

AI VOICE AGENT SERVICES AGREEMENT

Palm Beach Gardens AI LLC • pbgai.net

1. PARTIES

This AI Voice Agent Services Agreement ("Agreement") is entered into as of the date signed below ("Effective Date") by and between:

Service Provider: Palm Beach Gardens AI LLC ("PBGAI"), a Florida limited liability company. Mailing address: 34 N Mahoris Dr., Royal Palm Beach, FL 33411. Email: sales@pbgai.net. Phone: (561) 468-2878. Website: pbgai.net.

Client: The business and individual identified in the signature block below ("Client").

Together referred to as the "Parties."

2. SERVICES

2.1 Description of Services

PBGAI will design, build, and maintain a custom AI Voice Agent ("AI Voice Agent") that lives on Client's website as a voice-enabled widget, engaging Client's website visitors and prospective customers directly. Services include:

- Custom AI Voice Agent — trained on Client's business details, services, and typical customer questions
- Website widget deployment — a voice-enabled button embedded on Client's website; no app or software login required for visitors
- Visitor engagement — answers questions, qualifies interest, and captures lead information (name, phone, email) from website visitors
- Appointment booking — schedules calls or consultations directly with interested visitors when applicable
- Real-time lead notifications — Client is notified by SMS and/or email the moment a visitor engages or a lead is captured
- Dashboard access — Client can view call transcripts, captured leads, and activity in real time through PBGAI's client portal
- Ongoing maintenance and prompt optimization — included in the monthly subscription at no extra charge
- Optional integrations — connecting the AI Voice Agent or captured leads to Client's existing CRM or scheduling software (see Section 4)

2.2 Scope

The specific configuration of Client's AI Voice Agent — including business details, tone, and any optional integrations — is defined during onboarding and confirmed in Exhibit A. Any material changes beyond what's described in Exhibit A may be subject to the integration fee described in Section 4.2.

2.3 Public-Facing Deployment (Default)

Unless otherwise agreed in writing, the AI Voice Agent built under this Agreement is deployed as a public-facing widget on Client's website, engaging directly with Client's prospective and existing customers. This is the standard deployment model under this Agreement.

3. TERM AND TERMINATION

3.1 Term

This Agreement begins on the Effective Date and continues on a month-to-month basis following initial setup, unless terminated as provided below.

3.2 Termination by Client

Client may terminate this Agreement at any time with thirty (30) days written notice to PBGAI. The setup fee already paid is non-refundable. Monthly subscription fees are not prorated for partial months.

3.3 Termination by PBGAI

PBGAI may terminate this Agreement with fourteen (14) days written notice, or immediately upon Client's material breach (including non-payment). Upon termination, PBGAI will provide Client with reasonable access to export their data.

3.4 Effect of Termination

Upon termination, PBGAI will decommission Client's AI Voice Agent and cease all related services. Obligations that by their nature survive termination (including payment, confidentiality, indemnification, and limitation of liability) will remain in effect.

4. FEES AND PAYMENT

4.1 Setup Fee

A one-time setup fee of \$149 is charged per Client and is due in full prior to the AI Voice Agent going live. The setup fee is non-refundable once work has begun.

4.2 Integration Fee (Optional)

An optional one-time integration fee of \$199 applies for complex or paid API integrations beyond the standard setup. Whether an integration fee applies is confirmed in Exhibit A.

4.3 Monthly Subscription

A flat monthly subscription fee of \$69 covers hosting, infrastructure, ongoing maintenance, and support for Client's AI Voice Agent. This fee is not capped or metered by call volume or minutes. The subscription renews automatically each month. Client will be notified of any fee changes with at least thirty (30) days advance notice.

4.4 External CRM Integration Add-On (Optional)

PBGAI's own client dashboard is included at no extra charge as part of the monthly subscription. Clients who want captured leads pushed automatically into an external CRM they already use (e.g., GoHighLevel or similar) may add this functionality for a one-time integration fee of \$199. Whether this add-on applies is confirmed in Exhibit A.

4.5 Standard Pricing Summary

STANDARD PRICING
• Setup fee: \$149 (one-time, per Client) • Monthly subscription: \$69/month flat — not capped or metered by call volume or minutes • Optional integration fee: \$199 one-time, for complex or paid API integrations • Optional external CRM push add-on: \$199 one-time (e.g. GoHighLevel) — PBGAI's own client

dashboard is included at no extra charge

Pricing for this engagement is confirmed in Exhibit A.

4.6 Payment Terms

The setup fee (and any applicable integration or add-on fees) is due upon execution of Exhibit A. Monthly subscriptions are billed on the same date each month. Overdue balances beyond fifteen (15) days may result in service suspension. Client is responsible for any applicable taxes.

5. CONFIDENTIALITY

Each Party agrees to keep the other's confidential information — including but not limited to business data, customer records, pricing, system architecture, and proprietary workflows — strictly confidential and not to disclose it to any third party without prior written consent. This obligation survives termination of this Agreement for a period of three (3) years.

PBGAI will not sell, rent, or share Client's data or customer information with any third party for marketing or promotional purposes.

6. DATA, PRIVACY, AND SECURITY

- Client retains ownership of all business data, customer records, and information processed through the AI Voice Agent.
- PBGAI accesses Client's data only as necessary to provide the Services.
- PBGAI implements reasonable security measures to protect data in transit and at rest.
- Client is responsible for ensuring they have appropriate rights to share any data provided to PBGAI for integration purposes.
- PBGAI's full Privacy Policy is available at pbgai.net/privacy.html and is incorporated by reference.
- Where Client designates staff or other contacts to receive SMS notifications under Section 7, Client is responsible for ensuring each individual's prior, express, written consent is properly obtained and documented before any number is provided to PBGAI for messaging.

7. SMS / TEXT MESSAGE COMMUNICATIONS — CONSENT AND DISCLOSURES

PLEASE READ THIS SECTION CAREFULLY. IT GOVERNS YOUR CONSENT TO RECEIVE TEXT MESSAGES FROM PBGAI.

7.1 Program Description

By signing this Agreement, the individual signing below gives their prior, express, written consent to receive SMS/text messages from Palm Beach Gardens AI LLC ("PBGAI") at the mobile number provided in the signature block of this Agreement. This consent is personal to the signing individual and covers only that mobile number — it does not extend to any other staff member, employee, or contact of Client. Before PBGAI sends SMS notifications to any additional staff member or contact, that individual must separately complete and sign their own Staff SMS Consent Form, giving their own prior, express, written consent (see Section 7.8). Message types the signing Client may receive include:

- Operational call summaries — automated post-call briefs sent to designated staff after AI-handled visitor engagements
- Service alerts — notifications about AI Voice Agent status, issues, or important updates

- Appointment confirmations and reminders — scheduling notifications relevant to Client's operations
- Follow-up communications — messages related to proposals, service agreements, or demos

All SMS communications under this program are sent exclusively to the signing Client and any contacts they directly authorize. PBGAI does not send messages to Client's website visitors or end customers under this program.

7.2 Message Frequency

Message frequency varies based on visitor activity and service events — typically 1–10 messages per day. There is no fixed schedule.

7.3 Message and Data Rates

Message and data rates may apply. Charges depend on your mobile carrier plan. PBGAI is not responsible for any charges imposed by your mobile carrier.

7.4 How to Opt Out

You may opt out of SMS communications at any time by:

- Replying STOP to any text message from PBGAI
- Emailing sales@pbgai.net with “SMS Opt-Out” in the subject line
- Calling (561) 468-2878 and requesting removal

After opting out, you will receive a one-time confirmation message and then no further messages. To resubscribe, reply START.

7.5 Help

For help, reply HELP to any SMS message or contact us at sales@pbgai.net or (561) 468-2878.

7.6 Consent is Voluntary

Consent to receive SMS messages is not a condition of purchasing or receiving PBGAI's services. You may opt out at any time without affecting your service agreement.

7.7 Data Sharing — Mobile Information

Mobile information will not be shared with third parties or affiliates for marketing or promotional purposes.

7.8 Additional Staff Consent Process

This Agreement covers SMS consent for the signing Client only. If Client wishes to designate additional staff members or contacts to receive PBGAI SMS notifications, each individual must give their own prior, express, written consent by completing and signing their own Staff SMS Consent Form before PBGAI will send any messages to that individual's number. The Staff SMS Consent Form is available at pbgai.net/staff-sms-consent.pdf. Client is responsible for distributing the form, ensuring each individual completes and signs it, and returning completed forms to PBGAI at sales@pbgai.net. PBGAI will not send SMS messages to any staff member or additional contact until a completed, signed form for that individual has been received and acknowledged in writing by PBGAI. PBGAI will honor opt-out requests from any individual at any time.

7.9 Privacy Policy and Terms

For more information, see PBGAI's Privacy Policy at pbgai.net/privacy.html and Terms of Service at pbgai.net/terms.html.

7.10 Scope of PBGAI SMS Communications

All SMS messages sent by PBGAI under this Agreement are directed exclusively to the signing Client and any staff or contact numbers Client personally designates and authorizes under Section 7.8. PBGAI does not send messages to Client's website visitors or end customers under this program.

7.11 Record Retention

PBGAI retains a copy of each signed consent obtained under this Section 7 for as long as messages are sent to the relevant number, and for at least four (4) years after consent ends, consistent with TCPA recordkeeping practices. PBGAI will provide a copy of any such record to Client or the relevant individual upon request.

7.12 Optional SMS Consent Checkbox

SMS TEXT MESSAGE CONSENT — OPTIONAL

Optional: check the box only if you want to receive SMS. Leaving it blank will not affect your Agreement or your service.

☐ By checking this box, I, the individual signing this Agreement, give my prior, express, written consent to receive SMS text messages from Palm Beach Gardens AI LLC (PBGAI) at the mobile number I provide in the signature block of this Agreement, including operational call summaries, service alerts, and appointment confirmations and reminders related to my AI Voice Agent service. Message and data rates may apply. Message frequency varies, typically 1 to 10 messages per day. Reply STOP to opt out at any time, or HELP for help. Consent is voluntary and is not a condition of purchasing or receiving PBGAI's services. No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Privacy Policy: pbgai.net/privacy.html Terms of Service: pbgai.net/terms.html

If you checked the box above, add your initials here: _____

Signature: _____ Date: _____

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PBGAI'S TOTAL LIABILITY TO CLIENT FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PBGAI IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

PBGAI shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost revenue, or loss of business opportunity, even if advised of the possibility of such damages.

PBGAI does not guarantee specific business outcomes, revenue increases, or call handling results. AI Voice Agent performance depends on factors outside PBGAI's control including network quality, third-party API availability, and accuracy of information provided by Client.

9. INDEMNIFICATION

Client will indemnify, defend, and hold harmless PBGAI and its members, officers, employees, and agents from any third-party claims, damages, losses, costs, or penalties (including reasonable attorneys' fees) arising from: (a) Client's breach of its consent or compliance representations under this Agreement; (b) data or content Client provided to PBGAI; (c) Client's use of the Services in violation of applicable law, including any TCPA or SMS-related claims brought by Client's customers or any regulatory authority; or (d) Client's designation of any staff member or other contact for SMS notifications under Section 7.8 without that individual's properly obtained and documented prior, express, written consent.

10. INDEPENDENT CONTRACTOR

PBGAI operates as an independent contractor and not as an employee, partner, or agent of Client. Nothing in this Agreement creates any employment relationship, partnership, joint venture, or agency between the Parties.

11. INTELLECTUAL PROPERTY

PBGAI retains ownership of all underlying technology, methodologies, tools, and intellectual property used to build and operate the AI Voice Agent. Client retains ownership of all business data, content, and information provided to or processed by the AI Voice Agent.

Upon full payment of all fees and termination of this Agreement, Client may request export of their data in a standard format.

12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that: (a) it has full authority to enter into this Agreement; (b) this Agreement does not conflict with any other obligation; and (c) it will comply with all applicable laws in connection with this Agreement.

Client further represents that it has obtained all necessary consents to share any customer or staff data with PBGAI for the purpose of providing the Services. Client further represents and warrants that it will not designate any staff member or other contact to receive SMS notifications under Section 7.8 unless that individual has given their own prior, express, written consent via a signed Staff SMS Consent Form, and that Client will maintain reasonable records of any consent it relies on for purposes of this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any dispute arising under or related to this Agreement shall be resolved in the state or federal courts located in Palm Beach County, Florida, and each Party consents to the exclusive jurisdiction of such courts.

14. GENERAL PROVISIONS

- **Entire Agreement:** This Agreement, together with Exhibit A, constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements.
- **Amendments:** Any modification to this Agreement must be in writing and signed by both Parties.
- **Severability:** If any provision of this Agreement is found unenforceable, the remaining provisions continue in full force.
- **Waiver:** Failure to enforce any provision shall not constitute a waiver of future enforcement rights.
- **Notices:** All notices shall be sent via email with confirmation, or certified mail. PBGAI: 34 N Mahoris Dr., Royal Palm Beach, FL 33411 / sales@pbgai.net. Client: address provided in the signature block.
- **Force Majeure:** Neither Party is liable for delays or failures caused by circumstances beyond their reasonable control, including natural disasters, network outages, or third-party service failures.

15. SIGNATURES

By signing below, the Parties agree to all terms and conditions of this Agreement, including the SMS consent provisions in Section 7.

PALM BEACH GARDENS AI LLC	CLIENT
Signature: 	Signature:
Printed Name: 	Printed Name:
Title: 	Business Name:
Date: 	Title:
<i>Brentt Giebner, Founder</i> 34 N Mahoris Dr., Royal Palm Beach, FL 33411 sales@pbgai.net • (561) 468-2878	Date:
	Phone:
	Email:
	Mailing Address:

EXHIBIT A — SCOPE OF WORK

This Exhibit A is incorporated into and forms part of the AI Voice Agent Services Agreement between Palm Beach Gardens AI LLC and the Client named above.

Client Business Name: _____

Website URL (where the AI Voice Agent will be installed): _____

Effective Date: _____

Pricing

- Setup Fee: \$149 (one-time)
- Monthly Subscription: \$69/month (flat, uncapped)
- ☐ Integration Fee applies: \$199 (one-time) — for: _____
- ☐ External CRM Push Add-On applies: \$199 (one-time) — CRM: _____

Deployment

Estimated install date: _____

Testing / approval process: _____

Additional Notes

Both Parties acknowledge and agree to the Scope of Work described in this Exhibit A.

PBGAI Signature: _____	Client Signature: _____
Date: _____	Date: _____