ASEB CONSULTING

APJ Holdings, LLC d/b/a ASEB Consulting

ASEB Incorporated Contract Terms - Version 1

Provider: APJ Holdings, LLC d/b/a ASEB Consulting

This page provides a single scrollable copy of the ASEB contract terms used with Version 1 Statements of Work. The signed Statement of Work identifies the Service Schedule(s) that apply to the engagement. **Only those identified Service Schedule(s) apply.** The Data Processing Addendum applies only when the Agreement makes it applicable to the relevant processing.

This PDF is the retainable Version 1 copy of the ASEB incorporated contract terms for offline review and recordkeeping.

Contents

Master Services Agreement

Version: 1

1. Parties, business purpose, and formation

This Master Services Agreement (MSA) is between APJ Holdings, LLC d/b/a ASEB Consulting (ASEB) and the business identified as Client in the signature block or an executed Statement of Work (SOW). This is a business-to-business agreement. Client represents that it acquires Services for business purposes, not primarily for personal, family, or household use. Each signer represents that the signer has authority to bind the named party.

This MSA becomes effective when both parties execute it or execute an SOW expressly incorporating this identified MSA version. Services means the services, subscriptions, and deliverables expressly identified in an SOW. An SOW may also serve as the quote and proposal before acceptance. Simplton is proprietary technology owned and offered by ASEB, not a separate legal entity.

2. Contract documents and precedence

The Agreement consists of this MSA, executed SOWs and amendments, the applicable identified Service Schedules supplied with them, and the Data Processing Addendum (DPA) where ASEB processes Personal Data on Client's behalf.

The DPA controls conflicts solely concerning processing or protection of Personal Data. An executed SOW controls its specific pricing, scope, deliverables, dates, and deal-specific commercial terms; it overrides a conflicting MSA provision only if it expressly identifies that provision or clearly states an intentional override. Applicable Service Schedules supplement the MSA for their selected Services but do not override conflicting general MSA legal terms unless an executed SOW intentionally provides otherwise. This MSA otherwise controls general contractual and legal terms. Public website terms and Simplton online terms do not override this executed Agreement.

A reference to a Service Schedule does not purchase every service described in it. No purchase order or unilateral Client terms modify this Agreement unless ASEB expressly accepts that modification in writing.

3. Scope, performance, and changes

ASEB will perform the expressly contracted Services with commercially reasonable care and skill. Each SOW must identify included Services, deliverables, exclusions, relevant quantities, dependencies, dates, and any acceptance criteria. Anything not expressly included is out of scope. Unlisted channels, integrations, revisions, production, support, hosting, or unlimited work are not implied.

Changes require mutually accepted scope, price, timing, and payment terms before additional work begins. Project acceptance follows the applicable SOW; Client silence alone does not create deemed approval under this MSA. ASEB need not perform unlawful instructions or work beyond agreed scope.

4. Client cooperation and materials

Client will provide accurate information, authorized access, credentials through appropriate secure channels, content, assets, decisions, and approvals when required. ASEB may move production and delivery dates when these are missing or delayed. Client delays do not delay billing, create refunds or credits, or extend a service period.

Client represents and warrants that it has all rights, permissions, licenses, and authority necessary for Client Data, materials, and instructions, including logos, photographs, video, music, trademarks, customer lists, databases, testimonials, reviews, claims, offers, pricing, business information, and third-party intellectual property. Client is responsible for their factual accuracy and legality. Client authorizes ASEB to use them only as reasonably needed to perform the Agreement and exercise its expressly granted rights.

5. Fees, taxes, and initial payment

The applicable SOW, not fixed values in this MSA, states the setup fee, initial partial-period service amount, total due before work begins, recurring monthly amount, one-time charges, discounts, custom add-ons, applicable taxes, first recurring billing date, and service start date. Catalog prices are defaults, not a substitute for accepted deal pricing.

All pricing is in U.S. dollars unless the SOW expressly states otherwise. Taxes legally required to be collected are additional to service fees. This Agreement does not declare any particular Service taxable or exempt.

All setup and initial amounts due must be paid before work begins. Setup/onboarding fees are non-refundable once onboarding or work begins. A quoted Setup & Initial Service Fee may include a separately identified partial initial service period. That period will not also be billed as a regular recurring period. No late-charge percentage is imposed by this MSA; a late charge must be expressly stated in an SOW and legally permitted.

6. Recurring billing and autopay

Recurring managed services and Simplton subscriptions are month-to-month and automatically renew monthly unless timely canceled under Section 8. Normal recurring billing is on the 1st of each calendar month. All recurring Services require autopay; manual recurring billing is not offered.

For a mid-month start, ASEB may include partial initial service in the setup/initial service charge, with regular recurring billing beginning on the next 1st. The SOW identifies dates, amounts, applicable discounts and their duration, and the cancellation rule for each Service or bundle.

Stripe is ASEB's designated payment processor for ASEB's own invoices and collections. ASEB does not process Client customers' money. GHL does not process ASEB client payments in this system. Maintaining a valid payment method with Stripe is a condition of recurring service. The signed SOW must expressly authorize automatic charges of the agreed recurring fees and applicable taxes on the stated dates, including any committed final month. This MSA does not authorize unquoted charges or require payment-card details in agreement documents. Revoking a payment authorization does not by itself cancel Services or extinguish amounts lawfully due.

7. Failed payments and collection

A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of that failure. The period expires at 11:59 PM prevailing Eastern Time on the third calendar day after notice. Notice on Tuesday produces a Friday 11:59 PM ET deadline. Payment retries or repeated reminders for the same unpaid obligation do not restart that period.

After the deadline expires without successful payment, ASEB may suspend all Services until all amounts due are current. Amounts already due remain payable. Suspension does not extend the service period, create credits or refunds, or itself cancel Services or committed billing obligations. Payment-related suspension does not itself trigger the pause reactivation fee.

Client will promptly identify a specific, good-faith invoice dispute in writing with reasonable supporting detail and pay amounts not covered by that dispute when due. This does not waive either party's lawful dispute rights. Client is responsible for reasonable costs of collecting overdue amounts that were not subject to a timely, specific, good-faith written dispute supported by reasonable detail, or that are ultimately agreed or determined to be owed, including reasonable attorneys' fees incurred in that collection, to the extent permitted by law. This is not a penalty or late charge. Any statutory reciprocal fee rights remain applicable.

8. Cancellation, Production Commitment Date, and pauses

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including applicable daylight saving time.

Production Commitment Date means the 15th of each calendar month. It applies only to Services or bundles identified as subject to it in the applicable SOW and Service Schedule. To be before that date, ASEB must receive the request no later than 11:59 PM prevailing Eastern Time on the 14th.

For those Services, cancellation before the 15th ends service at the current month-end, with no following-month recurring charge. Cancellation received at any time on or after the 15th leaves the full following month committed and payable; service ends at the following month-end. A pause requested before the 15th becomes effective at current month-end. A pause requested on or after the 15th becomes effective after the already-committed following month, which remains payable.

Simplton does not use the Production Commitment Date. For Simplton and other recurring Services without that rule, cancellation intended to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before the next renewal. Timely cancellation prevents that renewal charge; service or access continues through the already-paid billing period. A pause may become effective at paid-cycle end if requested before renewal. There is no prorated refund for unused service time.

Before reactivation of paused Services, Client's account must be current and the reactivation fee stated in the applicable SOW or incorporated Service Schedule must be paid. Resumption follows normal production/onboarding scheduling. That fee does not include unlimited re-onboarding. Reasonably required substantial rebuilding, re-onboarding, credential recovery, integration work, or other work beyond ordinary reactivation may be separately quoted.

Once a pause becomes effective, the applicable recurring ASEB fee stops for the paused period and ASEB need not provide active management, content production, posting, campaign management, optimization, or other normal managed-service labor for that Service. The pause does not extend an already-paid period or erase amounts previously due or committed. Client remains responsible for third-party costs needed to maintain platforms, hosting, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable paid or premium features not separately paid for. A pause does not require ASEB to provide free hosting, software, CRM access, licenses, telecommunications, integrations, or other resources that cost ASEB. Any continued paid access or third-party expense requires an accepted arrangement or Client payment directly to the provider; this paragraph does not authorize unquoted ASEB charges. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period, ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another paid access or service arrangement accepted by ASEB. Simplton's separate cancellation rights remain unchanged.

Project and custom-work cancellation/payment rules are stated in the applicable SOW. Mixed-service requests are applied to the affected lines or bundles, with separate effective dates where necessary. These ordinary cancellation provisions do not eliminate remedies for ASEB's material breach under Section 19 or nonwaivable law.

9. Written account-status notice

Cancellation, pause, and similar account-status requests must be in writing by email or another written communication channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal communications are not effective notice. If ASEB later acknowledges an informal request in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the time of the earlier informal communication, unless ASEB expressly agrees in writing to another effective timestamp.

ASEB's recorded written receipt timestamp controls contractual timing for a request submitted through an authorized written channel; it records receipt, not a later processing date. The request should identify Client and affected Services. Each party will keep its contact information current. Failed-payment and other contractual notices to Client may be provided in writing through Client's agreed account contact channel. This section does not restrict legally valid communications opt-outs, unsubscribe requests, privacy-rights requests, statutory notices, other legally protected communications rights, or formal service of process.

10. Late content changes

Changes intended for an upcoming month should be supplied at least 15 calendar days before its first day. Client receives two included late-change requests per Client account per calendar month, across the account, unless an applicable SOW expressly provides otherwise. Each included late change covers one post and one revision to that post. The ledger uses the request month in prevailing Eastern Time.

Additional late changes require payment before performance at the charge stated in the applicable SOW or incorporated Service Schedule. Corrections required because ASEB failed to follow previously supplied and accepted instructions do not consume Client's allowance. ASEB may decline impracticable late requests. Extra revisions and non-post work require agreed scope rather than an implied unlimited entitlement.

11. Advertising, communications, and reputation

Client owns its ad accounts and pays all ad spend directly. Ad spend is never included in ASEB service fees. The selected SOW and advertising schedule determine management scope, spending tiers, and separate/custom management fees above the included threshold. ASEB must receive approved budgets and authorized access. Client controls its business strategy, final decisions, budgets, spending, hiring, pricing, offers, representations, regulatory choices, advertising claims, business operations, legal compliance, and professional judgments. ASEB performs only the operational responsibilities expressly assigned to it in an SOW; its information, services, technology, analytics, and decision support do not make it Client's business manager or fiduciary.

Client is responsible for determining the requirements applicable to its communications, including the TCPA, CAN-SPAM, Telemarketing Sales Rule (TSR), federal and state do-not-call rules, state telemarketing laws, and carrier/A2P/10DLC requirements. Client represents that contact data was lawfully collected, it has legally sufficient rights and consents for the communication type and jurisdiction, and it will maintain required records; honor opt-outs; maintain and supply suppression/do-not-contact lists; provide accurate sender/business identification; and satisfy applicable registration, licensing, and bonding requirements. A platform feature or A2P/10DLC registration does not establish legal consent.

ASEB may rely on these representations unless it has actual knowledge they are materially false. ASEB may request supporting evidence and suspend affected communications for a reasonable compliance, carrier, security, or legal concern. Each party remains responsible for legal duties that apply directly to its own conduct; Client's responsibilities do not authorize ASEB to knowingly perform unlawful acts.

Client may not direct or supply fake reviews, fabricated testimonials, purchased fake reviews/testimonials, incentives conditioned on positive sentiment, unlawful suppression of legitimate negative reviews, misrepresented reviewer experiences, false social proof, or other prohibited review practices. Client is responsible for lawful incentive disclosures and industry-specific requirements. ASEB may refuse or suspend unlawful or deceptive reputation-management requests.

12. Ownership and licenses

Client retains its ownership interests in Client Data and Client-provided materials. Client Data means data or content supplied by or on behalf of Client or collected for Client through the Services, excluding ASEB Technology. ASEB does not claim ownership of Client Data.

After full payment of amounts due for the applicable deliverables under the SOW, ASEB assigns to Client ASEB's rights in the final client-specific deliverables expressly created for Client and identified as deliverables in that SOW, excluding ASEB Technology and third-party materials. Unselected concepts, working files, and source code are not delivered or transferred unless expressly included.

ASEB Technology includes Simplton, software, source code not expressly sold, reusable code and libraries, frameworks, methodologies, processes, workflows, prompts, automation logic, templates, systems, scoring methodologies, internal tools, dashboards/platform architecture, know-how, trade secrets, reusable documentation, improvements, derivative internal technology, and generic skills and knowledge. APJ Holdings, LLC d/b/a ASEB Consulting retains all rights in ASEB Technology, including when used to produce Client deliverables. Improvements do not give ASEB ownership of Client Data or Client Confidential Information.

To the extent ASEB-owned retained components are embedded in a fully paid transferred deliverable, ASEB grants Client a nonexclusive, worldwide license to use those components solely as incorporated and reasonably necessary to use that deliverable for Client's business, including through its authorized service providers. This license continues with ownership of the deliverable but grants no right to extract, resell, or independently exploit ASEB Technology. Hosted software and Simplton access remain limited to the active subscription and any expressly agreed transition arrangement.

Third-party software, stock assets, fonts, plugins, APIs, platforms, open-source components, licensed data, and similar materials remain governed by their owners' rights and applicable licenses. ASEB cannot transfer rights it does not own. Client receives only the rights expressly granted.

13. Portfolio permission

Unless an SOW or other written agreement provides an opt-out or different terms, Client permits ASEB to display completed public-facing work, Client's name and logo, and non-confidential project descriptions and results in portfolios, case studies, proposals, websites, and marketing. ASEB will not disclose Client Confidential Information under this permission or misrepresent Client endorsement or results.

14. Client Data and AI

Client grants ASEB only rights reasonably necessary to provide, secure, support, improve, and administer the contracted Services, subject to confidentiality, applicable privacy law, and the DPA. This is not a general right to sell Client Data or use identifiable Client information for unrelated purposes.

ASEB does not intentionally use identifiable Client Data or identifiable Client customer/end-user data to train public/general-purpose AI models on ASEB's behalf. ASEB prefers business/API/enterprise configurations and closed or restricted environments where reasonably available and uses commercially reasonable supported provider settings designed to restrict general model training where available.

Client authorizes approved third-party AI and service providers reasonably necessary to perform the Services, subject to the Agreement, applicable terms, and privacy obligations. This is not a representation that every vendor is technically closed, that vendors never process information for their own lawful purposes, or that vendor practices cannot change. ASEB must assess material provider changes against its continuing contractual obligations; changed vendor terms do not silently amend this Agreement.

ASEB may use aggregated or de-identified information for analytics, security, service/product improvement, benchmarking, and operations only where it does not reasonably identify Client or an individual and the use is legally permitted. ASEB will maintain legally required safeguards and not attempt re-identification except as legally permitted for testing or protecting the de-identification process.

AI and automated outputs include information, analysis, summaries, recommendations, classifications, scores, observations, forecasts, generated content, automated assessments, algorithmic outputs, and AI-assisted outputs.

They are informational, analytical, and decision-support tools that may help inform Client decisions. They may contain errors, omissions, inaccuracies, or hallucinations; be incomplete, outdated, non-unique, or unsuitable for a particular circumstance; depend on inaccurate third-party data; vary between runs; or change with models, algorithms, providers, or underlying sources. ASEB does not warrant that they are accurate, complete, current, unique, error-free, fit for a particular business decision, predictive of future performance, or guaranteed to produce a result.

Client must independently verify material information and use its own judgment, investigation, and professional advice as appropriate. Client should not use an output as the sole basis for a material or consequential business decision. Client remains responsible for deciding whether and how to use outputs and for decisions, actions, expenditures, campaigns, communications, investments of business resources, and operational changes based in whole or in part on them. Outputs are not legal, financial, accounting, tax, investment, employment, regulatory, medical, safety, or other licensed or regulated professional advice. ASEB is not Client's investment adviser, attorney, accountant, tax adviser, or other regulated professional adviser. Where Client approval is required, Client must review material facts, claims, pricing, regulatory statements, and Client-specific information before publication or use. These provisions do not excuse ASEB from performing expressly contracted Services.

15. Mutual confidentiality

Confidential Information includes non-public business, pricing, technical, and security information; credentials; Client Data; ASEB methods/software; and trade secrets disclosed in connection with the Agreement and reasonably understood to be confidential. The receiving party will use it only to perform or exercise rights under the Agreement, protect it with reasonable care, and disclose it only to persons or providers needing access and bound by appropriate confidentiality duties.

These duties exclude information the recipient can demonstrate was previously known without a duty, independently developed without use of protected information, publicly available without breach, or lawfully obtained from a third party without restriction. Legally compelled disclosure is permitted, with prior notice where lawful and reasonable cooperation to seek protection. Disclosure will be limited to what is legally required.

On request or termination, each party will return or delete the other's Confidential Information, subject to Section 20, the DPA, and applicable law. During active Services, ASEB need not return or delete information reasonably needed to perform those Services, maintain security, administer the relationship, process billing, collect amounts due, exercise contractual rights, establish, investigate, or defend legal claims, comply with law, or maintain required records. Retention is limited to the applicable purpose and period, subject to lawful deletion and return duties; this does not create indefinite retention rights or narrow applicable DPA or statutory rights. Retained information remains protected. Confidentiality continues while information remains confidential; trade secrets remain protected for as long as applicable law protects them.

16. Security and data incidents

ASEB will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the data and Services under its control. Perfect security, zero incidents, certifications, and uptime commitments are not promised.

Client must protect credentials, limit authorized users, use MFA where available and recommended, secure devices, promptly remove former users, report suspected compromise, and maintain lawful security practices for its controlled systems. Do not supply unusually sensitive or regulated data without first agreeing appropriate safeguards and any legally required addendum. The DPA governs applicable processing and incident cooperation. Neither party is relieved of a statutory duty imposed directly upon it.

17. Third-party dependencies and professional limits

Services may depend on HighLevel, Stripe, search engines, social/ad networks, AI providers, carriers, hosting, registrars, DNS/CDN providers, APIs, data providers, marketplaces, plugins, or other SaaS providers. To the fullest extent permitted by law, ASEB is not liable for loss arising solely from their acts, failures, or changes outside ASEB's reasonable control, including outages, API or algorithm changes, feature removal, rate limits, price increases, suspension, discontinuation, ad rejection, carrier filtering, or data inaccuracies. This does not excuse ASEB's own failure to perform expressly contracted responsibilities.

ASEB does not warrant the accuracy, completeness, availability, currency, or continued availability of underlying search-engine, API, directory, ad-platform, social-platform, AI-provider, public-information, database, analytics-provider, data-provider, or third-party-software information on which an analysis depends. ASEB remains responsible for its expressly contracted work.

Third-party changes may require a revised scope or alternative. ASEB will communicate material known impacts reasonably promptly; they do not authorize unilateral increases to signed ASEB fees. Client must comply with applicable third-party terms. Usage/platform charges excluded by an SOW remain excluded.

ASEB does not provide legal, tax, medical, accounting, or other regulated professional advice through marketing, software, AI, technical work, or compliance-support features. Client must obtain its own advice concerning advertising, accessibility, privacy, telemarketing, regulated-industry obligations, licenses, disclosures, offers, and promotions.

Unless expressly included in the SOW, ASEB does not provide legal accessibility certification or warrant compliance with every accessibility law or standard. Included technical accessibility practices are distinct from a legal compliance determination. Nonwaivable legal obligations remain intact.

18. No outcome guarantees and warranty limits

ASEB does not guarantee rankings, SEO/local-search position, AEO/GEO/AI visibility, AI citations, leads or lead quality, appointments, sales, revenue, ROAS, conversion rates, traffic, reach, engagement, deliverability, ad approval, account availability, review volume, reputation scores, or any particular business outcome.

EXCEPT FOR EXPRESS OBLIGATIONS IN THIS AGREEMENT AND RIGHTS THAT CANNOT LAWFULLY BE DISCLAIMED, SERVICES, SOFTWARE, AND AI OUTPUTS ARE PROVIDED WITHOUT IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. NO CONTINUOUS OR ERROR-FREE AVAILABILITY IS PROMISED. These limits do not remove ASEB's express performance, confidentiality, security, or data obligations.

19. Term, breach, and protective suspension

This MSA continues while an SOW remains in effect and as necessary for surviving obligations. Ordinary Client cancellation and pauses follow Section 8. Either party may end this MSA when no SOW remains active, without eliminating accrued rights.

For a material breach other than failed payment, the non-breaching party may give written notice describing the breach and a reasonable opportunity to cure in light of its nature. If not cured within that stated reasonable period, it may terminate the affected SOW by written notice. No cure opportunity is required for an incurable breach or where continued performance would be unlawful. Failed automatic payment uses Section 7's specific cure period.

ASEB may promptly restrict affected access or Services when reasonably necessary to address unlawful use, IP misuse, unauthorized access, confidentiality/security threats, carrier requirements, or system abuse, including nonpayment-related abuse. ASEB will provide notice and an explanation when lawful and practicable, limit restrictions reasonably to the concern, and review restoration when resolved. A simple failed payment is not a pretext to bypass its agreed cure period.

Termination does not erase amounts already due, Client-caused production commitments, or earned project amounts. ASEB will not collect fees for an unperformed future period merely because it terminates for its own convenience. Remedies for ASEB breach and legally required refunds remain available subject to lawful limitations; no unused-time refund is created for ordinary Client cancellation.

20. Transition, access, and retention

Client retains ownership interests in Client Data. For Client-owned accounts, Client retains the account and data subject to its provider terms; ASEB may remove its access when Services end.

For a subaccount operated through ASEB's agency/platform relationship, ASEB may, where technically and commercially supported, permit limited CRM/subaccount access or facilitate a reasonable transfer/export after managed Services end. No perpetual free hosting, specific HighLevel transfer, or permanent platform access is promised. ASEB-paid premium features, AI, phone/SMS/email usage, paid integrations, licenses, premium automations, and third-party subscriptions may be disabled or ended.

If continued access creates third-party costs for ASEB, Client may need to assume those costs, enter a separate access/subscription arrangement, or migrate/transfer/export. ASEB is not required to subsidize those costs indefinitely. Transition assistance beyond the agreed scope may be separately quoted; statutory data rights are not conditioned on purchasing extra services.

Where ASEB controls the relevant export functionality, Client has 30 calendar days after the effective termination date to request an available export or retrieval of Client Data. This is a request window, not a promise that every platform or active or premium Service remains operational for 30 days. ASEB may disable active or premium Services at termination. ASEB will communicate material technical or lawful restrictions and a practical alternative where reasonably available. Client should secure its own copies. Client-owned third-party accounts remain Client's responsibility. ASEB is not responsible for data unavailable from third-party systems outside its control and is not required to recreate data already lawfully deleted.

After the request window, ASEB may delete Client Data under its control, subject to law and the DPA. Backups may persist temporarily under ordinary retention cycles; security, billing, and legal/compliance records may be retained only as lawfully needed and remain protected. Providers may retain data under their own terms. Immediate deletion from every third party is not promised.

21. Client indemnification

To the extent permitted by law, Client will defend, indemnify, and hold harmless ASEB and its affiliates and their respective personnel from third-party claims, resulting damages, and reasonable defense costs, including attorneys' fees, to the extent arising from Client Data or materials; infringement by Client materials; Client business claims/offers or instructions; unlawfully collected contact lists; missing required consent; telemarketing/email/SMS violations attributable to Client data or instructions; Client regulated-business obligations; misuse of Services; violation of law; deceptive review practices supplied or directed by Client; unauthorized third-party rights use; or Client breach of its representations and warranties.

The obligation excludes the portion caused by ASEB's own breach of this Agreement, negligence, or intentional misconduct and does not require indemnity prohibited by law. ASEB will give reasonably prompt notice, with late notice relieving Client only to the extent of material prejudice, provide reasonable cooperation at Client's expense, and allow Client to control the defense through competent counsel reasonably acceptable to ASEB. ASEB may participate through its own counsel at its expense, except reasonable separate defense costs caused by a material conflict or Client's failure to defend remain recoverable. Without ASEB's prior written consent, not unreasonably withheld, Client may not settle a covered claim in a way that admits ASEB fault or wrongdoing, requires ASEB to pay money, imposes liability or any other obligation or injunctive or equitable relief on ASEB, restricts ASEB's business, technology, or operations, or fails to provide an unconditional release of ASEB from the covered claim. No broad ASEB indemnity is created.

22. Liability limitations

TO THE FULLEST EXTENT PERMITTED BY LAW, ASEB'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO AN AFFECTED SOW, UNDER ANY THEORY OF LIABILITY, WILL NOT EXCEED THE FEES ACTUALLY PAID TO ASEB UNDER THAT AFFECTED SOW DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IF FEWER THAN SIX MONTHS OF FEES HAVE BEEN PAID UNDER THAT SOW, THE CAP IS THE AMOUNT ACTUALLY PAID UNDER THAT AFFECTED SOW BEFORE THAT EVENT.

The cap includes setup, initial, recurring, and other service fees actually paid within the applicable measure, but excludes taxes and sums paid directly to third parties. Related claims arising from the same event do not create separate caps. Unrelated SOW fees do not enlarge the affected-SOW cap; losses will not be recovered twice by allocating one claim to multiple documents.

TO THE FULLEST EXTENT PERMITTED BY LAW, ASEB WILL NOT BE LIABLE FOR LOST PROFITS, REVENUE, SALES, BUSINESS, OPPORTUNITY, OR GOODWILL, OR FOR INDIRECT, CONSEQUENTIAL, SPECIAL,

INCIDENTAL, EXEMPLARY, OR CONTRACTUALLY WAIVABLE PUNITIVE DAMAGES, ARISING FROM OR RELATING TO THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY.

These limitations protect ASEB; they do not cap or exclude Client's payment or indemnification obligations, Client misuse or infringement of ASEB/Simplton IP, Client unauthorized access to or use of systems, or Client breach of confidentiality involving ASEB Confidential Information, misuse or unauthorized disclosure of ASEB Confidential Information, or misuse or disclosure of ASEB trade secrets. They do not automatically uncap ASEB's own confidentiality liability. They do not limit liability, remedies, or obligations that cannot legally be limited or excluded. Mandatory statutory rights control any conflict. The parties acknowledge that this allocation of risk is part of the commercial basis for the agreed fees.

23. Disputes, Florida law, and jury waiver

Florida law governs, without applying conflicts rules that would select another jurisdiction's law, subject to nonwaivable law. To the extent enforceable, exclusive venue is in state or federal courts located in or serving Lee County, Florida, and each party consents to their personal jurisdiction.

Before litigation, the complaining party must give written notice describing the dispute and requested resolution, and both parties must make good-faith efforts to resolve it promptly. No fixed waiting period or mandatory mediation is imposed. A party may proceed when those reasonable efforts fail or the other party does not participate reasonably promptly. Immediate injunctive or equitable relief may be sought where reasonably necessary, including for IP misuse, unauthorized access, confidentiality breach, security issues, or nonpayment-related system abuse. Protective filings needed to preserve a nonwaivable deadline are not barred. There is no mandatory arbitration.

MUTUAL JURY TRIAL WAIVER: TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THIS AGREEMENT. EACH HAS HAD AN OPPORTUNITY TO CONSULT INDEPENDENT COUNSEL.

24. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, governmental actions, labor disruptions, internet/telecommunications/hosting/platform outages, API failures, or qualifying cyber incidents. A cyber incident caused by the affected party's failure to use required reasonable safeguards is not excused on that basis. The affected party must give reasonably prompt notice and take commercially reasonable mitigation/resumption steps.

This section does not excuse payments already due for performed Services or validly committed work. It does not create new production commitments or excuse an independently required security or statutory obligation. If disruption materially prevents continued performance, the parties will address a practical revised scope or termination of affected future Services rather than assume indefinite performance or hosting.

25. General terms and execution

The parties are independent contractors. No partnership, joint venture, fiduciary, employment, or agency relationship is created, and neither may bind the other except as expressly authorized.

Client may not assign the Agreement without ASEB's written consent except as legally required. Subject to applicable law, ASEB may assign it to an affiliate, successor, acquirer, or entity involved in a merger, reorganization, or sale of substantially all relevant assets, with the assignee assuming applicable obligations. Assignment does not expand permissible uses of Personal Data.

The Agreement is the entire agreement on its subject. Changes to an executed client agreement require a signed writing, new SOW, amendment, or other mutually accepted electronic agreement. Posting new website or platform terms does not rewrite it. Independently applicable public-site/platform terms may govern their separate subject without overriding executed service terms.

Failure to enforce a provision is not a continuing waiver. An unenforceable provision will be limited only to the lawful extent necessary or severed, with the remainder effective where legally possible. There are no third-party beneficiaries except the protected persons expressly identified in Section 21.

Accrued payment obligations, confidentiality, ownership/licenses intended to continue, lawful liability limitations, indemnification, dispute terms, accrued rights, and applicable transition/retention/deletion duties survive termination.

The parties consent to electronic records, signatures, and counterparts having the same intended effect as originals to the extent permitted by applicable law. Signed copies and available execution/audit information will be retained; no particular platform evidence feature is promised.

26. Signatures

Client legal name: [Client legal name] Authorized signer: [name] Title: [title] Business email: [email] Signature: [signature] Date: [date]

APJ Holdings, LLC d/b/a ASEB Consulting Authorized signer: [name] Title: [title] Business email: [email] Signature: [signature] Date: [date]

Alternatively, both parties may execute an SOW expressly incorporating this identified MSA version and supplied Agreement documents.

Service Schedules - Version 1

Only the Service Schedule(s) expressly identified in the signed Statement of Work apply.

Simplton service schedule

Version: 1. For attachment only when selected in the SOW. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. Simplton is ASEB's product/tool, not a separate legal entity. The signed SOW determines actual pricing, scope, start date, renewal date, and applicable schedule version.

Plans and onboarding

Catalog product	Setup baseline	Monthly baseline	Service focus
Simplton: Local Visibility	$299	$399	Local business visibility
Simplton: AI Visibility	$299	$399	Visibility in AI-mediated discovery
Simplton: Local + AI Visibility	$349	$599	Combined local and AI visibility

Catalog setup and monthly prices are editable per deal. The catalog does not specify plan quotas, features, reporting cadence, or support hours. The SOW must identify the actual activities/features, supported accounts, limits, reporting, and support included; plan names alone do not promise specific results or unlimited access. See the visibility-services schedule when selected for visibility activities.

ASEB currently performs manual onboarding/setup. Setup fees remain editable. The client supplies accurate business information and authorized account access. Setup and all initial amounts due must be paid before work begins; setup/onboarding fees are non-refundable once onboarding or work begins. Client delays may move delivery dates but do not delay billing, create credits/refunds, or extend a service period.

Subscription and access

Subscriptions are month-to-month, require autopay, and bill on the 1st of each calendar month. For a mid-month start, ASEB may include the partial initial period in the setup/initial service charge; normal recurring billing then begins on the next 1st. Manual recurring billing is not offered. Stripe handles invoices, payment methods, autopay, and collection. Explicit recurring authorization is required in the SOW.

Simplton does not use the Production Commitment Date. Cancellation at any time before the next renewal prevents that renewal charge. Access remains active through the end of the already-paid billing cycle, with no prorated refund for unused time. For recurring services without a Production Commitment Date, a pause may become effective at the end of the current paid billing cycle if requested before the next renewal.

A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts already due remain payable; suspension does not extend the service period or create credits/refunds. Paid-cycle access remains subject to this payment-suspension rule.

Data, software, and responsible use

Client data belongs to the client. Simplton software, platform, and intellectual property remain the property of APJ Holdings, LLC d/b/a ASEB Consulting; a subscription does not transfer ownership of Simplton. Third-party components remain subject to their respective owners' rights. Final licensing, data export/retention/deletion, confidentiality, and data-processing terms depend on the approved MSA and applicable data terms; do not promise an export format or retention period not agreed.

The client must keep its information accurate, safeguard access, limit access to authorized users, and promptly report suspected misuse. Do not provide passwords through quote fields or repository files. Except where ASEB expressly authorizes it in writing or a right cannot legally be waived, Client may not reverse engineer, decompile, disassemble, or attempt to discover Simplton source code; scrape or extract proprietary system data or scoring methodologies without authorization; copy substantial platform functionality; resell, sublicense, timeshare, or operate Simplton as a service bureau; permit unauthorized third-party access; bypass security controls or usage restrictions; or use extracted ASEB proprietary technology to build or materially assist a competing product. Use must be lawful and within agreed account/usage limits, without abusive automation, malicious content, unauthorized data access, or infringement. Numerical quotas, enforcement procedure, and remediation rights must be documented before being relied on; this schedule invents none. These restrictions apply as part of the signed Simplton Service Schedule, independently of acceptance of public Simplton Terms.

Search engines, AI services, integrations, and other third-party platforms can change, limit, or discontinue access. Simplton may change over time; material scope changes must be addressed through the applicable agreement process. Availability can be affected by maintenance, outages, third-party restrictions, and client access failures. No uptime SLA or continuous availability promise is made here. There is no guaranteed visibility, ranking, citation, traffic, lead, or business result.

Simplton may provide AI, machine-learning, algorithmic, automated-analysis, scoring, recommendation, forecasting, and third-party-data outputs, including information, summaries, classifications, scores, observations, forecasts, generated content, and automated assessments. They are informational, analytical, and decision-support tools that may inform Client decisions. They may contain errors, omissions, inaccuracies, or hallucinations; be incomplete or outdated; vary between runs; depend on inaccurate third-party data; or change as models, algorithms, providers, and sources change. ASEB does not warrant their accuracy, completeness, currency, uniqueness, fitness for a particular business decision, or predictive value. Client must independently verify material information, use independent judgment and investigation, and avoid relying on an output as the sole basis for a material or consequential business decision. Client remains responsible for its decisions, actions, expenditures, campaigns, communications, and operational changes based in whole or in part on outputs. Outputs are not legal, financial, accounting, tax, investment, employment, regulatory, medical, safety, or other regulated professional advice. These limits do not excuse ASEB's expressly contracted duties. ASEB does not warrant the accuracy, completeness, availability, currency, or continued availability of underlying third-party sources.

Exclusions and MSA dependencies

Only expressly selected functions and services are included. Custom development, unlisted integrations, and additional services require an agreed quote. Advertising spend is never included in ASEB fees and is paid directly by the client. The SOW identifies any third-party charges and responsibility for them before purchase. Final warranties, disclaimers, indemnities, liability limits, termination remedies, and enforceable IP/license details are reserved for the MSA, not drafted here.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Social media service schedule

Version: 1. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. Applies to the social services expressly selected in the SOW, including managed-social-local-ai, full-managed-services, and social-add-on. Catalog prices remain editable; the SOW fixes agreed quantities, channels, calendars, prices, and approval milestones.

Included scope

Content creation, graphics, caption writing, and scheduling are included only as stated for the selected package. Social Media Add-On includes 12 Meta posts per month, 4 Google Business Profile posts per month, and 1 blog per month. Do not apply those quantities to other packages. Define post allocation, supported accounts, formats, blog scope, and approval process in the SOW. Additional posts and reels/video use custom quotes; advertising is separate unless expressly included in a selected bundle.

Client approvals are required according to the agreed calendar. No silence-as-approval rule is implied. Client must verify factual accuracy, offers, business claims, dates, and permissions for supplied images, text, music, and other assets. ASEB may move production/delivery dates when client inputs or approvals are late. Such delays do not delay billing, create credits/refunds, or extend the service period.

Production Commitment Date, pauses, and late changes

These catalog recurring social services use the Production Commitment Date, the 15th of each month. Cancellation received before the 15th ends service at current month end with no following-month recurring charge. Cancellation on or after the 15th leaves the full following month payable and ends service at that following month end. No prorated refund for unused time.

A pause requested before the 15th becomes effective at the end of the current month. On or after the 15th, the following month remains payable and the pause begins after that month.

Upcoming-month changes should be supplied at least 15 calendar days before the first of that month. Two late changes per calendar month are included at no charge. One late change means one post and one revision to that post. After two, each additional late change costs $25 and must be paid before ASEB performs it. Corrections required because ASEB failed to follow previously supplied/accepted instructions do not count. ASEB may decline a late change when timing is impracticable. The two included late-change requests are per Client account per calendar month, two total across that account unless an applicable SOW expressly provides otherwise. Each included late change covers one post and one revision to that post. Additional late changes are $25 each, prepaid. ASEB-caused corrections do not consume the allowance. Extra revisions or non-post changes require a scoped agreement rather than an invented automatic charge.

Payment and exclusions

Recurring services are month-to-month and require autopay through Stripe; manual recurring billing is not offered. Billing is on the 1st. Setup and all initial amounts due must be paid before work begins. Setup/onboarding fees are non-refundable once onboarding or work begins. A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts due remain payable; suspension does not extend periods or create credits/refunds.

Photography and video shoots are excluded unless quoted. Advertising spend is always client-funded directly and never included in ASEB fees. Unlisted channels, quantities, community management, and campaign work are not implied. There is no guarantee of reach, engagement, leads, or platform performance. Platform changes/restrictions can affect delivery. Final legal ownership, warranties, liability, and indemnity terms remain MSA dependencies.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Web services schedule

Version: 1. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. Covers Web Design, the web components of Managed Services: Web Management + Local Visibility, Managed Services: Web Management + Local + AI Visibility, and Full Managed Services as expressly selected.

Web Design has a $125/hour catalog baseline and $0 setup baseline. Rates and fees are editable. The SOW must specify estimated hours versus a cap, time reporting, authorized overages, deliverables, acceptance criteria, milestones, initial amounts, and cancellation/payment rules. It is project work, not automatically a monthly commitment.

Managed web/local has $299 setup and $499/month baselines; managed web/local/AI has $349 setup and $799/month baselines. Define sites, pages, update limits, maintenance tasks, reporting, and support in the SOW. These two packages use before-next-renewal cancellation, not the Production Commitment Date. Cancellation before renewal prevents the next charge; service ends with the paid cycle, with no prorated refund. For recurring services without a Production Commitment Date, a pause may become effective at the end of the current paid billing cycle if requested before the next renewal. Full Managed Services remains subject to its bundle's Production Commitment Date: before the 15th, cancellation ends current month and a pause becomes effective at current month end; on or after the 15th, the full following month remains payable, cancellation ends that month, and pause begins afterward.

Recurring services are month-to-month, bill on the 1st, and require autopay through Stripe with explicit SOW authorization; manual recurring billing is not offered. Setup and all initial amounts due are paid before work. Setup/onboarding fees are non-refundable once onboarding or work begins. A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts due remain payable; suspension creates no period extension, credit, or refund.

The client supplies authorized website/domain/hosting access securely, accurate content, licensed assets, and timely approvals. Client delays can move delivery dates but do not delay billing, create credits/refunds, or extend service periods. No automatic acceptance is implied. Hosting, domains, plugins, licenses, backups, recovery, security monitoring, migrations, integrations, and third-party fees are included only if expressly quoted with responsibilities specified. Platform outages and third-party changes may affect work.

Changes outside quoted scope require an agreed change description, price, timing, and payment arrangement before performance. No traffic, conversion, or search-performance guarantee is made. Distinguish client-specific deliverables from ASEB's pre-existing tools, frameworks, templates, and reusable components, and from third-party materials. The SOW identifies deliverables and any source/access handover; final ownership transfer conditions, licenses, warranties, and liability terms will be handled in the MSA. Do not promise ownership of ASEB tools merely because a website uses them.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Visibility services schedule

Version: 1. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. Applies only to Local Visibility and/or AI Visibility selected in Simplton or managed-service products. This schedule adds no standalone price or unlisted deliverables.

Local Visibility concerns discovery of the client's business in relevant local search/platform contexts. AI Visibility concerns discovery or representation in AI-mediated answers and discovery contexts. SEO means search engine optimization; AEO means answer engine optimization; GEO means generative engine optimization. These describe work areas, not guaranteed placement or a promise that every technique is included.

The SOW must specify actual audits, content, profile work, optimization activities, supported properties, reporting cadence, and measurable deliverables. Do not imply specific listing counts, backlinks, citations, rankings, or unlimited work from a product name. Client must supply accurate business descriptions, locations, hours, offers, claims, and authorized access, and review changes promptly. Client delays may shift delivery but do not delay billing, create credits/refunds, or extend service periods.

Search engines, AI systems, directories, and platforms independently control indexing, display, citations, policy, and access. Their changes can affect visibility without ASEB control. No ranking, inclusion, AI citation, traffic, conversion, or lead guarantee applies. Reports depend on available third-party data, attribution, sampling, access, and update timing; they may be incomplete or delayed and are not a complete measure of business results. Define data sources and reporting limitations in the SOW.

Billing and cancellation follow the selected product, not the visibility activity: Simplton cancels before next renewal with paid-cycle access and no prorated refund, and has no Production Commitment Date. Managed web/visibility packages use before-next-renewal cancellation. The social/visibility and Full Managed Services bundles use the Production Commitment Date: before the 15th, end current month and make a pause effective at current month end; on or after the 15th, full next month is payable, cancellation ends next month, and pause starts afterward. For recurring services without a Production Commitment Date, a pause may become effective at the end of the current paid billing cycle if requested before the next renewal.

All recurring services require autopay through Stripe, with no manual recurring billing. Managed services and Simplton renew on the 1st of each calendar month. A mid-month Simplton initial period may be included in setup/initial service charges, with regular billing beginning on the next 1st. Setup and initial amounts are paid before work; setup/onboarding fees are non-refundable once onboarding or work begins. A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts due remain payable, without service-period extension, credits, or refunds for suspension.

Advertising spend is always excluded from ASEB fees and client-funded directly. Unlisted content, development, and third-party purchases are excluded unless expressly scoped. Final warranties, liability, IP, and data terms depend on the approved MSA.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Paid advertising schedule

Version: 1. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. The client owns advertising accounts and pays all ad spend directly to the advertising platform. Actual ad spend is never included in ASEB service fees. ASEB receives authorized management access; the SOW identifies platforms, campaigns, creative scope, reporting, approved budgets, and approval responsibilities.

Monthly client ad spend	Setup baseline	Monthly management baseline
Up to and including $1,000	$150	$100
More than $1,000 through and including $5,000	$150	$350
More than $5,000	Custom quote	Custom quote

Catalog setup and management fees remain editable. Full Managed Services includes management for up to $5,000/month of client ad spend. Spend above $5,000 requires a separate/custom management quote. Do not automatically add a standalone management charge for work already covered by a bundle. Agree any additional fee before increasing managed scope. Apply the continuous boundaries above to fractional-dollar spend as well. Catalog IDs and raw range data remain unchanged; the approved interpretation is documented in catalog notes.

Standalone ad management is month-to-month, bills on the 1st, and cancels before next renewal to prevent that charge, with service through the paid cycle and no prorated refund. It does not use the Production Commitment Date. For recurring services without a Production Commitment Date, a pause may become effective at the end of the current paid billing cycle if requested before the next renewal. Advertising within Full Managed Services follows its bundle rule: Production Commitment Date is the 15th; cancellation before it ends current month, while on/after it the full following month remains payable and service ends that month. A pause before it becomes effective at current month end; on/after it, pause starts after the payable following month.

Recurring autopay through Stripe is required; no manual recurring billing. Setup and initial amounts are paid before work. Setup/onboarding fees are non-refundable once onboarding or work begins. A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts due remain payable; suspension does not extend service or create credits/refunds.

Client is responsible for offer and business-claim accuracy, lawful products/offers, content permissions, account funding, and approvals. Delays may move delivery dates but do not delay billing, create credits/refunds, or extend periods. Platforms may reject ads, suspend accounts, change policies, or limit delivery outside ASEB's control. There is no guarantee of ROAS, leads, sales, revenue, or platform acceptance. Unquoted landing pages, production, photography/video shoots, and additional platforms are out of scope. Final legal allocation of responsibility, warranties, liability, and indemnity is reserved for the MSA.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Lead Generation Platform schedule

Version: 1. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. Catalog baseline: $2,100 setup and $1,999/month, both editable in the SOW.

Included catalog service areas are 24/7 AI voice response, speed-to-lead automation, database reactivation, and reputation management. The SOW defines numbers/accounts, channels, call and message flows, approved scripts, escalation destinations, campaigns, database sources, usage limits, reporting, and onboarding deliverables. 24/7 describes the configured response function, not an uptime guarantee or human staffing commitment.

SMS usage costs, third-party usage costs, and third-party platform fees are excluded. Disclose expected providers, charge responsibilities, and any agreed budgets before activation; no usage allowance or rate is invented here. Unlisted campaigns, channels, custom integrations, and advertising spend are not included.

The client is responsible for its legal right and required consent to contact leads, accurate consent/source records, lawful business claims, and approved scripts. Confirm applicable opt-out/suppression handling and communication restrictions before activation. Do not activate a campaign with unresolved permission evidence. This is an operational prerequisite, not a statement that one consent form satisfies every law. Detailed legal compliance and data-processing obligations remain dependencies for the MSA and applicable data terms.

AI may misunderstand, provide inaccurate output, or fail to recognize context. Agree escalation and review procedures and test representative calls/messages before launch. Technology depends on telephony, messaging, AI, integrations, and other platforms; outages, policy changes, deliverability, and client data quality can affect performance. No guarantee of lead quality, appointments, sales, or revenue is made.

Service is month-to-month with required autopay through Stripe and billing on the 1st; no manual recurring billing. Setup and all initial amounts are paid before work, and setup/onboarding fees are non-refundable once onboarding or work begins. A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts due remain payable; suspension does not extend periods or create credits/refunds.

This product does not use the Production Commitment Date. Cancellation before next renewal prevents the next charge; service ends at paid-cycle end with no prorated refund. For recurring services without a Production Commitment Date, a pause may become effective at the end of the current paid billing cycle if requested before the next renewal. Missing client approvals, access, information, or decisions can move delivery dates but do not delay billing, create credits/refunds, or extend periods. Final warranties, indemnities, liability, data handling, and IP terms are reserved for the MSA.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Custom work and project schedule

Version: 1. Provider: APJ Holdings, LLC d/b/a ASEB Consulting. This framework covers Custom Work and project products where selected. It creates no price or generic cancellation entitlement.

Required SOW scope

Specify the objective; included tasks; explicit exclusions; deliverables and formats; quantities; dependencies and client inputs; responsible approvals; milestones; target dates; objective acceptance criteria; review/revision process; and final handover. Define price as fixed, hourly, per unit, milestone, or an expressly defined recurring arrangement. State editable rates, quantities, estimate versus cap, authorized overages, discounts, initial amounts, later payment dates, cancellation effects, applicable recurring pause rules or agreed project pause rules, and treatment of completed or committed work. Unresolved scope or custom pricing blocks release.

Setup and all initial amounts due must be paid before work begins. Setup/onboarding fees are non-refundable once onboarding or work begins. Project cancellation and remaining payment obligations must be expressly defined in the SOW rather than borrowed from a subscription rule. Changes require agreed scope, price, timing, and payment terms before performance. No automatic acceptance, unlimited revisions, or blanket forfeiture is implied.

Current project catalog anchors

Product	Editable baseline	Catalog scope to carry into SOW
Web Design	$125/hour; $0 setup	Define web scope and acceptance; use web-services schedule
Video: Reel / TikTok Basic Editing	$50/video; $0 setup	Simple trimming, basic jump cuts, auto-generated captions, light background music
Video: High-Retention Dynamic Editing	$100/video; $0 setup	Custom animated captions, heavy sound design, B-roll sourcing, zooms, hooks, motion graphics designed to improve retention
Logo Creation	$100 one-time	Logo creation, up to 3 revisions
Custom Work	Custom	Fully defined in applicable SOW

Specify asset sources/permissions, runtime or complexity limits, delivery formats, revision scope, and acceptance criteria where relevant. Performance-oriented product wording is not a guarantee of retention or business results. Shoots and photography are not implied by editing. These catalog project items have no Production Commitment Date. Do not add one merely because the work is creative.

For recurring services without a Production Commitment Date, a pause may become effective at the end of the current paid billing cycle if requested before the next renewal. If Custom Work is recurring, the SOW must define cadence, renewal, cancellation, and the applicable recurring pause rule expressly and include required autopay authorization. Recurring managed-service work remains month-to-month with billing on the 1st and no manual recurring billing. Stripe handles payments. A failed automatic payment must be cured within 3 calendar days after ASEB provides notice of the failed payment. The cure period expires at 11:59 PM prevailing Eastern Time on the third calendar day after ASEB provides notice of the failed payment. For example, notice on Tuesday gives a deadline of

Friday at 11:59 PM ET. After that period expires without successful payment, ASEB may suspend services until all amounts due are current. Amounts due remain payable and suspension creates no extension, credit, or refund.

Client delays in approvals, access, information, content, assets, or decisions may move delivery dates but do not delay billing, create credits/refunds, or extend a service period. Identify client-specific deliverables separately from ASEB pre-existing tools and third-party materials. Final ownership/licenses, warranties, indemnities, liability, and other legal terms remain MSA dependencies.

Common commercial requirements

All contractual billing, cancellation, pause, production, change-request, and cure deadlines use prevailing Eastern Time, including daylight saving time when applicable. Only for services where the Production Commitment Date applies, "before the 15th" means received no later than 11:59 PM Eastern Time on the 14th. For those services, a request received at any time on or after the 15th falls into the next production commitment period.

All pricing is in U.S. dollars (USD) unless the SOW expressly states otherwise. Applicable taxes legally required to be collected are additional to quoted service fees. No particular service is assumed taxable or exempt; determine applicable taxes for the actual transaction.

For reactivation of paused recurring services: The reactivation fee is $100. Before reactivation, the account must be current and the $100 reactivation fee must be paid. Service resumption is subject to normal production/onboarding scheduling. If substantial re-onboarding, rebuilding, credential recovery, integration work, or other work beyond ordinary reactivation is reasonably required, ASEB may quote that work separately. The $100 fee does not include unlimited re-onboarding work.

During an effective pause, the applicable ASEB recurring fee stops and ASEB need not perform active management, production, posting, campaign management, optimization, or other normal managed-service labor. Client remains responsible for third-party costs needed to maintain hosting, platforms, domains, phone/SMS, licenses, integrations, storage, software, usage, or other paid resources. ASEB may disable premium features not separately paid for and need not provide free hosting, software, CRM access, telecommunications, integrations, or other cost-bearing resources. Continued paid access requires a separate accepted arrangement or direct Client payment to the provider; no unquoted ASEB charge is authorized. A pause may last no more than 90 consecutive calendar days unless ASEB agrees otherwise in writing. After that period ASEB may terminate or offboard the paused Service on written notice unless Client reactivates or enters another accepted paid arrangement. Simplton's separate cancellation rights remain unchanged.

Cancellation, pause, and similar account-status requests must be in writing by email or another written channel expressly designated by ASEB in the applicable SOW, client portal, or account instructions. Phone calls, voicemail, social media messages, in-person conversations, and other informal requests are ineffective. If ASEB later acknowledges one in writing, the effective receipt time is ASEB's written acknowledgment timestamp, not the earlier informal time, unless ASEB expressly agrees in writing to another time. ASEB's recorded written receipt timestamp controls contractual deadlines. Statutory privacy requests, unsubscribe requests, opt-outs, and other legally protected communications rights are unaffected.

Recurring billing is aligned to the 1st of the calendar month. Where the Production Commitment Date does not apply, cancellation to prevent the next recurring charge must be received no later than 11:59 PM prevailing Eastern Time on the final calendar day before that renewal.

Data Processing Addendum - Version 1

Data Processing Addendum

Version: 1

1. Parties, scope, and definitions

This Data Processing Addendum (DPA) forms part of the Agreement between APJ Holdings, LLC d/b/a ASEB Consulting (ASEB) and Client identified in the executed MSA/SOW. It applies when ASEB processes Personal Data on Client's behalf to provide the contracted Services.

Personal Data means information relating to an identified or identifiable individual, including personal information covered by applicable data-protection law. Processing includes collection, use, storage, access, transmission, return, and deletion. Applicable Data Law means privacy, security, and breach-notification law actually applicable to the relevant processing, not every law that exists. A Subprocessor is a provider engaged by ASEB to process Personal Data on Client's behalf. A Data Incident is a confirmed unauthorized acquisition, access, use, disclosure, alteration, loss, or destruction of Client Personal Data in processing covered by this DPA that materially compromises its confidentiality, integrity, or availability, or triggers an applicable legal or contractual notification duty. Unsuccessful attempts or insignificant technical events without compromise are not by themselves Data Incidents. This definition does not narrow any stricter duty imposed by applicable law.

This DPA controls conflicts concerning processing or protection of Personal Data. It does not change quoted fees, add unpurchased functionality, or establish that any particular foreign or state privacy regime applies.

2. Roles and processing description

Client determines its business purposes and lawful instructions and generally acts as controller/business, with ASEB as processor/service provider to the extent those concepts apply. If Client itself acts for another controller, Client must have authority to appoint ASEB as a downstream processor. Roles follow actual activities and applicable law, not labels alone.

ASEB may act separately for its own business-contact administration, invoicing, legal compliance, and security purposes where law permits. Those activities are subject to applicable privacy notices and direct legal obligations, not an unrestricted right to repurpose Client Personal Data. Stripe may have its own roles for payment processing. Client-selected providers may contract directly with Client.

Where this DPA applies, the parties will complete Schedule 1 below in the SOW or an identified, mutually accepted processing-details record linked to that SOW before affected processing begins. Processing lasts for the contracted Services plus authorized transition, deletion, backup, and lawful retention periods. Potential activities include configured CRM, content, visibility, communications, AI-assisted, support, and account-administration functions only to the extent selected. No activity or sensitive-data category is authorized merely because listed as possible here. Schedule 1 is conditional and is not required for an engagement where ASEB does not process Personal Data on Client's behalf.

3. Instructions and Client responsibilities

ASEB will process Personal Data only on documented lawful instructions contained in the Agreement, agreed configurations, or subsequent authorized instructions, except processing required by applicable law. Where lawful, ASEB will inform Client before legally required processing outside its instructions. If ASEB reasonably believes an instruction violates Applicable Data Law, it will inform Client and may pause the affected processing while the parties resolve the concern.

Client is responsible for lawful collection, accurate data, required notices and legally sufficient consents, authority to disclose data to ASEB/providers, purpose and retention choices, and lawful communication lists. Client must minimize supplied data, maintain appropriate suppression records, and obtain advice about its regulated obligations. Special-category, health, financial-account, children's, or similarly sensitive data may be supplied only after ASEB agrees appropriate scope, safeguards, and any required separate terms. This does not imply a certification or authorization to process such data.

ASEB will not sell Personal Data or use it for unrelated advertising on Client's behalf. Where service-provider/processor restrictions apply, ASEB will observe applicable restrictions on sale/sharing, use outside the specified business purposes or direct relationship, and combining data, except as law permits. ASEB will inform Client if it can no longer meet applicable restrictions and cooperate on reasonable steps to stop or remediate unauthorized use. These commitments do not excuse ASEB's own direct legal duties.

4. Confidentiality and security

ASEB will limit access to authorized persons who need it for permitted purposes and are bound by appropriate confidentiality obligations. ASEB will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature, volume, sensitivity, and risks of processing under its control, and adjust them as reasonably needed.

Safeguards will address access management, credential protection, secure handling, incident response, and appropriate protection of stored/transmitted data within ASEB's responsibilities. Particular configurations and shared-responsibility boundaries will be documented for the Services. No certification, particular technology, perfect security, zero-breach outcome, or uptime level is represented.

Client must secure its users/devices and controlled systems, use MFA where available and recommended, manage access and former-user removal, protect credentials, and promptly report suspected compromise. Third-party operational controls remain subject to actual provider capabilities; engaging a Subprocessor does not erase ASEB's contractual obligations.

5. Providers and subprocessors

Client generally authorizes ASEB to engage Subprocessors reasonably necessary for the agreed Services, subject to this DPA. ASEB will maintain an operational list of confirmed Subprocessors, their functions, and verified processing locations where known and make the relevant list available to Client. ASEB will use a documented process to give notice of intended additions or replacements before affected processing where reasonably practicable and required by law. An urgent security or continuity replacement may use prompt subsequent notice where law permits. The internal register is implementation-gated; no unverified provider or location is represented as confirmed by this DPA.

Client may object in writing within 10 business days after applicable notice, on reasonable documented data-protection grounds relating to the affected processing or Service. The parties will seek a practical safeguard or commercially reasonable alternative where available. If they cannot reasonably resolve a valid objection, ASEB may discontinue or terminate the affected processing or Service, subject to mandatory law and accrued obligations. An objection does not automatically terminate unrelated Services or create an automatic refund. Ordinary cancellation charges must not require unlawful processing to continue.

ASEB will select providers with reasonable regard to relevant safeguards and impose written processing/ confidentiality obligations appropriate to their role and no less protective for delegated processing than required by Applicable Data Law. ASEB remains responsible for its Subprocessors' delegated performance to the extent required by this DPA and applicable law, subject to lawful Agreement limitations.

A Client-controlled third-party account or a provider acting independently is not automatically ASEB's Subprocessor. The parties will identify actual roles. This DPA does not guarantee any provider's transfer tool, export format, permanent feature, or data residency.

6. AI and permitted improvement uses

ASEB does not intentionally use identifiable Client Data or identifiable Client customer/end-user data to train public/ general-purpose AI models on ASEB's behalf. ASEB prefers business/API/enterprise configurations and closed or restricted environments where reasonably available and uses commercially reasonable supported provider settings designed to restrict general model training where available.

Approved third-party AI providers may process data as necessary for contracted functionality under appropriate terms and privacy obligations. Not every provider is technically closed, provider practices can change, and independent lawful provider processing is not categorically excluded. ASEB must assess supported settings and material changes for consistency with its obligations and take appropriate steps; a changed provider practice does not override this DPA.

Legally permitted aggregated/de-identified information may be used for analytics, security, service/product improvement, benchmarking, and operations only where it does not reasonably identify Client or an individual. ASEB will maintain applicable safeguards against re-identification and will not treat pseudonymous identifiable records as automatically de-identified. Uses inconsistent with legally binding Client instructions or applicable processor restrictions are not authorized.

7. Individual requests and regulatory assistance

Client handles individuals' requests concerning Client-directed processing and determines the legally required response. ASEB will notify or redirect Client of requests received for such processing, unless law requires ASEB to respond directly, and provide reasonable assistance using information and functions available to it. ASEB will not disclose Client-controlled data to an unverified requester.

ASEB will reasonably assist with applicable assessments, regulator inquiries, and compliance information concerning its processing. The parties will coordinate legally required response times; the Agreement's account-status notice rule does not restrict statutory request methods. Assistance beyond ordinary included scope may be separately quoted where lawful, but legally required cooperation will not be withheld pending a fee agreement.

8. Data Incidents and notification responsibilities

ASEB will notify Client without undue delay after confirming a Data Incident involving Client Personal Data under ASEB's control, and in all events within any stricter applicable statutory or contractual deadline. ASEB will not delay notice merely to finish a full investigation once the notification threshold is met. ASEB will provide information reasonably available about the incident, affected data and individuals, likely consequences, mitigation, and a contact for follow-up, with supplemental information as it becomes available. Nothing in this section delays an earlier notice required by applicable law based on a reason to believe a breach occurred.

ASEB will investigate and take commercially reasonable containment/remediation measures for systems it controls and reasonably cooperate with Client regarding affected processing. Client is responsible for incident response in systems it controls. For provider-controlled systems, the parties will coordinate with the relevant provider and available information; ASEB will pass along relevant provider notices without undue delay.

Client determines and makes notifications legally assigned to Client, including notices to individuals or authorities. ASEB retains its own legally imposed duties, including third-party-agent duties where applicable. Neither a contractual allocation nor a liability limit relieves a party of a nonwaivable statutory obligation. Neither party will issue statements on behalf of the other without authorization except as legally required; cooperation does not give either party a veto over required notices.

An incident notice is not an admission of fault. Allocation of costs and claims follows responsibility under the Agreement and applicable law, not an automatic transfer of all Client statutory obligations to ASEB.

9. Return, deletion, and retention

Where ASEB controls the relevant export functionality, Client has 30 calendar days after the effective termination date to request an available export or retrieval of Client Data, consistent with the MSA and lawful instructions. This is a request window, not a promise that every platform remains fully operational; active and premium Services may be disabled at termination. Client-owned provider accounts and copies remain Client's responsibility. ASEB need not recreate data already lawfully deleted and is not responsible for data unavailable from third-party systems outside its control. No permanent free access or specific transfer capability is guaranteed.

After the request window, or on lawful earlier deletion instructions, ASEB will delete or return Personal Data under its control as applicable, subject to lawful retention. Backups may remain temporarily until ordinary overwrite/deletion cycles and will remain protected and isolated from ordinary use where reasonably feasible. Security, billing, and legal/compliance records may be retained only as permitted or required for relevant purposes. ASEB will direct its Subprocessors as required by their role and Applicable Data Law, but does not promise immediate deletion from all independently controlled third-party systems. Information about material retention limitations will be provided on reasonable request.

10. Cross-border processing and additional jurisdictions

The parties will identify processing locations and applicable transfer restrictions before restricted international processing begins. Where Applicable Data Law requires a transfer mechanism, local addendum, assessment, or additional contract terms, they must adopt the appropriate arrangement before the affected transfer. This DPA alone is not a representation that standard contractual clauses, a certification framework, or foreign processor requirements have been satisfied. ASEB will not knowingly proceed with a prohibited transfer.

11. Information and proportionate review

On reasonable request, ASEB will provide information reasonably necessary to demonstrate compliance with this DPA, which it may reasonably satisfy using existing questionnaires, security documentation, third-party assessments, or certifications if actually available. Routine information review or audit is limited to once per 12-month period. Additional review is permitted if required by law or a regulator, after a confirmed material Data Incident, or where Client has reasonable documented evidence of material noncompliance. Reviews require reasonable advance notice, occur during normal business hours, and are limited to relevant processing, subject to confidentiality, security protections, and minimal disruption.

Reviews must protect other clients' data, privileged information, trade secrets, and system security. They do not authorize penetration testing, unrestricted production access, or disclosure of information ASEB has no right to disclose. An auditor may not be a direct ASEB competitor unless ASEB agrees. An independent qualified reviewer or appropriately redacted evidence may be used. Client bears extraordinary audit costs unless material ASEB noncompliance is identified, subject to applicable law. These procedures must not obstruct regulators, urgent lawful rights, or legally required access.

12. Liability and survival

The Agreement's lawful liability limitations, dispute provisions, and confidentiality terms apply to this DPA; it does not create a separate enlarged cap. Nothing limits duties or rights that cannot legally be limited. Relevant processing, security, confidentiality, cooperation, and retention/deletion duties continue for covered data retained after termination.

Schedule 1. Processing Details (conditional)

Complete this Schedule in the applicable SOW or identify a mutually accepted linked processing-details record before ASEB processes Personal Data on Client's behalf. The entries describe only the selected Services; no Client data or sensitive category is presumed.

Processing detail	Agreed transaction-specific entry
Applicable SOW and Service functions	[identify SOW and selected functions]
Subject matter	[describe affected Client Personal Data processing]
Duration	[service period and authorized transition/retention conditions]
Nature of Processing	[actual operations performed]
Purpose of Processing	[documented Client purposes]
Categories of Personal Data	[actual categories]
Categories of data subjects	[actual individuals concerned]
Special or sensitive categories, if applicable	[identify agreed categories and safeguards, or state none]
Client-specific instructions	[documented instructions]
Client-specific restrictions	[documented restrictions or state none]
Authorized providers, locations, and transfers	[reference verified register and required transfer terms]
Security and incident contacts	[designated contacts and secure reporting channel]