

FRANK AI — SERVICE AGREEMENT

Dueño a Dueño LLC, a Wyoming Limited Liability Company ("Company")
and the Client identified in the signature block below ("Client")

Effective upon Client's first payment. Governed by the laws of the State of Tennessee.

Summary: Company will deploy and maintain a custom AI assistant ("Frank") in Client's real estate business. Client commits to 12 months at \$995/month plus a one-time \$995 setup fee. Client owns and is solely responsible for all third-party API accounts and costs. Company provides a dedicated developer for Month 1 setup and ongoing maintenance and live diagnosis throughout the term.

1. SERVICES PROVIDED

Company agrees to deploy, configure, and maintain a custom AI assistant system ("Frank") designed to automate real estate business operations including, but not limited to: lead follow-up, team coordination, bilingual outreach, content generation, document creation, CRM integration, and business workflow automation.

Services are delivered in two phases:

- 1. Setup Phase (Month 1):** Full developer access. Company will connect Client's existing tools, CRM platforms, API accounts, communication systems, and workflows. Client will receive dedicated developer support for onboarding, configuration, and initial deployment. Expected duration: 2-4 weeks.
- 2. Optimization & Maintenance Phase (Months 2-12):** Limited developer access. Support is restricted to system maintenance, bug fixes, platform updates, and performance optimization. New custom builds, integrations, or feature development beyond the original scope require a separate written agreement and additional fees.

Client acknowledges that full system performance typically requires 6-12 months of operation, training, and refinement. Early termination does not entitle Client to a refund based on unrealized performance expectations.

1B. FRANK AI CAPABILITIES & HONEST EXPECTATIONS

What Frank Can Do: Frank is capable of a wide range of tasks including but not limited to: internet research and web scraping; building and maintaining internal platforms and dashboards; tracking and managing current clients and properties; sourcing contact information (emails and phone numbers) for potential client outreach; scheduling and setting calendar appointments; creating video content with proper prompting; generating documents, emails, and written content; automating follow-up sequences; and supporting team coordination and operations.

What Frank Is Not: Frank is not connected to iOS, iPhone systems, or native mobile device functions. Frank operates through web-based platforms and APIs only.

AI Limitations: Like all AI systems, Frank may occasionally produce inaccurate, incomplete,

or hallucinated responses, particularly when operating with limited context, high memory load, or ambiguous instructions. Client acknowledges this is a known characteristic of AI technology and not a defect in the service.

How to Get the Best Results: Frank performs best when given detailed context and specific prompting. The more information Client provides about their business, goals, leads, and processes, the more accurate and effective Frank becomes. Client is responsible for providing sufficient context and direction to achieve desired outcomes.

Ramp-Up Period: Frank will take time to learn Client's business, tone, systems, and preferences. Initial performance may be slower or less precise. Performance improves significantly as context builds over weeks and months. Client should not evaluate the system based on first-week results alone.

2. TERM & COMMITMENT

This Agreement begins on the date of Client's first payment and continues for a minimum of **twelve (12) months**. Client agrees to the full 12-month commitment regardless of usage level or satisfaction during the term.

After the initial 12-month term, the Agreement automatically converts to month-to-month and may be terminated by either party with thirty (30) days written notice. Company reserves the right to terminate this Agreement immediately for non-payment or material breach.

3. FEES & PAYMENT

1. **Setup Fee:** \$995.00 USD, due at signing, non-refundable.
2. **Monthly Fee:** \$995.00 USD/month, billed automatically via Stripe on the same date each month beginning after setup.
3. All fees are non-refundable after onboarding begins. No pro-rated refunds for partial months.
4. Late or failed payments may result in suspension of services. Reactivation after suspension may incur an additional fee.
5. Pricing is subject to change after the initial 12-month term with 30 days written notice.

4. CLIENT RESPONSIBILITIES — API ACCOUNTS & TOKEN USAGE

Client is **solely responsible** for the following:

1. Establishing and maintaining their own accounts with all required third-party API providers, including but not limited to: OpenAI, ElevenLabs, Google, Twilio, and any CRM or communication platform used in the deployment.
2. All costs, charges, overage fees, and billing associated with third-party API usage. Company does not bill for, cap, monitor, or reimburse token usage or API costs incurred on Client's accounts.
3. Securing their own API keys, credentials, and account access. Client agrees not to share API credentials with unauthorized parties and to notify Company immediately of any credential compromise.
4. Ensuring API accounts remain active and in good standing throughout the term. Service interruptions caused by Client's API account issues are not the responsibility of Company.

5. REQUIRED SYSTEMS & CLIENT AVAILABILITY

For successful deployment, Client must provide and maintain the following:

1. An active CRM account (GoHighLevel, HubSpot, or equivalent) with admin access granted to Company's developer.
2. Active phone/SMS system capable of receiving and sending messages (Twilio or GHL native).
3. Active email account for outbound communications.
4. Access to any lead sources, databases, or marketing platforms being integrated.
5. **Client availability:** Client or a designated point of contact must be available for onboarding calls, integration approvals, and feedback sessions as requested by Company's developer during Month 1. Failure to be available may delay setup timelines. Company is not liable for delays caused by Client unavailability.

6. ONBOARDING CALLS & CALENDAR BOOKING

1. Upon payment of the setup fee, Client will receive a calendar booking link via email to schedule their 30-minute onboarding call with an available developer from Company's team.
2. Onboarding calls are conducted via Google Meet with Fathom recording and transcription. By booking a call, Client consents to recording.
3. Calls are assigned on a round-robin basis to available developers. Client may not request a specific developer.
4. Additional calls beyond the initial onboarding may be booked through the same calendar link during Month 1. In Months 2-12, developer calls are limited to scheduled maintenance check-ins.
5. Client is responsible for keeping calendar appointments. Missed appointments with less than 24 hours notice may forfeit that session.

7. DEVELOPER ACCESS LIMITS

Month 1 (Full Access): Dedicated developer for setup, integration, onboarding, and initial deployment. Unlimited working sessions within the month.

Months 2-12 (Ongoing Support): Developer support includes ongoing system maintenance, live diagnosis, platform updates, and performance optimization. Custom development or new integrations beyond original scope require a separate written agreement.

8. HOLD HARMLESS & INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless Dueño a Dueño LLC, its members, officers, employees, and contractors from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Client's use of the Frank AI system; (b) Client's API accounts, data, or third-party services; (c) any content generated or distributed through the system on Client's behalf; (d) Client's violation of any applicable law or regulation; or (e) any claim by a third party arising from Client's business operations.

9. LIMITATION OF LIABILITY & LIABILITY WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S TOTAL LIABILITY TO CLIENT FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE MOST RECENT MONTHLY FEE PAID BY CLIENT (\$995.00 USD).

COMPANY SHALL NOT BE LIABLE FOR ANY: (A) LOST DEALS, LOST REVENUE, OR MISSED LEADS; (B) SYSTEM DOWNTIME, API OUTAGES, OR THIRD-PARTY SERVICE FAILURES; (C) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; (D) INACCURATE AI RESPONSES, CONTENT ERRORS, OR COMMUNICATION FAILURES; OR (E) ANY OUTCOME RESULTING FROM CLIENT'S FAILURE TO MAINTAIN REQUIRED SYSTEMS OR AVAILABILITY.

Client expressly waives any right to claim damages beyond the limitation set forth herein and acknowledges that this limitation is a material term of this Agreement without which Company would not enter into the Agreement.

10. CONFIDENTIALITY

Both parties agree to keep confidential all proprietary systems, business processes, client data, technical implementations, pricing, and trade secrets disclosed during the term and for two (2) years after termination. Company will not sell or share Client's business data with third parties without Client's written consent.

11. NO GUARANTEE OF RESULTS & SCOPE OF SERVICE

Client acknowledges that the Frank AI assistant is **not responsible for generating leads or generating revenue**. Lead generation, deal conversion, and revenue production are solely the responsibility of the Client and their business operations.

The Frank AI assistant is designed to help Client navigate, organize, and follow up with existing leads; streamline internal processes; support team operations; and push business systems and workflows forward. The assistant acts as an operational tool — not a lead source or revenue guarantee.

Company makes no guarantee of specific results, lead volume, revenue outcomes, or business performance. Results vary based on Client's market, data quality, lead sources, team adoption, and business conditions. AI systems require time, data, and iteration to perform optimally.

12. NON-COMPETE & NON-SOLICITATION

12.1 Developer Non-Compete. All developers, agents, contractors, and personnel assigned by Company to Client's account (collectively, "Company Personnel") are bound by separate internal agreements prohibiting them from: (a) replicating, reselling, or independently operating any version of the Frank AI system or substantially similar AI assistant service outside of Dueño a Dueño LLC; (b) directly soliciting, contracting, or accepting business from Client or any client introduced through Company, independently or through a competing service; or (c) disclosing, sharing, or leveraging Company's proprietary systems, methods, or configurations for competing purposes.

12.2 Client Non-Solicitation. Client agrees not to directly solicit, hire, or independently contract any developer, agent, or Company Personnel assigned to their account during the term of this Agreement and for twelve (12) months following termination or expiration.

12.3 Penalty. Any breach of Section 12 by Company Personnel shall be subject to liquidated damages of **\$10,000 USD per violation**, which the parties agree is a reasonable estimate of harm given the proprietary nature of the system and client relationships involved. Any breach by Client under Section 12.2 shall be subject to liquidated damages of **\$5,000 USD per violation**. These penalties are in addition to, and not exclusive of, any other legal remedies available.

13. POST-TERM OPTIONS & RENEWAL

13.1 End of Initial Term. Upon completion of the initial 12-month term, Client will receive written notice from Company no later than 30 days prior to the renewal date with available options.

13.2 Renewal Options. At the end of the initial term, Client may elect one of the following:

1. **Full Renewal** — Continue at \$995/month. All services, maintenance, and base camp support continue as during the initial term.
2. **Maintenance Tier** — Downgrade to a reduced maintenance-only plan. Developer support is limited to critical system fixes and platform updates. Custom development and new integrations are not included. Pricing for this tier will be presented at time of renewal offer.
3. **Cancel** — Client may choose not to renew. Service will conclude at the end of the final paid month. Client retains all API accounts, third-party connections, and data configured during the term. Company retains ownership of all proprietary system architecture, prompt engineering, and workflow templates.

13.3 Month-to-Month. If Client does not respond to the renewal notice within 15 days of the renewal date, service will automatically continue on a month-to-month basis at \$995/month until written cancellation is provided with 30 days notice.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements. Any modifications must be in writing and signed by both parties.

SIGNATURES

CLIENT FULL NAME

ENTITY / COMPANY NAME

EMAIL ADDRESS

PHONE / WHATSAPP

CLIENT SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE — DUEÑO A
DUEÑO LLC

DATE