomes binding on Provider's receipt of the signed Order Form, unless the Order Form specifies a later contract effective date. The Service Start Date is specified separately in the Order Form.

1.2 Changes. Changes to scope, volume, timing, channels, deliverables, fees, or responsibilities require a revised Order Form or written change order issued or expressly accepted in writing by Provider and signed by Client. Provider has no obligation to perform out-of-scope work.

1.3 Order of Precedence. The commercial selections, scope, fees, dates, and account allocations expressly permitted by these terms are established in the Order Form. Any other conflicting Order Form provision controls only if it identifies the section being modified and states that the modification applies to that Order Form. Otherwise, these terms control. A mutually accepted data processing addendum controls conflicting provisions on its subject matter.

1.4 Independent Services. Unless an Order Form states otherwise, the relationship is nonexclusive. Provider may provide similar services to other customers and may use its general experience, skills, processes, and know-how in doing so, subject to its confidentiality obligations. Services are provided directly to Client for the business or offer identified in the Order Form. Client may not resell, sublicense, or provide the managed Services to another business. Use of delivered materials remains governed by Section 5.4.

1.5 Incorporation and Version Control. Each Order Form identifies the URL and version of these terms or attaches a dated copy. By signing the Order Form, Client acknowledges access to that version and agrees to it. Provider will retain a copy and provide it on request. The incorporated version governs throughout the Order Form term and renewals. Posting new online terms, changing the last-modified date, continued service, or payment alone does not amend an existing Order Form. A newer version applies only to a new Order Form expressly incorporating it or an amendment accepted under Section 1.2. Merely visiting this page does not create a services contract.

2 Performance and Client Responsibilities

2.1 Performance Standard. Provider will perform the Services in a professional and workmanlike manner using personnel with appropriate skill and experience.

2.2 Client Cooperation. Client will timely provide complete and accurate information, approvals, credentials, access, suppression data, product claims, target criteria, and other dependencies reasonably required for the Services. Provider is not responsible for delay, reduced performance, or additional cost caused by Client or a third-party platform.

2.3 Approvals. Client is responsible for reviewing and approving campaign strategy, target criteria, sender identity, copy, claims, offers, and other customer-facing materials. Provider may rely on Client approvals and instructions.

2.4 Personnel and Subcontractors. Provider may use qualified employees, affiliates, and subcontractors and remains responsible for their performance under this Agreement. Provider will require written confidentiality and data-protection obligations and will secure written intellectual-property assignments or sufficient licenses from contributors to support Provider's ownership and the rights granted to Client. Third-party and disclosed preexisting components remain subject to their applicable licenses.

2.5 No Authority. Neither Party may bind the other or make representations, warranties, commitments, or concessions on the other Party's behalf without prior written authorization.

3 Fees Expenses and Payment

3.1 Fees and Cancellation Billing. Client will pay the fees stated in the Order Form, with recurring fees payable in advance unless it states otherwise. Each commenced monthly billing period is charged in full. Nonrenewal notice, an agreed cancellation, Client's decision to stop using the Services, or a request to stop campaigns before the effective end date does not create a right to a daily prorated fee, refund, or credit. Setup fees are nonrefundable once setup begins, and service fees are nonrefundable for commenced billing periods, subject to express Order Form terms and nonwaivable law. This provision does not waive remedies for Provider's material breach or entitle Provider to retain fees for future billing periods after a valid termination under Section 4. Refunds of amounts prepaid for wholly uncommenced periods following such a termination are not daily proration and will be refunded within thirty days after the effective termination date. Unless a permitted suspension or valid termination applies, Provider will remain available to perform through the paid service period and applicable contractual end date.

3.2 Scope Adjustments. The fee in an Order Form applies only to its stated scope and assumptions. A material increase or decrease in volume, channels, tooling, staffing, deliverables, or responsibilities may require a written adjustment to scope, fees, or timing.

3.3 Expenses and Hard Costs. Client will pay third-party platform charges, sending accounts, domains, inboxes, data, verification, enrichment, hosting, and other approved hard costs directly whenever practical. If Provider pays an approved cost, Client will reimburse Provider. Provider will obtain written approval before incurring a material reimbursable cost not identified in an Order Form.

3.4 Payment Timing. Recurring fees are due on the first day of each service period, and setup fees are due before setup begins, unless the Order Form states otherwise. Other invoices are due within five business days after issuance. Undisputed amounts not paid when due may accrue interest at one percent per month or the maximum lawful rate, whichever is lower.

3.5 Disputed Amounts. Client must identify any good-faith invoice dispute in writing within seven calendar days after receipt and describe the specific basis. Client will timely pay all undisputed amounts. The Parties will work promptly to resolve a disputed amount.

3.6 Suspension. Provider may suspend affected Services after written notice if an undisputed amount remains unpaid for five business days after its due date, or immediately if continued performance creates a material security, legal, reputational, or platform risk. Suspension does not waive Client's payment obligations or extend agreed deadlines.

3.7 Taxes. Fees exclude sales, use, excise, value-added, and similar transaction taxes. Client is responsible for those taxes except taxes based on Provider's net income, property, or payroll.

4 Term and Termination

4.1 Term and Start Date. The Agreement becomes binding as provided in Section 1.1. The Service Start Date, initial service term, renewal structure, and expiration or termination terms are stated in the Order Form. No default month-to-month term applies. Expiration or termination of one Order Form does not affect another active Order Form. These terms continue to govern each active Order Form and surviving obligations.

4.2 Convenience Termination and Nonrenewal. Either Party may terminate an Order Form for convenience by giving the other Party at least thirty calendar days' written notice. To align termination with full monthly billing periods, termination takes effect at the end of the monthly service period in which the thirty-day notice period expires, or a later service-period end specified in the notice. No fees accrue for service periods beginning after that effective date. Either Party may prevent a scheduled renewal by giving at least thirty calendar days' written notice before the then-current term expires. An Order Form expressly designated as nonrenewing expires on its stated end date. An Order Form may expressly modify this Section by identifying the different notice or effective-date terms.

4.3 Termination for Cause. Either Party may terminate an affected Order Form if the other Party's material breach remains uncured thirty calendar days after receipt of written notice describing the breach and intent to terminate. Either Party may terminate immediately by written notice describing a material breach that is not reasonably capable of cure, including fraud in connection with the engagement, intentional unauthorized disclosure of Confidential Information, intentional theft or misuse of intellectual property, or deliberate unauthorized system access or data exfiltration. Provider may also terminate immediately for Client's credible threats of violence toward personnel or insistence on unlawful activity or circumvention of platform restrictions after written refusal. A remediable issue or ordinary performance disagreement does not qualify for immediate termination under this provision. Provider's suspension rights under Section 3.6 remain available while a curable breach is addressed. Convenience termination is governed by Section 4.2.

4.4 Effect of Expiration or Termination. Client will pay accrued fees, full fees for billing periods that began before the effective end date, and approved incurred or noncancelable expenses, subject to Section 3.1 and applicable breach remedies. Convenience termination may shorten the stated term under Section 4.2 but does not establish a right to prorated billing. Convenience termination and its effective date are governed by Section 4.2 unless expressly modified in the Order Form. Upon expiration or termination, Provider will stop affected campaigns and managed workflows and return Client-owned credentials. Campaign Data will be returned or deleted under Section 7.10. Provider retains Work Product and systems, subject to Client's permitted use of delivered information under Section 5.4 and applicable data rights. Any additional transition assistance requires an agreed written scope and fee. Accrued claims survive subject to the applicable limitations in this Agreement.

4.5 Survival. Payment obligations, intellectual property, confidentiality, data protection, non-solicitation, warranties, indemnification, liability, dispute resolution, and provisions that by their nature should survive will survive expiration or termination.

5 Intellectual Property

5.1 Client Materials. Client retains ownership of information, names, logos, trademarks, brand assets, content, product claims, data, credentials, and other materials supplied by or for Client independently of Provider's work ("Client Materials"). Client grants Provider a nonexclusive, worldwide, royalty-free license during the engagement to access, use, reproduce, display, distribute, and reasonably adapt Client Materials as necessary to perform the Services, including creating and operating campaigns on Client's behalf. Provider may permit its personnel, subcontractors, and approved service providers to exercise these rights solely to support the Services, subject to this Agreement's confidentiality and data-protection requirements. Client represents that it has authority to grant these permissions. Provider will follow Client's written brand guidelines supplied before use. This license does not expand the campaign geography authorized in the Order Form or override applicable data-processing restrictions. Ownership of Client Materials remains with Client or the applicable owner.

5.2 Provider Ownership. As between the Parties, SkipDial AI LLC owns all rights in the work created, developed, configured, or produced by or for Provider in connection with the Services, including campaign copy, sequences,

reports, lead compilations, configurations, workflows, automations, code, scripts, prompts, templates, documentation, and other deliverables ("Work Product"), excluding Client Materials and third-party rights. Work Product is not work made for hire for Client, and payment does not transfer ownership. To the extent Client acquires any rights in Work Product by operation of law, Client assigns those rights to Provider. Any agreed transfer or broader license must be expressly stated in the Order Form and identify the specific Work Product and rights transferred.

5.3 Provider Technology and Managed Workflows. Provider retains all rights in its preexisting and newly developed tools, software, models, systems, reusable components, methods, processes, and know-how ("Provider Technology"). Provider operates and manages the workflows and automation used to deliver the Services. Client purchases managed services and acquires no right to possession, transfer, independent operation, modification, or continued access to Provider's workflows, automations, source materials, or infrastructure after the engagement ends, unless expressly agreed in the Order Form.

5.4 Use of Delivered Materials. After payment of applicable fees, Client receives a nonexclusive, perpetual license to use, reproduce, adapt, and distribute final customer-facing campaign content expressly delivered to it for marketing the business or offer identified in the Order Form. Client may use delivered reports and lead information for its business evaluation and lawful sales follow-up, subject to data-protection duties, suppression requirements, and third-party rights. Client may permit its personnel and service providers to exercise these limited rights on its behalf and under its responsibility. This permission does not transfer ownership or grant access to, possession of, or rights to operate Provider's workflows, automations, source materials, or systems. Provider's reuse of general know-how and non-client-specific components must protect Confidential Information and comply with Section 7. Ownership of a compilation or other Work Product does not create unrestricted rights in personal data.

6 Confidentiality

6.1 Confidential Information. "Confidential Information" means nonpublic information disclosed by or on behalf of a Party that a reasonable person would understand to be confidential, including customer information, pricing, product plans, business strategies, security information, credentials, technical materials, Provider Technology, campaign performance, and the nonpublic terms of this Agreement.

6.2 Protection and Use. The receiving Party will use Confidential Information only to exercise rights and perform obligations under this Agreement, protect it using at least reasonable care, and disclose it only to personnel, affiliates, subcontractors, professional advisers, and service providers who need access and are bound to protect it.

6.3 Exceptions. Confidential Information excludes information that the receiving Party can document was lawfully known without restriction before disclosure, becomes public through no breach, is received lawfully from a third party without confidentiality duty, or is independently developed without use of the disclosing Party's Confidential Information.

6.4 Required Disclosure. A receiving Party may disclose Confidential Information when legally required, provided it gives prompt notice when lawful and reasonable cooperation at the disclosing Party's expense in seeking protective treatment.

6.5 Return and Retention. Upon request or termination, a receiving Party will return or delete Confidential Information no longer needed for the Agreement, subject to legally required retention, dispute records, and protected archival records reasonably necessary for compliance. Retained information remains confidential and may be used only for the permitted retention purpose. Campaign Data, backups, and suppression records are governed by the more specific requirements in Section 7.10.

6.6 Duration. These confidentiality obligations continue for three years after disclosure. Obligations concerning trade secrets continue for as long as the information qualifies as a trade secret under applicable law.

7 Data Privacy Security and Outreach Compliance

7.1 Scope and Roles. "Campaign Data" means personal information supplied, collected, enriched, generated, or otherwise processed for Client's engagement, including business contact details, professional profiles, campaign

activity, replies, and suppression records. The Order Form specifies processing purposes, data categories, sources, approved tools, access locations, and contacts. Client determines campaign objectives and lawful instructions; Provider processes Campaign Data to deliver the agreed Services. Each Party remains responsible for laws applicable to its actual activities. Where applicable law treats Client as controller or business and Provider as processor or service provider, those roles and the restrictions below apply. Provider separately handles its own contracting, billing, and business-contact records under applicable notices and law.

7.2 Lawful Sources and Instructions. Each Party is responsible for rights, notices, permissions, and consents required for data and materials it supplies or obtains. Client supplies accurate product claims, sender details, lawful targeting instructions, and current suppression data. Provider will use authorized data sources and comply with source-license restrictions for data it obtains. Client approval does not validate an unlawful source or instruction. Provider will promptly notify Client if it reasonably believes an instruction violates applicable privacy law and will suspend the affected processing until resolved. Campaign Data will be limited to information reasonably needed for the agreed purposes.

7.3 Commercial Email. Each Party remains responsible for commercial-email obligations applicable to its activities. Client will supply accurate sender and mailing-address information and current suppression lists. Provider will configure accurate sender information, required disclosures and opt-out mechanisms in campaigns it manages, process opt-outs received through those campaigns within applicable legal deadlines, and maintain suppression records within its control. Client will promptly forward opt-outs received elsewhere. Neither Party will knowingly instruct or cause sending to suppressed recipients. The Parties will coordinate continued operation of opt-out mechanisms and transfer of suppression records at handoff for legally required periods and compliance purposes.

7.4 Approved Tools and Subprocessors. Provider may use the platforms and subprocessors listed in the Order Form or authorized by Client in writing and will maintain an available list of material processing locations. Provider will exercise reasonable care in selection, use available contractual data-protection terms, and require protections appropriate to the processing and applicable law. For an additional subprocessor with access to Campaign Data, Provider will give at least ten business days' advance written notice. Client may raise a reasonable, documented data-protection objection during that period; absent an objection, the addition is authorized. For an objection, the Parties will seek a commercially reasonable alternative, and Provider will not begin the disputed processing until resolved. A required addendum or applicable law controls any different authorization process. Provider remains responsible for its personnel, its own selection, configuration, instructions, and oversight, and any subprocessor responsibility imposed by applicable law or an accepted addendum. To the extent permitted by those requirements, Provider does not guarantee an independent third-party platform's internal operations, uninterrupted security, or performance outside Provider's reasonable control. Client-selected platforms acting independently for Client remain subject to their own terms. This Section governs allocation of independent platform processing responsibility notwithstanding Section 2.4; it does not excuse Provider's own breach or the work of personnel performing Services on its behalf.

7.5 Security and Incidents. Each Party will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of Campaign Data and reasonably foreseeable risks. For systems within its control, safeguards include access limited by job need, secure credential management, timely access removal and security updates, and multifactor authentication and encryption where supported and appropriate. Provider will reasonably evaluate relevant vendor safeguards and use available security configurations; it does not warrant that all incidents can be prevented. Provider will notify Client without undue delay, and in any event within seventy-two hours after becoming aware of a security incident affecting Campaign Data processed on Client's behalf, subject to any shorter deadline required by law or an accepted addendum. Awareness does not require completion of an investigation or confirmation of every detail. Unsuccessful attempts without compromise are excluded. For a third-party incident, Provider will promptly relay available relevant information after awareness and reasonably pursue further information from the vendor. Initial notices may be preliminary. Provider will take reasonable steps within its control to investigate, contain, preserve relevant evidence, and cooperate, and provide material updates as available. The Parties will coordinate legally required notices without delaying either Party's duties. Notice is not an admission of liability.

7.6 Required Data Processing Terms. Before processing begins, the Parties will complete the Order Form's data-processing details and any additional terms required by applicable law, including a data processing addendum or lawful international-transfer mechanism when necessary. Sections 7.1 through 7.12 are binding processing terms for the engagement; they do not replace a required jurisdiction-specific addendum. A mutually accepted addendum controls conflicting data-protection provisions. Neither approval of a tool nor this Agreement alone authorizes an otherwise unlawful international transfer.

7.7 Channel and Data Limits. Services under this Agreement exclude telephone outreach, voice AI services, and SMS, MMS, or other text-messaging campaigns. Those services require a separate written agreement and cannot be added by completing an Order Form scope field. Consumer campaigns and processing of sensitive or regulated data are excluded unless expressly included through an amendment under Section 1.2 with required compliance terms. Campaigns default to business recipients in the United States. Expansion to other jurisdictions requires a scope change accepted under Section 1.2 and any required data processing terms before launch. Client approval does not authorize unlawful activity or relieve either Party of its own legal obligations.

7.8 Purpose Restrictions. Provider will process Campaign Data only for the specific engagement purposes and Client's documented lawful instructions, or as required by law. Provider will not sell or share Campaign Data as those terms are defined under applicable privacy law, use it for cross-context behavioral advertising, use it to market for another client, or combine it with unrelated clients' personal information except where expressly permitted by applicable law for the agreed Services. Provider will not use Client Confidential Information or Campaign Data to train general-purpose AI models or permit a tool provider to do so. AI tools may process such information only under approved configurations and contractual terms that restrict such training. General know-how may be reused only without identifying individuals or disclosing Client Confidential Information. These restrictions control conflicting Work Product reuse language.

7.9 Individual Rights and Requests. Client is the primary contact for requests concerning its campaign purposes and will provide its privacy contact and applicable notice. Provider will forward relevant individual requests to Client without undue delay, ordinarily within five business days and sooner when needed to meet applicable legal deadlines. Provider will provide reasonable assistance considering the nature of processing, information available to it, and tools within its control. Provider will not independently respond on Client's behalf except as instructed or legally required. An unsubscribe received through a Provider-managed campaign will be acted on promptly within applicable legal deadlines without waiting for Client approval. Each Party will communicate suppression updates needed to prevent prohibited outreach. Requests concerning Provider's independent processing remain Provider's responsibility.

7.10 Retention Return and Deletion. Provider will retain identifiable Campaign Data only as needed for the Services and lawful retention purposes. On expiration, termination, or a lawful deletion instruction, Provider will return available Campaign Data in a reasonably usable standard format if Client requests return before deletion. Provider will delete active copies within its control within thirty days, unless applicable law requires earlier action or an accepted addendum specifies a different lawful period. For vendor-held copies, Provider will timely issue deletion instructions and reasonably follow up under applicable vendor terms; required legal and addendum deadlines continue to apply. Backups will remain protected, isolated from ordinary use, and deleted or overwritten through documented retention cycles. Provider-controlled backups will be deleted within one hundred eighty days; vendor backup cycles exceeding that period must be disclosed and accepted in writing before the affected processing and must comply with law and any accepted addendum. If backups are restored, deletion instructions will be reapplied. Minimal suppression identifiers may be retained solely to honor opt-outs, and records reasonably necessary for legal compliance or existing disputes may be retained with access restrictions until that purpose ends. Provider will identify material retention exceptions on request and confirm actions taken based on information reasonably available, including vendor confirmations where applicable. This does not require transfer of code, workflows, or system architecture. Client is responsible for exported copies.

7.11 Compliance Assistance and Review. Provider will promptly notify Client if it can no longer meet applicable processing obligations, and the Parties will suspend or remediate affected processing. Provider will provide reasonably available information and reasonable assistance with legally required assessments, inquiries, and individual requests, considering the nature of processing and information available to Provider. Compliance reviews

will begin with documentation and available independent reports. Unless required by law, an accepted addendum, a material incident, or reasonable evidence of material noncompliance, further audits are limited to once in twelve months, on at least fifteen business days' notice, during normal business hours, and at Client's expense. Reviews must protect confidentiality, other clients' data, and system security and avoid unreasonable disruption. Provider need not grant direct access to third-party systems it does not control but will reasonably seek available compliance information. Extraordinary assistance may carry a mutually agreed reasonable fee, except to the extent caused by Provider's breach or prohibited by law. Fee discussions will not delay a legal deadline. Nothing in this Section restricts verification, remediation, regulatory access, or other rights required by applicable law.

7.12 Business Transfers and Continuing Protection. A permitted assignment does not reduce data-protection duties. Campaign Data may be transferred only as necessary for the transferred engagement and in compliance with applicable law, source licenses, required notices, and transfer safeguards. The successor must assume these obligations in writing and use the data only for permitted purposes. Any due-diligence disclosure must be limited to what is necessary, protected by confidentiality and access restrictions, and deidentified where practicable. Section 14.2 does not override privacy rights or third-party transfer restrictions.

8 Third Party Platforms and Accounts

8.1 Platform Dependency. The Services may depend on third-party platforms, data sources, APIs, accounts, and policies outside Provider's control. Provider does not warrant continued platform availability, deliverability, data accuracy, account standing, or unchanged platform rules.

8.2 Platform Compliance. Provider and Client will comply with the applicable third-party platforms' terms of service, acceptable-use policies, access restrictions, and authorized usage limits. Services are subject to those restrictions. Client instructions do not authorize prohibited automation, scraping, credential sharing, impersonation, or bypassing technical controls. Provider will promptly advise Client of material restrictions affecting delivery and may pause affected activity to maintain compliance. A material change in scope, fees, or delivery requires an amendment under Section 1.2. Platform restrictions do not excuse Provider's own breach of this compliance commitment. Provider does not guarantee continued platform access or availability where restrictions occur despite compliant performance.

8.3 Accounts and Infrastructure. Client retains its preexisting accounts, domains, inboxes, and credentials. Unless the Order Form expressly allocates ownership to Client, new accounts, domains, inboxes, infrastructure, and systems acquired or created by Provider for delivering the Services remain Provider-controlled and, to the extent permitted by platform terms, Provider-owned. Reimbursement of expenses does not transfer ownership. Assets expressly purchased and registered by Client in its own name remain Client-owned, but installation or use of Provider Work Product in such an account does not transfer that Work Product. Personal social-media accounts remain with their individual holders. Third-party terms and transfer restrictions apply.

9 Non Solicitation

9.1 Personnel. During an Order Form and for twelve months afterward, neither Party will directly solicit for employment or engagement an employee or contractor of the other Party with whom it had material contact through the engagement. General advertising and unsolicited applications are excluded. A Party may hire such a person with the other Party's written consent.

10 Representations Warranties and Disclaimers

10.1 Mutual Authority. Each Party represents that it has authority to enter into this Agreement and perform its obligations.

10.2 Provider Warranty. Provider warrants professional and workmanlike performance and that, to its knowledge, Work Product created solely by Provider does not infringe third-party intellectual property rights. For breach of the performance warranty, Provider will reperform the affected Services if Client gives notice within thirty days after performance. This remedy does not eliminate the termination right in Section 4.3 for an uncured material breach.

10.3 Client Warranty. Client warrants that Client Materials, instructions, approvals, product claims, and authorized campaign activities will not violate law, infringe third-party rights, or breach Client's obligations to a third party.

10.4 No Results Guarantee. Provider does not guarantee delivery rates, response rates, meetings, pipeline, sales, revenue, or any other business outcome. Results depend on factors outside Provider's control, including market conditions, offer quality, data quality, approvals, platform behavior, and Client follow-up.

10.5 Disclaimer. Except for the express warranties in this Agreement, each Party disclaims all implied warranties, including merchantability, fitness for a particular purpose, title, and noninfringement, to the fullest extent permitted by law.

11 Indemnification

11.1 Mutual Indemnity. Each Party (the "Indemnifying Party") will defend, indemnify, and hold harmless the other Party and its officers, employees, and contractors from third-party claims, damages, liabilities, and reasonable defense costs to the extent arising from the Indemnifying Party's material breach of this Agreement, material violation of applicable law, gross negligence, willful misconduct, or infringement of a third party's United States intellectual property rights by materials or work supplied by the Indemnifying Party and used as authorized under this Agreement. This obligation includes damages finally awarded and settlements approved under Section 11.3. These obligations are subject to Section 12.

11.2 Mutual Exclusions. Neither Party must indemnify the other to the extent a claim results from the other Party's breach, negligence, willful misconduct, unauthorized modifications, use outside the agreed scope, or combination with items not supplied or approved by the Indemnifying Party. Neither Party is responsible under this Section for material supplied by the other Party that causes the claim.

11.3 Procedure. The indemnified Party will promptly notify the Indemnifying Party, provide reasonable cooperation at the Indemnifying Party's expense, and allow it to control the defense using qualified counsel. Delayed notice reduces obligations only to the extent of material prejudice. The indemnified Party may participate through its own counsel at its own expense. No settlement may admit fault by, impose nonmonetary obligations on, require payment from, or restrict the business of the indemnified Party without its written consent, which will not be unreasonably withheld. A settlement must fully release the indemnified Party from the settled claim.

12 Limitation of Liability

12.1 Excluded Damages. To the fullest extent permitted by law, neither Party will be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, lost revenue, loss of goodwill, or loss of data, arising from this Agreement, even if advised that such damages were possible.

12.2 Aggregate Liability Cap. Except for the express exceptions below, each Party's aggregate liability under each affected Order Form, across all claims and legal theories, will not exceed the service and setup fees paid or payable for Services under that Order Form during the three months immediately preceding the first event giving rise to a claim under it. Approved pass-through costs and taxes are excluded from the cap calculation. If an event occurs before the first billing period begins, the initial setup fee and first recurring service fee stated in that Order Form establish its cap. Related acts, omissions, and claims constitute one event at their earliest occurrence. For a claim affecting multiple Order Forms, the applicable limit is the sum of those Order Forms' caps, with each fee counted once. Amounts applied against a cap reduce the amount remaining for subsequent claims; separate theories, claimants, indemnified persons, or renewals of that Order Form do not multiply or reset it. Amounts for fraud or willful misconduct and liabilities that applicable law does not permit to be limited are excluded. Client's obligation to pay contracted service fees, approved expenses, applicable taxes, and lawful late charges is also excluded; an indemnification, defense, damages, or reimbursement obligation arising from a claim is not an excluded payment obligation merely because it requires payment.

12.3 Defense Costs and Allocation. Indemnity payments, settlements, third-party defense costs, and attorneys' fees and costs recoverable under Section 13.3 count toward and reduce the applicable cap unless attributable to an

expressly uncapped liability under Section 12.2. A duty to defend ends when the applicable cap is exhausted by properly incurred covered amounts, subject to reasonable notice and an orderly defense handoff consistent with applicable law and court rules. The duty continues for expressly uncapped claims. A Party's own costs defending a direct claim against itself do not reduce its cap. The fees reflect this allocation of risk, which applies even if a limited remedy fails of its essential purpose.

13 Dispute Resolution

13.1 Good Faith Negotiation. Before filing a lawsuit, an authorized business representative of each Party will attempt in good faith to resolve the dispute for at least thirty days after written notice. Either Party may seek temporary injunctive relief when necessary to protect Confidential Information, intellectual property, account security, or data.

13.2 Governing Law and Venue. Arizona law governs this Agreement without regard to conflict-of-law principles. The state and federal courts located in Maricopa County, Arizona have exclusive jurisdiction, and each Party consents to personal jurisdiction and venue there.

13.3 Jury Waiver and Fees. To the extent permitted by law, each Party waives trial by jury. The prevailing Party in an action to enforce this Agreement may recover reasonable attorneys' fees and costs, subject to Sections 12.2 and 12.3. Fees and costs awarded solely for collecting Client's unpaid contracted fees, approved expenses, taxes, and lawful late charges are outside the cap. For mixed claims, an award will be allocated to capped and uncapped claims to the extent reasonably practicable.

14 General Terms

14.1 Independent Service Provider. Provider is engaged as an independent contractor to provide GTM agency services and controls its personnel and methods of performance, subject to the agreed scope. This Agreement does not create an employment relationship, partnership, or joint venture. Neither Party may bind the other to contracts, incur obligations in its name, or make commitments on its behalf without specific written authorization. Client authorizes Provider to carry out the campaign activities expressly approved under the Order Form.

14.2 Assignment and Business Transfers. Provider may assign this Agreement and any Order Form, and transfer its related rights and obligations, without Client's consent to an affiliate, successor, purchaser, or other transferee, including in connection with a sale of SkipDial AI LLC, a sale of the business operated as Olive AI, an asset sale, merger, reorganization, or other business transfer. The transferee must assume the transferred obligations in writing. Client agrees in advance to the transferee's substitution as Provider for the transferred engagement and to performance by and payment to that transferee after the effective transfer date. Provider will give written notice identifying the transferee and any new notice and billing details. Provider remains responsible for obligations and liabilities arising before transfer and is released from obligations arising afterward to the extent permitted by law. A change in Provider's ownership or control does not require Client consent or create a termination right. Client may not assign this Agreement or an Order Form without Provider's prior written consent. The Agreement binds and benefits permitted successors and assigns. This permission governs the Parties' contract and does not override third-party account, license, payment-processing, or data-transfer restrictions. Campaign Data transfers are subject to Section 7.12.

14.3 Force Majeure. Neither Party is liable for delay caused by circumstances beyond its reasonable control, including internet or utility failures, platform outages, labor disruptions, natural disasters, government action, war, terrorism, civil unrest, or widespread cyberattack. This provision does not excuse payment for Services already performed or costs already incurred.

14.4 Notices. Legal notices, including termination notices, must be emailed to the notice addresses specified in the applicable Order Form and are effective when received. Each Party may update its notice address by written notice to the other. Routine working channels do not replace these legal notice addresses.

14.5 Entire Agreement and Amendments. The version of these terms incorporated into an accepted Order Form, that Order Form, and its accepted addenda form the entire agreement for that engagement. Amendments and waivers

require express written agreement; an amendment to an Order Form or these terms must be issued or expressly accepted in writing by Provider and signed by Client. Online updates are governed by Section 1.5. Purchase-order boilerplate and payment-portal terms do not amend the Agreement.

14.6 Severability and Waiver. If a provision is unenforceable, it will be modified only to the minimum extent necessary, and the remaining provisions remain effective. Failure to enforce a provision is not a waiver.

14.7 No Third Party Beneficiaries. This Agreement benefits only the Parties and their permitted successors and assigns. No third party is a beneficiary or may enforce it.

14.8 Electronic Acceptance. Client may sign an Order Form or amendment electronically or in counterparts. Provider's issuance and Client's unaltered signature and return constitute acceptance under Section 1.1 without Provider countersignature. Each person accepting on behalf of a Party represents authority to bind that entity. The Parties consent to electronic contracting.