

CRM & AI Agent Services Agreement

OBB Holdings LLC (dba HalyardCo) | ExactPay Payroll Services LLC

This Services Agreement (this "Agreement") is entered into by and between:

Provider: OBB Holdings LLC, a Wisconsin limited liability company, doing business as "HalyardCo" ("HalyardCo," "Provider," "we," "us," or "our"); and

Client: ExactPay Payroll Services LLC, a Rhode Island limited liability company ("Client," "you," or "your").

HalyardCo and Client are each a "party" and together the "parties." This Agreement is effective on the date the last party signs (the "Effective Date").

> **Interim agreement.** This is an interim version the parties are signing in good faith to move forward now. The parties intend to replace it with an updated version once each party's legal counsel has reviewed and tightened it; that updated version will supersede this Agreement when signed by both parties. Until then, this Agreement governs.

1. Definitions

For purposes of this Agreement:

- **"Provider"** means OBB Holdings LLC, a Wisconsin limited liability company, doing business as "HalyardCo," the entity that provides the Services, grants the license, disclaims warranties, and limits its liability under this Agreement. "HalyardCo" is a trade name (DBA) of OBB Holdings LLC, and any reference to "HalyardCo" refers to OBB Holdings LLC acting under that trade name.
- **"Services"** means, collectively and as selected by Client in the Order (Section 3), the HalyardCo CRM and the AI Agent, including any updates, configurations, documentation, and support Provider makes available.
- **"HalyardCo CRM"** or the "CRM" means the cloud-based customer-relationship-management application instance that Provider hosts and operates for Client.
- **"AI Agent"** or the "Agent" (branded "Les") means the automated, AI-powered assistant that operates inside the CRM to perform operational tasks at Client's direction, such as data entry, lookups, drafting, and reporting.
- **"Client Data"** means all business data, records, files, and content that Client (or the Agent acting at Client's direction) enters into, uploads to, or generates within the CRM instance.
- **"Output"** means any text, data, summary, draft, record, or other material that the Agent produces or that the Services generate from Client Data.
- **"Client"** (also "you" or "your") means ExactPay Payroll Services LLC, the entity that subscribes to the Services under this Agreement, and its authorized users.
- **"Order"** means the plan, Services, and fees Client selects and agrees to in Section 3.

2. The Services; License Grant

2.1. What the Services are. The HalyardCo CRM is a cloud application that Provider hosts and operates for Client. The AI Agent is automated software that works inside that CRM to assist with operational tasks Client directs. The Services are software tools that Client operates; Provider does not act as Client's payroll provider, accountant, bookkeeper, agent, or fiduciary.

2.2. License grant. Subject to Client's continuous compliance with this Agreement and payment of all applicable fees, Provider grants Client a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services, solely for Client's internal business purposes, for the duration of the Term (Section 10).

2.3. The Services are licensed, not sold. Client receives only the rights expressly granted in this Agreement. Provider reserves all rights not expressly granted.

2.4. Restrictions. Client shall not, and shall not permit any third party to:

- (a) resell, rent, lease, lend, sublicense, assign, distribute, host, or otherwise make the Services available to any third party, including as a service bureau or timeshare;
- (b) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, models, or underlying ideas of the Services, except to the extent this restriction is prohibited by applicable law;
- (c) copy, modify, adapt, translate, or create derivative works of the Services;
- (d) use the Services, the Agent, or any Output to build, train, or benchmark a competing product;
- (e) remove, alter, or obscure any proprietary notices in the Services; or
- (f) circumvent, disable, or interfere with any access-control, security, or usage mechanism, or use the Services beyond the scope of Client's paid subscription.

For clarity, nothing in this Section prevents Client from using the Services internally to run its own business, including managing its own clients, prospects, and contacts. Subsection (a) prohibits only making the Services themselves available to a third party as a standalone, resold, or hosted offering.

2.5. Client responsibility for users and access. Client is responsible for its authorized users' use of the Services, for keeping its logins and credentials secure, and for all activity that occurs under Client's account.

3. Order and Plans

3.1. Client subscribes to the CRM + AI Agent bundle described below. Amounts are in U.S. dollars per month.

Line item	Amount (USD/mo)
HalyardCo CRM + AI Agent ("Les") - bundle, retail	\$1,500
Founding-client discount	-\$700
Client's price (founding-client rate)	\$800

3.2. What's included. The bundle covers both the HalyardCo CRM (the hosted CRM instance) and the AI Agent ("Les," the AI assistant operating inside the CRM). Within Client's discounted \$800/mo rate, the components are attributed as HalyardCo CRM \$300 and AI Agent \$500. The retail figure (\$1,500/mo) is a combined bundle price;

the parties have not allocated a separate retail amount to each component. The founding-client rate of \$800 per month is the fee Client pays and is confirmed by signature.

4. The AI Agent - How It Works and Client's Duty to Review

THIS SECTION IS FUNDAMENTAL. READ IT CAREFULLY.

4.1. The Agent is a helper, not a professional. The Agent performs operational work on a commercially-reasonable-efforts basis. It is automated, AI-powered software: like all such systems, it can make mistakes, misread inputs, "hallucinate," or produce unexpected, incomplete, or inaccurate results. Provider does not warrant that the Agent or its Output will be accurate, complete, current, reliable, or fit for any particular purpose.

4.2. Output is unverified machine work. The Output is automated assistance only. It may contain errors, omissions, or inaccuracies arising from (without limitation) ambiguous or incorrect inputs, unsupported edge cases, model limitations, or software defects.

4.3. Client reviews before Client relies - human in the loop. Client is responsible for reviewing the Agent's work before acting on it, and remains the decision-maker and the last line of review. Independent human review by a qualified person is especially required before Client uses or relies on any Output involving money, pay rates, hours, tax figures, banking or account details, or legal, financial, or compliance matters. Client must not rely on Output without such review. By default, the Agent presents its proposed actions and Output to Client's operator for review and does not take autonomous action; the Agent acts autonomously only where Client's operator explicitly directs it to do so, and Client is responsible for any action it directs or permits the Agent to take.

4.4. The Services do not move money. The Services do not move, hold, disburse, or take custody of any funds. The Agent does not initiate payments, transfers, or payroll runs on Client's behalf. Any such action remains Client's own, taken through Client's own systems after Client's own review.

4.5. Not professional advice. Provider is a software provider. The Services and the Agent do not provide legal, tax, accounting, payroll, HR, financial, or compliance advice, and are not a substitute for a qualified professional. The Agent's Output is operational assistance only. Client's legal, tax, payroll, and regulatory obligations remain Client's own.

4.6. Sole responsibility. Client is solely responsible for reviewing, verifying, and confirming the accuracy, completeness, and appropriateness of all Output before any use, and assumes all risk arising from any failure to do so. To the maximum extent permitted by applicable law, any use of or reliance on Output is at Client's sole risk. This human-review obligation is Client's primary safeguard and is a material condition of the license granted in this Agreement.

5. Ownership and Intellectual Property

5.1. Provider owns the Services and the Agent. As between the parties, Provider (OBB Holdings LLC) retains all right, title, and interest in and to the Services - the HalyardCo CRM, the AI Agent, and all underlying software code, models, configurations, templates, user interfaces, designs, and associated intellectual property rights. "HalyardCo" and associated marks are trade names/trademarks of OBB Holdings LLC. Nothing in this Agreement transfers to Client any ownership interest in the Services or any Provider intellectual property.

5.2. Client owns Client Data. As between the parties, Client retains all right, title, and interest in and to Client Data. Provider does not claim ownership of Client Data. Client grants Provider a limited, non-exclusive license to host,

copy, process, and display Client Data solely as needed to provide, secure, and support the Services for Client.

5.3. Output. As between the parties, and to the extent it constitutes Client Data or is generated from Client Data at Client's direction, the Output belongs to Client. To the extent Provider holds any right in such Output, Provider assigns it to Client. This Section 5.3 does not transfer any right in the Services or the Agent themselves, and does not give Client any exclusive right in outputs that are non-unique or that the Services may generate similarly for others.

5.4. Provider's use of Client Data; third-party models. Provider does not itself train, fine-tune, or improve any general or foundation AI model using Client Data or Output, and Provider uses Client Data only to provide, secure, and support the Services for Client. The AI Agent relies on one or more third-party AI model providers, and which provider or model handles a given task may vary and is not always within Provider's control. That third-party processing is governed by those providers' own terms, which Provider does not control and does not warrant on their behalf.

5.5. Feedback. If Client sends Provider feedback or suggestions about the Services, Provider may use them without restriction or obligation to improve its products.

5.6. Aggregate and de-identified data. Provider may generate and use aggregated, de-identified operational and usage metrics that do not identify Client or any individual to operate, secure, and improve the Services. Provider does not sell Client Data.

6. Client Data, Hosting, Security, and Confidentiality

6.1. Hosted model. Client Data resides in the CRM instance Provider hosts for Client. Provider accesses and processes Client Data only as needed to operate, secure, and support the Services - not for Provider's own purposes.

6.2. Client responsibility for its data. Client is responsible for the Client Data it loads, including having the right to use it and keeping it compliant with the laws that apply to Client (including data-protection, privacy, wage-and-hour, and recordkeeping laws).

6.3. Security. Provider uses commercially reasonable measures designed to protect Client Data. However, no system is perfectly secure, and Provider does not guarantee against every loss, unauthorized access, or disruption.

6.4. Clean exit - data export. During the Term and for ninety (90) days after termination or expiration, Client may request an export of Client Data in a commonly used, machine-readable format. After that 90-day window, Provider may delete Client Data from active systems in the ordinary course, and routine backups will clear on Provider's normal cycle.

6.5. Confidentiality. Each party will keep the other's non-public information confidential and use it only to perform under this Agreement, using at least reasonable care. This does not apply to information that is public through no fault of the receiving party, was already known, is independently developed, or is required to be disclosed by law (with notice where permitted).

6.6. Security-incident notice. If Provider confirms unauthorized access to or acquisition of Client Data in Provider's custody, Provider will notify Client without undue delay and provide the information reasonably available to Provider to assist Client in meeting its own legal notification obligations. Each party remains responsible for its own notification duties under applicable law.

6.7. Data Processing Agreement. The parties' Data Processing Agreement (the "DPA"), once executed, is incorporated into and forms part of this Agreement and governs Provider's processing of any Personal Data within the Client Data on Client's behalf, including the technical and organizational security measures described in

Provider's Security Overview, the authorized subprocessors, breach notification, and the return and deletion of Personal Data. Provider's Security Overview (as it may be updated consistent with the DPA's no-diminishment commitment) describes the security measures and the risks and limitations applicable to the Services and is incorporated by reference. If there is a conflict between the DPA and this Agreement as to the processing of Personal Data, the DPA controls as to that subject matter; in all other respects this Agreement controls. Nothing in the DPA or the Security Overview creates, or is construed to create, any liability, indemnity, or remedy in excess of, or separate from, the exclusions and the aggregate liability cap in Section 9, which control.

6.8. Data scoping. The CRM is intended for Client's relationship and pipeline data - contacts, companies, notes, and documents. It is not the system of record for Client's raw bank account numbers, full Social Security numbers, or complete payroll runs, and Client should keep such highly sensitive records in Client's own dedicated system of record for them. Keeping that data out of the CRM is a shared safeguard that reduces risk to both parties.

7. Fees, Payment, and Taxes

7.1. Month-to-month; billed in advance. The Services are month-to-month and billed monthly in advance, in U.S. dollars, at the fees recorded in the Order (Section 3).

7.2. Due on invoice. Fees are due on receipt of invoice (or on the same day each month). Fees are non-refundable, and no credits or refunds are provided for partial months or unused time.

7.3. Non-payment. If payment is late, Provider may suspend the Services after giving Client reasonable notice, and may terminate for non-payment as provided in Section 10.

7.4. Price changes; founding-rate lock. Provider may change pricing with at least thirty (30) days' written notice before the change takes effect at Client's next billing cycle. Exception: Client's founding-client rate of \$800/month is locked for the first twenty-four (24) months of the Term and will not be increased during that period. Provider may agree pricing exceptions and rate locks like this one on a per-client basis; where so agreed in writing (as here), that arrangement controls over the general price-change right in this Section.

7.5. Payment processing. Billing is handled through Provider's invoicing and payment platform (currently QuickBooks). Client will receive invoices and may pay by the online payment method enabled on the invoice (bank transfer/ACH or card). Client authorizes the resulting charges for the applicable fees and any taxes. Provider may change payment processors on reasonable notice.

7.6. Taxes. Fees are exclusive of taxes. Client is responsible for applicable sales, use, and similar taxes, excluding taxes on Provider's net income.

8. Acceptable Use

8.1. Client is solely responsible for how it uses the Services and for the legality and appropriateness of the Client Data it processes. Client agrees to:

- (a) use the Services only for lawful business purposes;
- (b) process only data Client owns or is authorized to process, in compliance with applicable law;
- (c) review the Output before relying on it, as required by Section 4; and
- (d) maintain the security of its own accounts, credentials, and systems.

8.2. Client shall not use the Services to (a) violate any law or any third party's rights; (b) upload malware or attempt

to breach or overload the Services; (c) generate or process content that is unlawful, harassing, or infringing; or (d) use the Agent to make automated decisions with legal or similarly significant effects on individuals without appropriate human review.

8.3. AI disclosure. If Client configures or deploys the Agent so that it interacts directly with individuals (for example, Client's own contacts or customers), Client is responsible for disclosing to those individuals that they are interacting with an automated AI system rather than a human, where required by law or reasonably expected.

9. Warranties; Disclaimer; Limitation of Liability

9.1. Authority. Each party represents that it has the authority to enter into this Agreement and that the person signing is authorized to bind it.

9.2. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES, THE AGENT, AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER (OBB HOLDINGS LLC) DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PURPOSE.

9.3. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to Client.

9.4. EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, BUSINESS INTERRUPTION, OR REGULATORY OR TAX PENALTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.5. LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES CLIENT PAID TO PROVIDER FOR THE SERVICES IN THE EIGHT (8) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS CAP DOES NOT LIMIT CLIENT'S OBLIGATION TO PAY FEES IT OWES. These limitations apply even if a remedy fails of its essential purpose.

9.6. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to Client. Nothing in Sections 9.2, 9.4, or 9.5 limits liability that cannot be limited under applicable law.

9.7. Exceptions to the cap. The limitations in Sections 9.4 and 9.5 do not apply to: (a) a party's fraud or willful misconduct; (b) Client's obligation to pay fees it owes; (c) Client's indemnification obligations under Section 11; or (d) Client's breach of the license restrictions in Section 2.4 or of Provider's intellectual-property rights.

9.8. Insurance. During the Term, Provider maintains, at its own expense, technology errors-and-omissions /

professional liability insurance with a per-claim limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000. Upon Client's reasonable written request (no more than once per year), Provider will furnish a certificate of insurance evidencing such coverage. This insurance is intended to back Provider's obligations under this Agreement; its existence, amount, or availability does not expand, waive, or otherwise modify the limitations of liability in Section 9, is not a guarantee of any particular recovery, and Provider's maintenance of coverage is not a condition of any limitation in this Section 9.

10. Term, Cancellation, and Suspension

10.1. Term. This Agreement begins on the Effective Date and continues month-to-month for as long as Client maintains an active subscription (the "Term").

10.2. Cancellation for convenience. Either party may cancel this Agreement for any reason with at least thirty (30) days' written notice, effective at the end of the then-current billing period. Fees already paid are non-refundable.

10.3. Termination for breach. Either party may terminate immediately if the other materially breaches this Agreement and does not cure the breach within fifteen (15) days of written notice. Provider may suspend or terminate for non-payment as provided in Section 7.

10.4. Effect of termination. Upon termination or expiration: (a) Client's access to the Services ends; (b) any fees Client owes become due; and (c) Client may export Client Data as described in Section 6.4. Sections 1, 2.3, 2.4, 4, 5, 6.4, 6.5, 7 (as to amounts owed), 8, 9, 11, and 13-16 survive termination or expiration.

10.5. Suspension. Provider may suspend Client's access to the Services, in whole or in part, immediately and with notice where practicable, if Provider reasonably determines that Client's use (a) violates Section 8 or applicable law, (b) poses a security risk to the Services or any third party, or (c) may expose Provider or others to harm or liability. Provider will restore access promptly once the cause is resolved. Suspension does not relieve Client of its payment obligations.

11. Indemnification

11.1. Client will defend, indemnify, and hold harmless Provider (OBB Holdings LLC) and its owners, members, officers, employees, and agents from and against any third-party claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client Data; (b) Client's use of, misuse of, or reliance on the Services or the Output (including any use of Output without the review required by Section 4); (c) Client's breach of this Agreement; or (d) Client's violation of any law or any third-party right.

12. Force Majeure

12.1. Neither party is liable for any delay or failure to perform to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, labor disputes, governmental action, power or telecommunications failures, and internet, cloud, hosting, or third-party-service (including AI-model-provider) outages.

13. Assignment

13.1. Client may not assign or transfer this Agreement, in whole or in part, without Provider's prior written consent, and any attempted assignment in violation of this Section is void. Provider may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement binds and benefits the parties and their permitted successors and assigns.

14. Governing Law and Dispute Resolution

14.1. Governing law. This Agreement is governed by and construed under the laws of the State of Rhode Island, without regard to its conflict-of-laws principles.

14.2. Binding arbitration. Except for claims seeking injunctive or equitable relief and claims to protect intellectual property or confidential information, any dispute arising out of or relating to this Agreement will be resolved by final and binding arbitration administered by a recognized arbitration provider (for example, the American Arbitration Association) under its commercial rules, before a single arbitrator, seated in Providence County, Rhode Island. Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own costs unless the arbitrator awards otherwise.

14.3. Class-action waiver. Each party may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one party's claims or preside over any class or representative proceeding.

14.4. Venue for excepted claims. For any claim not subject to arbitration under Section 14.2, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Providence County, Rhode Island.

15. Notices

15.1. Any formal notice under this Agreement must be in writing and is deemed given when delivered personally, when sent by confirmed email to the address each party designates, or when sent by recognized overnight courier or certified mail to the most recent address the receiving party provided. The parties' notice addresses are:

Provider: OBB Holdings LLC (dba HalyardCo), 3365 S 114th St, West Allis, WI 53227.

Client: ExactPay Payroll Services LLC, 200 Metro Center Blvd, Suite 6, Warwick, RI 02886.

Either party may update its notice address by written notice to the other.

16. General Provisions

16.1. Independent contractors. The parties are independent contractors; this Agreement creates no partnership, joint venture, employment, or agency relationship.

16.2. Entire agreement. This Agreement, including the Order in Section 3, is the entire agreement between the parties regarding the Services and supersedes all prior or contemporaneous discussions, understandings, and agreements on that subject. Any change must be in writing and signed by both parties.

16.3. Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or if it cannot be, severed, and the remaining provisions remain in full force and

effect.

16.4. No waiver. No failure or delay in exercising any right is a waiver of that right, and no waiver is effective unless in writing.

16.5. Export and sanctions compliance. Client will comply with all applicable U.S. export-control and economic-sanctions laws and will not use or export the Services in violation of them.

16.6. Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and together one agreement.

This document is not legal advice. Each party may have its own counsel review it before signing.

Signatures

Provider - HalyardCo (a trade name of OBB Holdings LLC)

Signature: _____ Name: **Luke Olson** Title: **Authorized Member, OBB Holdings LLC**

Date: _____

Client - ExactPay Payroll Services LLC

Signature: _____ Name: **Zach Browning**

Date: _____ Title: _____

Signature: _____ Name: **Craig Force**

Date: _____ Title: _____