June 5, 2026

Master Services Agreement

Comprehensive Agreement for AI Services and Automation

Presented to Client

Rekson Systems

Presented by

Rekson Bajimaya

AI Services & Human Verification (HITL)

Understanding AI Outputs and Verification Mandates

The Service Provider employs advanced Large Language Models (LLMs) to enhance productivity. However, AI-generated outputs are inherently probabilistic, necessitating rigorous Human-in-the-Loop (HITL) verification by the Client.

This verification process ensures accuracy and reliability in all production outputs. The Service Provider disclaims liability for any AI hallucinations or data processing errors resulting from the use of LLM technology.

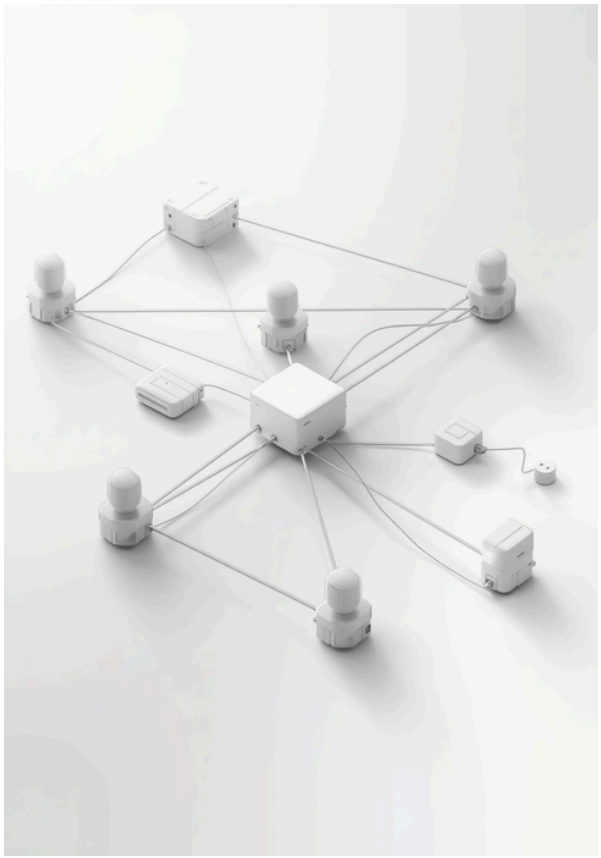


Third-Party Service Interruptions

Safe Harbor Clause for External Dependencies

Service Provider cannot be held liable for interruptions, downtime, or business losses that arise from third-party infrastructure failures. This includes dependencies on platforms like OpenAI, Google Cloud, and others.

Clients must acknowledge that the reliability of system uptime is inherently dependent on these external vendors. Any disruptions from these services can affect the overall performance and availability of the solutions provided.



Managed Billing & Surcharge

15% Handling Surcharge

Handling surcharge applies

Key Points

SURCHARGE

A **15% handling surcharge** applies to all pass-through costs incurred by the Service Provider.

UPFRONT PAYMENTS

The Service Provider covers **upfront external API/VPS payments** to ensure seamless service delivery.

MONTHLY INVOICES

All charges, including the surcharge, will be **reflected in monthly invoices** for transparency.

Intellectual Property

Ownership of Assets and Tradecraft



The Client maintains ownership of all processed data and the final front-end of the website. This ensures that all content generated remains under their control, allowing for seamless integration and management of their digital assets.

The Service Provider retains proprietary rights over the automation logic, including the workflows, custom scripts, and prompt engineering frameworks developed during the project. These elements are considered essential tradecraft, ensuring effective operation and maintenance of the services offered.

Liability & Privacy

Overview of Liability Limits and Data Ownership

LIABILITY LIMITS

- Max aggregate liability: Total fees paid for current milestone only
- No liability for: Indirect, incidental, or consequential business losses
- No liability for: Third-party service interruptions (OpenAI, Meta, Evolution API, Twilio, etc.)
- No liability for: AI hallucinations or probabilistic LLM output errors

CLIENT OBLIGATIONS

- Provide accurate business information for knowledge base setup
- Designate a point of contact for UAT and approval
- Conduct human review of AI outputs before acting on them (HITL)
- Pay retainer on the 1st of each month to maintain service continuity

DATA PRIVACY

- Client owns: All customer data processed through the system
- Client owns: Final website front-end code
- Service Provider retains: Automation logic, workflow architecture, prompt engineering frameworks
- Client responsibility: Obtaining customer consent for data processing
- Service Provider implements: Reasonable security measures
- Neither party guarantees: Protection against third-party data breaches

Agreement Execution

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Rekson Bajimaya — Service Provider
Signature: _____ Date: _____

[Client Name] — Authorized Representative
Signature: _____ Date: _____