

FETCHLINE

CONSULTANCY LLC

CLIENT AGREEMENT

MASTER SERVICE AGREEMENT

Governing Terms for Professional & AI Automation Services

Version 1.0
August 5, 2026

CONFIDENTIAL — PREPARED FOR INTERNAL AND CLIENT USE

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1. Introduction and Structure

This Master Service Agreement (this “Agreement” or “MSA”) is entered into by and between Fetchline Consultancy LLC, a Georgia limited liability company (“Fetchline,” “we,” or “us”), and the client identified in the signature block below (“Client,” “you,” or “your”). Fetchline and Client are each a “Party” and together the “Parties.”

This Agreement establishes the general terms governing all services Fetchline provides to Client. Specific projects will be described in one or more Statements of Work (each, an “SOW”) executed by both Parties and incorporating this Agreement by reference. If a conflict exists between this Agreement and an SOW, this Agreement controls unless the SOW expressly states that a specific provision of the SOW overrides a specifically identified section of this Agreement.

2. Definitions

2.1 “AI System”. means any software, workflow, automation, chatbot, voice agent, model configuration, prompt architecture, or integration developed or configured by Fetchline that uses artificial intelligence, machine learning, or large language model technology.

2.2 “Client Data”. means all data, records, and information provided by or on behalf of Client, or collected, processed, or generated within Client's systems in connection with the Services, including resident and tenant information, property records, communications, and business records. Client Data is and remains the property of Client.

2.3 “Confidential Information”. has the meaning given in Section 12.

2.4 “Deliverables”. means the work products identified in an SOW to be delivered to Client, which may include AI Systems, automations, integrations, dashboards, documentation, and reports.

2.5 “Fetchline Materials”. means all intellectual property owned or developed by Fetchline prior to or independently of this Agreement, together with Fetchline's reusable methodologies, frameworks, prompt libraries, code libraries, templates, connectors, internal tools, and general know-how, including improvements to any of the foregoing, but excluding Client Data and Client Confidential Information.

2.6 “Services”. means the professional, consulting, development, integration, automation, support, and related services described in this Agreement and any SOW.

2.7 “Third-Party Platforms”. means software, services, models, and infrastructure provided by third parties (for example, AI model providers, CRMs, property management platforms, hosting providers, and payment processors) used in connection with the Services.

3. Scope of Services

3.1 Services Generally. Fetchline will provide the Services described in each executed SOW with reasonable skill and care, consistent with generally accepted industry standards for AI automation and technology consulting. Services may include AI workflow automation, resident communication automation, maintenance and leasing workflow automation, collections automation, CRM automation,

chatbot and voice AI development, custom software and API integrations, dashboard development, process optimization, and consulting.

3.2 Statements of Work. Each SOW will describe, at minimum, the project scope, Deliverables, timeline, fees, and any project-specific assumptions. No Services are promised, and no fees are owed, except as set forth in an executed SOW or as otherwise agreed in writing.

3.3 Deployment Within Client Systems. As a core operating principle, Fetchline builds and deploys automations within Client's own systems, accounts, and infrastructure whenever practical, so that Client retains direct custody and control of Client Data and the operating environment. Any exception is governed by Section 13.4.

3.4 Personnel. Fetchline will assign appropriately qualified personnel to perform the Services and may replace personnel provided that the quality of the Services is not materially degraded.

4. Deliverables and Acceptance

4.1 Delivery. Fetchline will deliver each Deliverable in accordance with the applicable SOW.

4.2 Acceptance Testing. Unless the SOW specifies otherwise, Client will have ten (10) business days after delivery of a Deliverable (the "Acceptance Period") to test the Deliverable against the acceptance criteria in the SOW. Client may accept the Deliverable or reject it by providing a written description of the specific ways the Deliverable materially fails to meet the acceptance criteria.

4.3 Cure. Upon a proper rejection, Fetchline will use commercially reasonable efforts to correct the identified nonconformities and redeliver within a reasonable period, after which a new Acceptance Period applies. This acceptance process is Client's exclusive remedy for nonconforming Deliverables prior to acceptance, without limiting Client's rights under Sections 16 and 17.

4.4 Deemed Acceptance. A Deliverable is deemed accepted if Client uses it in production, or if Client does not reject it in writing within the Acceptance Period.

5. Fees, Invoicing, and Payment

5.1 Fees. Client will pay the fees set forth in each SOW. Unless the SOW states otherwise, fixed fees are payable per the milestone or payment schedule in the SOW, and time-and-materials work is billed monthly in arrears.

5.2 Invoices; Payment Terms. Invoices are due within fifteen (15) days of the invoice date unless the SOW specifies a different period. Fetchline may invoice electronically.

5.3 Payment Method. Fetchline accepts payment by ACH, bank transfer, or card processed through Stripe or another reputable payment processor identified on the invoice. Client authorizes recurring charges only where expressly agreed in an SOW.

5.4 Late Payment. Amounts not paid when due accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If any undisputed amount remains unpaid more than fifteen (15) days after written notice, Fetchline may suspend Services until payment is received; suspension does not extend Client's payment obligations.

5.5 Taxes. Fees are exclusive of taxes. Client is responsible for all applicable sales, use, and similar taxes, excluding taxes on Fetchline's income.

5.6 Disputed Amounts. Client may withhold a good-faith disputed amount by notifying Fetchline in writing before the due date with reasonable detail, paying all undisputed amounts, and cooperating diligently to resolve the dispute.

6. Client Responsibilities

6.1 Cooperation. Client will provide timely cooperation, decisions, approvals, and information reasonably needed for Fetchline to perform the Services.

6.2 Access Requirements. Client will provide access to systems, accounts, sandbox or test environments, data, and personnel identified in the SOW, using least-privilege credentials issued specifically to Fetchline where practical. Client remains responsible for its own systems, licenses, and third-party subscriptions.

6.3 Accuracy of Information. Fetchline may rely on the accuracy and completeness of information and instructions provided by Client.

6.4 Legal Compliance in Client's Business. Client is responsible for ensuring that its use of the Deliverables and AI Systems within its business complies with laws applicable to Client, including landlord-tenant law, fair housing law, debt collection law, and telecommunications and messaging consent requirements (for example, TCPA consent for automated texts and calls). Fetchline will design in good faith to support compliant use but does not provide legal advice.

7. Project Delays

7.1 Client-Caused Delays. If Client fails to timely provide access, information, approvals, or dependencies identified in an SOW, affected deadlines extend day-for-day, and Fetchline may equitably adjust fees for demonstrable additional costs after written notice.

7.2 Notice of Delay. Each Party will promptly notify the other of any circumstance likely to cause material delay and will cooperate in good faith to mitigate its impact.

8. Change Requests

8.1 Change Process. Either Party may propose changes to an SOW by written change request describing the proposed change and its impact on scope, schedule, and fees. No change is binding until both Parties sign a written change order. Fetchline is not obligated to perform work outside the executed SOW.

9. Support and Maintenance

9.1 Included Support. Each SOW will specify any included support period. Unless the SOW states otherwise, Fetchline will correct material defects in Deliverables reported within thirty (30) days after acceptance at no additional charge.

9.2 Ongoing Support Plans. Ongoing maintenance, monitoring, enhancement, and support services may be purchased under a separate SOW or support schedule specifying response targets, scope, and fees.

9.3 Third-Party Changes. Support does not include remediation required solely because a Third-Party Platform changes, deprecates, or restricts its functionality or interfaces, though Fetchline will offer such remediation at its then-current rates or under a support plan.

10. Intellectual Property

10.1 Client Data. Client owns all Client Data. Fetchline acquires no rights in Client Data except the limited license in Section 13.2.

10.2 Fetchline Materials. Fetchline owns all Fetchline Materials. To the extent Fetchline Materials are embedded in a Deliverable, Fetchline grants Client a perpetual, non-exclusive, non-transferable (except with the Deliverable to a successor of Client's business), royalty-free license to use those Fetchline Materials solely as part of the Deliverable for Client's internal business purposes.

10.3 Deliverables. Upon full payment of all fees due for a Deliverable, and except for Fetchline Materials embedded in it, ownership of the custom configurations, workflows, and code created specifically for Client as part of that Deliverable is assigned to Client. Until full payment, Client's use is licensed, not owned.

10.4 General Know-How. Nothing in this Agreement prevents Fetchline from using general skills, knowledge, and experience gained in performing the Services, provided Fetchline does not use or disclose Client Confidential Information or Client Data.

10.5 Feedback. If Client provides suggestions about Fetchline's services or tools, Fetchline may use them without restriction or obligation, excluding any Client Confidential Information.

11. Subcontractors

11.1 Use of Subcontractors. Fetchline may engage qualified subcontractors to assist in performing the Services, provided that Fetchline remains fully responsible for their work and binds them to confidentiality and data protection obligations no less protective than those in this Agreement. Upon request, Fetchline will identify subcontractors with access to Client Confidential Information.

12. Confidential Information

12.1 Definition. "Confidential Information" means non-public information disclosed by one Party ("Discloser") to the other ("Recipient") that is designated confidential or that a reasonable person would understand to be confidential, including business plans, pricing, financial information, customer and resident information, security procedures, technical designs, source code, prompts, and automation logic. Client Data is Client's Confidential Information. Fetchline Materials are Fetchline's Confidential Information.

12.2 Obligations. Recipient will: (a) use Confidential Information only to perform under this Agreement; (b) protect it with at least the care it uses for its own similar information and no less than reasonable care; (c) limit access to personnel and subcontractors who need it and are bound by confidentiality obligations; and (d) not disclose it to any third party except as permitted here.

12.3 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no fault of Recipient; (b) was known to Recipient without restriction before disclosure; (c) is independently developed without use of the Discloser's information; or (d) is rightfully received from a third party without duty of confidentiality.

12.4 Compelled Disclosure. Recipient may disclose Confidential Information to the extent required by law, provided Recipient gives prompt notice (where legally permitted) and reasonable cooperation so Discloser may seek protective treatment.

12.5 Duration. Confidentiality obligations survive for five (5) years after termination of this Agreement, except that obligations regarding trade secrets and Client Data survive for as long as the information remains a trade secret or Client Data, respectively.

13. Data Handling and Security

13.1 Data Handling Philosophy. Fetchline does not sell, share, or repurpose Client Data. Fetchline does not use Client Confidential Information or Client Data to train AI models or to benefit any other client. Fetchline accesses only the information reasonably necessary to perform the contracted Services.

13.2 Limited License. Client grants Fetchline a limited, non-exclusive license to access and process Client Data solely to perform the Services and comply with law, for the duration of the applicable SOW.

13.3 Deployment in Client Infrastructure. Consistent with Section 3.3, Fetchline will build and deploy within Client's own systems and infrastructure whenever practical.

13.4 External Storage Requires Written Approval. If a project requires Fetchline to store Client Data outside Client's systems, the storage location, purpose, security measures, retention period, and deletion terms must be described in the SOW or another writing and approved in writing by Client before such storage occurs.

13.5 Security Measures. Fetchline will maintain administrative, technical, and physical safeguards appropriate to the nature of the data it accesses, including least-privilege access, unique credentials, multi-factor authentication where supported, encryption in transit, secure credential storage, and prompt offboarding of access at project end. Fetchline's practices are further described in its Security & Trust Overview and, where applicable, the Data Processing Addendum.

13.6 Incident Notice. Fetchline will notify Client without undue delay after becoming aware of a confirmed unauthorized access to Client Data in Fetchline's possession or control, and will reasonably cooperate in Client's response.

13.7 Data Processing Addendum. Where Fetchline processes personal data on Client's behalf and the Parties execute Fetchline's Data Processing Addendum ("DPA"), the DPA is incorporated into this Agreement and controls with respect to that processing.

13.8 Return and Deletion. Upon termination or Client's written request, Fetchline will return or delete Client Data and Client Confidential Information in its possession, subject to legally required retention and standard backup cycles, in accordance with the DPA where applicable.

14. AI Quality and Accountability

14.1 Fetchline Stands Behind Its Systems. Fetchline is responsible for designing, configuring, and testing each AI System so that it performs in accordance with the specifications and acceptance criteria in the applicable SOW, including appropriate guardrails, escalation paths, and quality controls suited to the use case.

14.2 Output Accountability. If an AI System in production produces outputs that materially deviate from its agreed specifications, Fetchline will investigate and correct the configuration at no additional charge during the warranty period and under any active support plan. Fetchline treats output quality as its responsibility, not a burden shifted to Client.

14.3 Collaborative Oversight. The Parties will agree in each SOW on which output categories are sent automatically and which are routed for Client approval. Client agrees to report unexpected behavior promptly so Fetchline can correct it.

14.4 Nature of AI Technology. AI systems are probabilistic and depend in part on Third-Party Platforms, so occasional imperfect outputs can occur even in a well-built system; Fetchline's commitment is to detect, correct, and continuously improve, as described in this Section and Fetchline's AI Services Disclosure.

15. Warranties

15.1 Mutual Warranties. Each Party warrants that it has the authority to enter into this Agreement and that its performance will comply with laws applicable to it.

15.2 Services Warranty. Fetchline warrants that the Services will be performed in a professional and workmanlike manner by qualified personnel, and that Deliverables — including the behavior and outputs of AI Systems — will materially conform to the specifications and acceptance criteria in the applicable SOW for thirty (30) days after acceptance. If an AI System's outputs materially deviate from those specifications during the warranty period, Fetchline will diagnose and correct the deviation at no additional charge. If Fetchline cannot correct a nonconformity within a reasonable time, Fetchline will refund the fees paid for the nonconforming portion.

15.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND FETCHLINE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY REGARDING THIRD-PARTY PLATFORMS.

16. Limitation of Liability

16.1 Exclusion of Indirect Damages. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOSS OF DATA,

ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Liability Cap. FETCHLINE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES ACTUALLY PAID BY CLIENT TO FETCHLINE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. MULTIPLE CLAIMS DO NOT ENLARGE THIS CAP.

16.3 Third-Party Platforms and Client-Held Data. WITHOUT LIMITING SECTION 16.1, FETCHLINE IS NOT LIABLE FOR: (a) FAILURES, CHANGES, OUTAGES, OR ACTS OR OMISSIONS OF THIRD-PARTY PLATFORMS OUTSIDE FETCHLINE'S CONTROL; OR (b) LOSS, CORRUPTION, OR BREACH OF DATA RESIDING IN SYSTEMS UNDER CLIENT'S EXCLUSIVE CUSTODY AND CONTROL, EXCEPT TO THE EXTENT CAUSED BY FETCHLINE'S ACTS, OMISSIONS, OR BREACH OF SECTION 13. FOR CLARITY, FETCHLINE REMAINS RESPONSIBLE UNDER SECTIONS 14 AND 15 FOR CORRECTING AI SYSTEM OUTPUTS THAT MATERIALLY DEVIATE FROM AGREED SPECIFICATIONS.

16.4 Exceptions. The limitations in this Section 16 do not apply to: (a) a Party's breach of Section 12 (Confidentiality); (b) Client's payment obligations; (c) Client's indemnification obligations under Section 17.2; (d) a Party's fraud, gross negligence, or willful misconduct; or (e) liability that cannot be limited under applicable law.

16.5 Basis of the Bargain; Claims Period. The Parties acknowledge that the fees reflect the allocation of risk in this Section 16 and that Fetchline would not provide the Services at these fees without these limitations. Except for payment and confidentiality claims, no claim may be brought more than one (1) year after the claiming Party knew or reasonably should have known of the events giving rise to it.

17. Indemnification

17.1 By Fetchline. Fetchline will defend Client against third-party claims alleging that a Deliverable, as delivered and used as permitted, infringes a U.S. copyright or misappropriates a trade secret, and will pay resulting damages finally awarded or agreed in settlement. Fetchline has no obligation for claims arising from Client Data, Client's modifications, combination with items not provided by Fetchline, or Third-Party Platforms.

17.2 By Client. Client will defend Fetchline against third-party claims arising from Client Data, Client's business operations, or Client's use of Deliverables in violation of law or this Agreement, and will pay resulting damages finally awarded or agreed in settlement.

17.3 Procedure. The indemnified Party must give prompt notice, reasonable cooperation, and sole control of defense and settlement to the indemnifying Party (provided no settlement imposes non-monetary obligations on the indemnified Party without its consent).

18. Insurance

18.1 Coverage. Fetchline will maintain commercially reasonable insurance appropriate to its business, which may include commercial general liability, professional liability (errors and omissions), and cyber liability coverage, and will provide certificates of insurance upon reasonable request where specified in an SOW.

19. Force Majeure

19.1 Excused Performance. Neither Party is liable for delay or failure to perform (except payment obligations) caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, labor disputes, internet or utility failures, governmental action, or failures of Third-Party Platforms, provided the affected Party gives prompt notice and uses reasonable efforts to resume performance.

20. Term and Termination

20.1 Term. This Agreement begins on the Effective Date and continues until terminated as provided below. Termination of this Agreement does not automatically terminate active SOWs, which continue under this Agreement's terms until completed or separately terminated.

20.2 Termination for Convenience. Either Party may terminate this Agreement (as to future SOWs) on thirty (30) days' written notice. An SOW may be terminated for convenience only if and as the SOW permits.

20.3 Termination for Cause. Either Party may terminate this Agreement or an affected SOW if the other Party materially breaches and fails to cure within fifteen (15) days after written notice describing the breach (five (5) days for payment breaches).

20.4 Effect of Termination. Upon termination: (a) Client will pay for all Services performed and non-cancellable commitments incurred through the effective date of termination; (b) each Party will return or destroy the other's Confidential Information as provided in Sections 12 and 13.8; and (c) Fetchline will provide reasonable transition assistance at its standard rates if requested. Sections 5, 10, 12, 13, 15.3, 16, 17, 20.4, and 21 through 24 survive termination.

21. Non-Solicitation

21.1 Personnel. During the term of this Agreement and for twelve (12) months after, neither Party will knowingly solicit for employment or engagement any employee or contractor of the other Party who was directly involved in the Services, except through general public postings not targeted at such persons. If a Party hires in violation of this Section, it will pay the other Party a fee equal to fifty percent (50%) of the hired person's first-year annualized compensation as liquidated compensation for recruiting and replacement costs.

22. Publicity

22.1 Use of Name. Neither Party may use the other's name, logo, or trademarks publicly without prior written consent, except that Fetchline may identify Client by name as a client in proposals and marketing materials unless Client opts out in writing or the SOW provides otherwise. Case studies and detailed descriptions of Client's project require Client's prior written approval.

23. Relationship of the Parties

23.1 Independent Contractor. Fetchline is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. Fetchline is responsible for its own taxes, benefits, and personnel.

24. General Provisions

24.1 Governing Law; Venue. This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-laws rules. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Georgia for any dispute not subject to an agreed alternative dispute resolution process.

24.2 Notices. Notices must be in writing and delivered by hand, nationally recognized courier, or email (with confirmation of transmission) to the addresses in the signature block or as updated by notice. Notices are effective upon receipt.

24.3 Assignment. Neither Party may assign this Agreement without the other's written consent, except either Party may assign to a successor in a merger, reorganization, or sale of substantially all assets, with notice to the other Party.

24.4 Entire Agreement. This Agreement, together with all SOWs, the DPA (if executed), and any mutually executed addenda, is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions and agreements on that subject.

24.5 Amendments; Waiver. Amendments must be in a writing signed by both Parties. A waiver is effective only if in writing and applies only to the specific instance.

24.6 Severability. If any provision is unenforceable, it will be modified to the minimum extent necessary, and the remainder of the Agreement remains in effect.

24.7 Electronic Signatures; Counterparts. This Agreement and any SOW may be executed in counterparts and by electronic signature, each of which is deemed an original and which together constitute one instrument.

24.8 Order of Precedence. In case of conflict: (1) an executed DPA controls as to personal data processing; (2) this MSA controls over any SOW except as stated in Section 1; and (3) an SOW controls over ordinary course communications.

25. Signatures

IN WITNESS WHEREOF, the Parties have executed this Master Service Agreement as of the Effective Date written below.

FETCHLINE CONSULTANCY LLC

Signature

Name: _____ Title: _____ Date: _____

CLIENT

Company Name: _____

Signature

Name: _____ Title: _____ Date: _____

Notice Address: _____

Notice Email: _____