Maintouch Labs, Inc.

Updated: October 26, 2026

These Services Terms and Conditions (these "Terms") govern the marketing and related technology services provided through Maintouch's AI-driven platform and resources (the "Services") by Maintouch Labs, Inc., with a place of business at 2261 Market Street STE 85914, San Francisco, CA, 94114 ("Company"), to the customer identified in an applicable Order Form ("Customer"). These Terms, together with each Order Form that incorporates them and any applicable Addendum (each as defined in Section 9.5), constitute the agreement between the parties (the "Agreement"). Each Order Form is governed by these Terms, and by executing or otherwise accepting an Order Form that references these Terms, Customer agrees to be bound by the Agreement as of the effective date stated in that Order Form. If the individual accepting an Order Form does so on behalf of a company or other entity, that individual represents that they have authority to bind that entity.

1. Services and Support

1.1. **Scope of Services.** Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services identified in the applicable Order Form, together with any onboarding or implementation services described therein ("Implementation Services"). Company will provide Customer with commercially reasonable technical support services.

1.2. **Credits.** Use of the Services is measured in credits ("Credits"). The Order Form sets forth the Fees for each recurring billing period (each, a "Billing Period") and the number of Credits included in those Fees. Credits are consumed as Customer uses the Services, at the consumption rates shown in the Services or Company's documentation, which Company may update on reasonable notice to Customer; updated rates apply only to Credits consumed after the update. Unused Credits expire at the end of each Billing Period and do not roll over, unless otherwise stated in the Order Form. Credits have no cash value, are non-transferable, are non-refundable except as expressly provided in this Agreement, and are forfeited upon expiration or termination of this Agreement. Company's records of Credit consumption, which Customer may view within the Services, are conclusive absent manifest error.

1.3. **Overage.** Usage beyond the Credits included for a Billing Period is billed as overage at the rate set forth in the Order Form ("Overage"). If the Order Form does not provide an Overage rate, Company may pause Credit-consuming features until the next Billing Period or until Customer purchases additional Credits.

1.4. **Backlink Services.** As part of the Services, Customer may search Company's database of third-party publisher websites and request backlink placements, such as link insertions and guest posts, to support Customer's SEO objectives. Company will submit each request to the applicable publisher and return the publisher's proposed placement to Customer through the Services. Customer may approve or decline each proposed placement at its discretion. Reporting includes link URL, anchor text, target page, domain rating, and verification status.

1.5. **Add-On Services.** Additional capacity or managed services, including dedicated content

engineering resources, may be purchased as add-ons in the Order Form and are subject to any applicable Addendum.

1.6. **Third-Party Services.** The Services may interoperate with third-party products and services that Customer connects, such as content management systems, analytics tools, and search platforms ("Third-Party Services"). Customer's use of Third-Party Services is governed by the applicable third-party terms. Company is not responsible for Third-Party Services, and any unavailability, change, or failure of a Third-Party Service shall not constitute a breach of this Agreement by Company.

2. Restrictions and Responsibilities

2.1. **Restrictions.** Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes, or resell, sublicense, or otherwise provide access to the Services to a third party (provided that Customer may use the Services to perform work for its own clients); use the Services or any Output to develop, train, or improve any artificial intelligence or machine learning model, or any product or service that competes with the Services; use any automated means, such as bots, scrapers, or crawlers, to access or extract data from the Services except through interfaces Company provides; or remove any proprietary notices or labels.

2.2. **Accounts and Authorized Users.** Customer shall ensure that only employees and contractors it authorizes ("Authorized Users") access the Services, and that each Authorized User keeps its login credentials confidential. Customer is responsible for all activity under its accounts and for its Authorized Users' compliance with this Agreement, and shall promptly notify Company of any unauthorized access or use.

2.3. **Acceptable Use.** Customer shall not use the Services to: (a) create, publish, or promote content that is unlawful, defamatory, fraudulent, deceptive, harassing, or hateful, or that infringes any third party's intellectual property, privacy, or publicity rights; (b) make false or misleading claims about any product, service, person, or business, including fake reviews, testimonials, or endorsements; (c) impersonate any person or organization; (d) send spam or unsolicited communications, or engage in link schemes, cloaking, doorway pages, or other manipulative practices beyond the Services as offered; (e) interfere with the security or performance of the Services, or circumvent Credit or usage limits, including by creating multiple accounts; or (f) violate any applicable law or the terms of any Third-Party Service. Company may remove or decline to publish content, or suspend Customer's access, if it reasonably believes Customer has violated this Section.

3. Confidentiality and Proprietary Rights

3.1. **Customer Data Ownership.** "Customer Data" means all data, content, materials, and information provided by or on behalf of Customer, or accessed by Company from Customer's

websites, accounts, or systems, in connection with the Services. Customer shall own all right, title, and interest in and to the Customer Data.

3.2. **Confidential Information.** "Confidential Information" means all non-public business, technical, and financial information that one party (the "Disclosing Party") discloses to the other party (the "Receiving Party") that is marked as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Customer's Confidential Information includes Customer Data. Company's Confidential Information includes the Services, the Software, non-public pricing, and the terms of each Order Form. Confidential Information does not include information that the Receiving Party can show (a) is or becomes publicly available without breach of this Agreement, (b) was known to the Receiving Party before disclosure without a duty of confidentiality, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

3.3. **Confidentiality Obligations.** The Receiving Party shall (a) use the Disclosing Party's Confidential Information only to exercise its rights and perform its obligations under this Agreement, (b) protect it using at least the degree of care it uses for its own information of a similar nature, and no less than reasonable care, and (c) disclose it only to its and its affiliates' employees, contractors, advisors, and service providers who need to know it for those purposes and are bound by confidentiality obligations at least as protective as those in this Agreement. The Receiving Party is responsible for any breach of this Section by those recipients. If the Receiving Party is required by law to disclose Confidential Information, it shall give the Disclosing Party prompt notice where legally permitted and reasonable assistance, at the Disclosing Party's expense, in seeking a protective order. Upon the Disclosing Party's written request after termination, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information, except for copies retained in routine backups or as required by law, which remain subject to this Section. These obligations continue during the term of this Agreement and for three (3) years thereafter, and, for trade secrets, for as long as they remain trade secrets under applicable law. Because unauthorized use or disclosure of Confidential Information may cause irreparable harm, the Disclosing Party may seek injunctive relief in addition to any other remedies.

3.4. **Ownership of Output.** As between the parties, Customer shall own all right, title, and interest in and to the content and other materials generated by the Services for Customer ("Output"). Company retains all right, title, and interest in and to the Services and Software, including its models, prompts, templates, know-how, and technology, and any generic or reusable components incorporated into Output.

3.5. **Customer Responsibility for Output.** Customer controls the review, approval, and publication settings for Output within the Services, including any automated publishing Customer enables. Customer is solely responsible for reviewing Output before use and for all Output that Customer publishes or permits the Services to publish.

3.6. **Customer Representations.** Customer represents and warrants that all content, data, access

credentials, and instructions Customer submits to the Services do not infringe or violate any copyright, trademark, privacy right, publicity right, or applicable law, and that Customer has all necessary rights to provide such materials.

3.7. **Usage Data.** Notwithstanding anything to the contrary in this Agreement, Company may collect and analyze data relating to the provision, use, and performance of the Services, and may use Customer Data in de-identified and aggregated form that does not identify Customer or any individual ("Aggregated Data") to provide, maintain, and improve the Services and Company's other products and services. Company owns all Aggregated Data.

3.8. **Feedback.** Customer grants Company a royalty-free, worldwide, perpetual license to use any feedback or suggestions Customer provides to improve the Services.

4. Payment of Fees

4.1. **Fees.** Customer shall pay Company the fees described in the Order Form for the Services, including any Overage and Implementation Services (the "Fees"). Billing frequency, payment method, and payment due dates are as set forth in the Order Form or Company's billing system, and Customer authorizes Company and its payment processors to charge Customer's designated payment method for Fees when due. Except as expressly provided in this Agreement or required by law, Fees are non-refundable, including for partial Billing Periods and unused Credits. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees effective at the start of any Renewal Term, upon forty-five (45) days' prior written notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer shall contact Company no later than sixty (60) days after the date of the first invoice or charge in which the error or problem appeared, as reflected in Company's billing system, in order to receive an adjustment or credit.

4.2. **Backlink Procurement Billing.** If the Order Form includes backlink services, Customer will fund a prepaid balance for backlink procurement (the "Account Balance"). Each time Customer adds funds to the Account Balance, Company charges a service fee equal to a percentage of the amount added, at the rate shown to Customer before payment, such as in the Order Form or as the Maintouch service fee line item at checkout (the "Backlink Service Fee"). The Backlink Service Fee is charged in addition to the amount added and is non-refundable. Company will deduct the publisher's price for each placement, as shown in the Services, from the Account Balance only when Customer approves a proposed placement, and will not charge the Account Balance for any placement Customer declines or does not approve. If the Account Balance is depleted, additional placements will pause until funds are added. Any unused balance automatically rolls over to the following month unless otherwise agreed. Customer authorizes Company to charge Customer's payment method for additions to the Account Balance and the associated Backlink Service Fee, as set forth in the Order Form or Company's billing system. If a publisher does not publish an approved placement within thirty (30) days after Customer's approval, Company will refund the price of that placement to Customer's Account Balance. The price of a published placement is non-refundable, including if the publisher later removes or changes the placement.

4.3. **Late Payments and Taxes.** Amounts not paid when due are subject to a finance charge of

1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in suspension of the Services under Section 4.4. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.4. **Suspension for Nonpayment.** Company may suspend provision of the Services if any amount owed remains unpaid for more than fifteen (15) days after its due date. Services will resume promptly upon receipt of payment. Company may also suspend the Services if Customer initiates a chargeback or payment dispute without first contacting Company as described in Section 4.1.

5. Term and Termination

5.1. **Term.** Subject to earlier termination as provided below, this Agreement will remain in effect for the initial term specified in the Order Form (the "Initial Service Term"). It will automatically renew for successive periods of the same duration (each, a "Renewal Term") unless either party provides written notice of non-renewal within the notice period set forth in the Order Form (or, if none is stated, at least thirty (30) days before the end of the then-current term), or the parties mutually agree in writing to modify the duration of any upcoming Renewal Term. Customer is responsible for the Fees for the full Initial Service Term and each Renewal Term, regardless of billing frequency. Notwithstanding the foregoing, if the Order Form provides for a month-to-month term, Customer may cancel at any time before the next renewal through its account or by notice to Company, and cancellation takes effect at the end of the then-current month.

5.2. **Termination for Cause.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' written notice if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure the breach within that period, or upon ten (10) days' written notice if any amount owed remains unpaid at the end of that period.

5.3. **Effect of Termination.** If Company terminates this Agreement under Section 5.2 for Customer's material breach, Customer shall remain responsible for all Fees owed through the end of the then-current term, which shall become immediately due. Upon any other termination, Customer's obligation to pay Fees ends as of the effective date of termination, Customer shall pay for Services provided through that date, and Company will refund any prepaid Fees attributable to the period after that date. Sections concerning payment, confidentiality, intellectual property, indemnification, disclaimers, and limitations of liability will survive termination.

5.4. **Termination for Convenience.** Company may terminate this Agreement at any time, for any reason or for no reason, upon thirty (30) days' prior written notice to Customer.

6. Warranty and Disclaimer

6.1. **Service Warranty.** Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions and shall perform the Implementation Services in a professional and workmanlike manner. The Services may be temporarily unavailable for maintenance or for causes beyond Company's

reasonable control.

6.2. **Backlink Limitations.** If the Order Form includes backlink services, Customer acknowledges that backlink availability, publisher approval, and link permanence are subject to third-party control. Company does not guarantee publisher acceptance, publication of any approved placement (subject to the refund described in Section 4.2), link longevity, search engine rankings, or SEO performance outcomes resulting from backlink placements. Company does not warrant that any placement will remain active for a specific duration, that publisher content or URLs will remain unchanged, or that a publisher's website will remain available, indexed, or penalty-free. Company does not endorse or assume responsibility for publisher content. Search engines, including Google, maintain policies regarding links and may discount, devalue, or take action with respect to backlinks at any time. Customer is responsible for deciding whether backlink services are appropriate for its website, and Company is not liable for any ranking changes, penalties, or de-indexing attributed to backlink placements.

6.3. **AI-Generated Output.** Customer acknowledges that Output is generated using artificial intelligence and may be inaccurate, incomplete, or similar to content generated for other customers. Company does not warrant the accuracy, originality, or legal compliance of any Output, or any search engine ranking, traffic, or other performance outcome resulting from its use. Customer is responsible for reviewing Output before publishing or relying on it.

6.4. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Limitation of Liability

7.1. **Limitation.** IN NO EVENT WILL COMPANY OR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

8. Indemnification

8.1. **Indemnification by Company.** Company shall indemnify, defend, and hold harmless Customer from any third-party claims arising solely from Company's breach of this Agreement, gross negligence, or willful misconduct. Company's total aggregate liability under this Section 8.1 is subject to, and not in addition to, the aggregate liability cap set forth in Section 7.

8.2. **Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Company from any third-party claims arising from Customer's breach of this Agreement, Customer's misuse of the Services, Customer-provided materials that infringe third-party rights or violate applicable law, or Output that Customer publishes or otherwise uses.

8.3. **Procedures.** The indemnified party shall promptly notify the indemnifying party of any claim and provide reasonable cooperation. The indemnifying party shall have sole control of the defense and settlement, except that it may not settle any claim that imposes obligations beyond monetary payment without the indemnified party's consent.

9. Miscellaneous

9.1. **Severability and Assignment.** If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

9.2. **Completeness.** This Agreement, together with all Order Forms and Addenda, is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements, communications, and other understandings relating to its subject matter. All waivers and modifications must be in writing and signed or electronically accepted by both parties, except as provided in Section 9.8 or otherwise in this Agreement.

9.3. **Choice of Laws, Venue, Jurisdiction.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Subject to Section 9.4, the state and federal courts located in Los Angeles, California shall have exclusive jurisdiction over any action for injunctive or equitable relief or to enforce an arbitration award, and each party consents to such jurisdiction.

9.4. **Mandatory Arbitration.** Except for actions for injunctive or equitable relief, any dispute arising out of or relating to this Agreement shall be resolved by final and binding arbitration in Los Angeles, California, before a single arbitrator, administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect or, if the parties agree, its Streamlined Arbitration Rules and Procedures. The expense of the arbitrator shall be borne equally by the parties, and each party shall bear its own attorneys' fees and costs. Judgment on the award may be entered in any court of competent jurisdiction. Claims may be brought only in an individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

9.5. **Order Forms and Addenda.** "Order Form" means any quote, order, or online checkout that references these Terms, specifies the Services, pricing, Credits, and term, and is executed or otherwise accepted by the parties, including through Company's online checkout or billing system. Each Order Form is governed by this Agreement. "Addendum" means any supplemental terms, such as opt-out terms or the Content Engineering Addendum, that are attached to, linked from, or delivered with an Order Form, or that are otherwise agreed in

writing by both parties, or accepted electronically by Customer, as part of an Order Form. Each Addendum forms part of this Agreement only with respect to the Order Form with which it is provided. If no Addendum is provided, these Terms and the Order Form constitute the entire Agreement. In the event of a conflict, the following order of precedence applies with respect to the Services described in the applicable Order Form: (a) any Addendum; (b) the Order Form; and (c) these Terms.

9.6. **Trademark License.** Customer grants Company a non-exclusive, royalty-free, worldwide license to use Customer's name and logo to identify Customer as a customer of Company, including on Company's website, customer lists, and sales and marketing materials, consistent with any written brand guidelines Customer provides. Customer may revoke this license as to new uses upon thirty (30) days' written notice.

9.7. **Notices.** All notices under this Agreement must be in writing. Notices to Company shall be sent by email to support@maintouch.com, except that notices of breach, indemnification claims, and legal process shall also be sent by courier or certified mail to Company's address set forth in these Terms. Notices to Customer may be sent by email to the contact identified in the Order Form or to the administrative or billing contact on Customer's account, and general notices may also be provided within the Services. Email notices are effective when sent unless the sender receives notice of non-delivery, and notices sent by courier or certified mail are effective upon delivery. Each party shall keep its notice contact information current, and notices sent to the most recent contact information on file are effective.

9.8. **Changes to these Terms.** Company may update these Terms from time to time by posting the updated version. For material changes, Company will notify Customer by email or within the Services at least thirty (30) days before the changes take effect, and the changes will apply from Customer's next Billing Period. Customer's continued use of the Services after the changes take effect constitutes acceptance. If Customer does not agree to the changes, Customer may decline to renew under Section 5.1. Changes to these Terms do not modify any Order Form or Addendum signed by both parties.