

## THE AI HANDYMAN LLC

### Master Services Agreement & AI Technology Disclaimer

*This agreement outlines the scope of work, responsibilities, and terms for AI and web services provided by The AI Handyman LLC.*

Effective Date: \_\_\_\_\_

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### AI Technology Disclaimer

The AI Handyman LLC utilizes advanced AI technologies—including chatbots, automation tools, and large language models—to provide innovative solutions to clients. While we implement industry-standard safety measures and guardrails, clients acknowledge the following:

- AI is inherently probabilistic and may generate unexpected or inappropriate responses.
- Model updates, API changes, and real-world context shifts may impact performance over time.
- The AI Handyman LLC assumes no liability for financial loss, reputational harm, or business interruptions caused by AI output.

### Ongoing Monitoring and Client Role

It is the client's responsibility to test, monitor, and validate AI tools deployed on their behalf. The AI Handyman LLC will provide basic upkeep and monitoring under an active monthly maintenance plan, including tracking user issues and validating key workflows based on the client's business logic and customer-facing use cases.

Initial validation, testing, and deployment quality checks are included as part of the contracted work. Once deployed, the client is responsible for monitoring ongoing AI behavior and reviewing how the system performs in real-world use.

If users encounter errors, inappropriate content, or potentially harmful responses, clients should notify The AI Handyman LLC immediately. These issues will be addressed promptly at no additional charge under an active maintenance plan.

By signing this agreement, the client acknowledges their responsibility to review system performance in context and communicate relevant feedback.

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## Master Services Agreement (MSA)

**1. Scope of Work** Each project starts with a written plan (called a Statement of Work) that outlines what's being built, how long it will take, and how much it will cost. We'll both agree to this plan before any work begins.

### 2. Payment Terms

- **50% of the quoted fee is due before work begins.**
- Final 50% is due within 30 days of final delivery.
- Monthly maintenance plans are **billed on the 1st of each month and due within 5 business days.**
- Payments not received by the due date may incur a **late fee of \$25 or 2% of the invoice total (whichever is greater)**, added monthly until paid in full.

### 3. Revisions and Post-Launch Support

- All website and app builds include **two rounds of minor revisions**, to be used during the design and development process.
- **Minor revisions** refer to changes that do not significantly alter the scope, timeline, or technical complexity of the original plan (e.g., adjusting text, colors, layout spacing, or swapping media).
- A **two-week consultation and implementation window** begins immediately after project delivery. During this time, The AI Handyman LLC will make reasonable adjustments, troubleshoot launch issues, and answer implementation questions at no additional charge.
- **Routine edits** (e.g., fixing typos, updating hours, swapping images) are included under an active maintenance plan.
- All plans also include a **free tune-up session every six months** to review system performance, explore new AI tools, and align future updates with the client's evolving business needs.
- **Major revisions** or scope changes—such as new feature requests, app expansions, or strategy pivots—will require a new quote and written approval before work begins.

### 4. Rush Fees

Requests requiring turnaround faster than standard timelines may incur a rush fee of 25–50%, agreed upon in advance.

### 5. Cancellation

- If the client cancels after project initiation, the deposit is non-refundable.
- Work completed beyond the deposit will be invoiced.

## 6. Intellectual Property

- Once the final balance is paid, the client receives full ownership of the codebase, media assets, and visual content custom-built for their project. This includes a downloadable copy of the completed site or app (usually provided as a ZIP folder).
- The AI Handyman LLC retains ownership of any reusable backend workflows, system logic, or API connectors developed as part of the solution.
- If the project relies on live hosting (e.g., Vercel), AI pipelines, or integrated databases (e.g., Supabase), these components are managed by The AI Handyman LLC under an active maintenance plan.
- If the client cancels their maintenance plan, these hosted services may be disabled or disconnected. The client will retain access to the delivered codebase but may be responsible for setting up their own hosting, environment variables, and API keys to restore full functionality.
- When a project is under an active maintenance plan, the client agrees to retain a visible footer credit reading:  
“Website by The AI Handyman™ — E&O and Cyber Insurance Certified”  
with an active hyperlink to ‘[www.theaihandyman.ai](http://www.theaihandyman.ai)’.
- This footer credit must remain present on all pages where The AI Handyman LLC’s systems, code, or branding are actively maintained.
- Removal or alteration of this credit without written consent during a maintenance plan may result in termination of services.

## 7. Limit of Liability

The AI Handyman LLC is not liable for incidental, indirect, or consequential damages. Tools and deliverables are provided “as-is” and should not be solely relied upon for mission-critical decisions.

## 8. Confidentiality

Each party agrees to maintain the confidentiality of the other’s proprietary, sensitive, or business information unless otherwise agreed in writing.

## 9. Portfolio Use

The AI Handyman LLC may display completed projects in public portfolios, case studies, or marketing materials.

This may include:

- Screenshots of public-facing pages
  - Basic project descriptions
  - Hyperlinks to public deployments
- All code remains in private GitHub repositories unless otherwise agreed in writing. No proprietary information, credentials, or backend systems will be disclosed.
- If the client wishes to opt out of portfolio use, this must be requested in writing prior to project launch and may incur a Non-Disclosure Buyout Fee of \$250 to offset the loss of marketing value.

## **10. Force Majeure**

Neither party shall be liable for failure or delay in performing obligations if such failure or delay is due to unforeseen events beyond their control, including natural disasters, technical outages, or third-party service disruptions.

## **11. Jurisdiction**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any disputes arising from this agreement shall be resolved exclusively in the state or federal courts located in or serving Naples, Florida, and both parties consent to the personal jurisdiction of those courts.

## **12. API Usage and Token Limits**

All chatbot and AI functionality provided by The AI Handyman LLC is powered by third-party APIs (e.g., OpenAI, Anthropic, Google). Each service plan includes a token usage allowance based on the selected monthly tier:

- **\$100/mo** – up to 10 million tokens/month
- **\$200/mo** – up to 20 million tokens/month
- **\$300/mo** – up to 30 million tokens/month

Token usage is monitored monthly. (A token is a unit of language processing; for example, 1 million tokens is about 750,000 words of AI interaction.) The client will be notified if usage approaches the plan limit. If needed, clients may opt to upgrade their plan or provide their own API key for direct billing, which The AI Handyman LLC can integrate into the project.

Token overages without a client-provided API key may result in temporary service throttling or additional charges. Usage data can be reviewed upon request.

## **13. Platform Access and Responsibility**

The AI Handyman LLC does not provide domain hosting, email hosting, or e-commerce account ownership (e.g., Shopify, Squarespace, Wix). Clients are responsible for creating and managing their own service accounts, including domain registration, DNS settings, payment platforms, and Shopify subscriptions.

The AI Handyman LLC may assist clients via screen share to guide setup or troubleshoot integrations when appropriate but does not directly access or store login credentials for third-party services.

**Shopify-specific Policy:** The AI Handyman LLC operates as a Shopify Partner for development purposes only and will not request or handle client banking information at any time. Demo Shopify stores can be created by The AI Handyman LLC for design and build purposes, with ownership transferred to the client upon completion. Ongoing Shopify billing, account maintenance, product fulfillment, customer support, and dispute resolution are the sole responsibility of the client.

Integration with other e-commerce platforms is available only if the client already has an active account and the platform supports developer access for integration. Scope and feasibility will be determined prior to project start.

#### **14. Data Privacy and Supabase Hosting**

The AI Handyman LLC may provision and manage a Supabase database to store customer data for features such as login portals, email lists, or limited-access content. These databases are hosted securely by The AI Handyman LLC and are available only under an active maintenance plan.

The AI Handyman LLC is responsible for maintaining the privacy, security, and access control of the Supabase database infrastructure. However, the client remains solely responsible for:

- Complying with data protection laws (e.g., GDPR, CCPA),
- Creating and posting an appropriate privacy policy on their site,
- Ensuring lawful use of exported user data (e.g., email marketing compliance),
- Responding to data subject requests (e.g., data deletion, consent management).

Databases will not be transferred to the client, but data exports (e.g., CSV) can be provided upon request. If the maintenance plan is canceled, database access will be revoked and a final data export will be provided.

#### **15. Suspension and Maintenance Plan Termination**

For one-time projects:

- A 50% deposit is required before work begins.
- The remaining 50% is due upon completion and must be paid before final deliverables are handed off or deployed live.
- Deliverables include ZIP files of the codebase, final exports, and deployment to hosting platforms (e.g., Vercel).
- If final payment is not received, The AI Handyman LLC will not release any files or activate the live site.

For ongoing maintenance plans:

- Invoices are issued on the 1st of each month and due by the 7th.
- If payment is not received by the due date, hosting, integrations, and all related services will be suspended immediately.
- Services will be restored as soon as the outstanding balance is paid in full.

This clause does not affect completed one-time projects where all deliverables have already been paid in full.

## 16. Prohibited Use and Immediate Termination

The AI Handyman LLC expressly prohibits the use of any AI tools, websites, bots, or automated systems developed under this agreement to support, enable, or facilitate:

- Illegal product sales or distribution,
- Fraudulent activity,
- Hate speech or targeted harassment,
- Non-consensual data collection,
- Any other activities in violation of local, state, federal, or international law.

If The AI Handyman LLC becomes aware that its work is being used in such a manner—whether intentionally or through client negligence—it reserves the right to immediately terminate all services and report such activity to the appropriate authorities without further notice.

No refund will be issued in such cases, and any unpaid work to date will remain due.

## 17. Insurance Coverage (For Client Awareness Only)

The AI Handyman LLC maintains active Errors & Omissions (E&O) and Cyber Liability insurance with coverage up to \$1,000,000, underwritten by Everspan Indemnity Insurance Company via Embroker. This policy is in place to protect The AI Handyman LLC from third-party claims related to professional negligence or security incidents.

This insurance does not extend coverage to clients directly, nor does it imply shared liability or co-insured status. It exists as part of The AI Handyman LLC's commitment to operating responsibly and securely in the delivery of AI and web services.

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## **Signatures**

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The AI Handyman LLC (Timothy Henize)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_