

TERMS OF ENGAGEMENT - EFFECTIVE January 1, 2026

Boxpilot is committed to providing the best service possible to our Clients. These Terms of Engagement ("Terms") are designed to provide all relevant covenants entered into when engaging Boxpilot, and to assist you in making informed decisions when using Boxpilot services ("Services"). Unless otherwise indicated below, these Terms apply to any website or statement of work that references these Terms.

For the purposes of these Terms, "Boxpilot", "we," "us," and "our" refer to JM Growth Partners, LLC O/A Boxpilot and/or representatives or agents of JM Growth Partners, LLC. Further, "you" or "Client" refers to individuals and companies, their agents or representatives, who have made a decision to engage the Services provided by Boxpilot.

1. INTELLECTUAL PROPERTY & DELIVERABLES

All rights that are not explicitly granted to Clients are reserved by Boxpilot. The Services, Boxpilot's technology, pre-existing IP, proprietary methods, software tools, and any updates or improvements thereto, are owned by Boxpilot and its licensors. Boxpilot and its licensors own all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in our Services.

Upon full payment of all applicable fees and invoices, Boxpilot grants Client a non-exclusive, non-transferable, perpetual license to use the final custom deliverables created specifically for Client under an executed Statement of Work or agreement.

2. CLIENT OBLIGATIONS & ACCEPTANCE

Client agrees to provide timely feedback, assets, approvals, and access required for Boxpilot to perform the Services. Deliverables submitted to Client shall be deemed accepted unless Client provides detailed written notice of any material non-conformity within five (5) business days of receipt.

3. INDEMNITY

Clients agree to indemnify, defend and hold harmless Boxpilot, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from the Client's use of Boxpilot Services, any delays in Services execution resulting from Client action or inaction, any instances where Boxpilot declines the execution of any Services, the Client's violation of any stated Terms

and Conditions in conducting business with Boxpilot, or the Client's infringement, or infringement by any agent or employee of the Client, of any intellectual property or other right of any person or entity.

Boxpilot agrees to indemnify and hold the Client harmless from and against any and all claims, demands, actions, liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of or relating to: physical injuries to persons employed by Boxpilot arising out of execution of Boxpilot Services, physical damages to property owned by Boxpilot arising out of execution of Boxpilot Services, or direct infringement violations of any patent, trademark, copyright or trade secret claim made against the individual technologies and/or methods themselves that Boxpilot utilizes in the process of executing its Services.

For clarity, the Client's indemnity shall not extend to protection against legislated restrictions against the contacting of entities or people. The Client is solely responsible for the content of any Client lists, and the content of the messages Boxpilot communicates on the Client's behalf, as well as the consequences of those messages. Client agrees that Client will not use Boxpilot's services to engage in activities that are illegal, obscene, threatening, defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties.

4. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOXPILOT OR JM GROWTH PARTNERS, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY CLIENT OR ANY THIRD PARTY. BOXPILOT'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CLIENT TO BOXPILOT IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

5. NON-SOLICITATION

During the term of this Agreement and for 12 months following the termination of this Agreement for any reason, the Client agrees not to, whether either individually or in partnership or jointly or in conjunction with anyone else, directly or indirectly, offer to hire or entice away or in any other manner persuade or attempt to persuade any officer, employee, or agent of Boxpilot or its related and affiliated entities to terminate their relationships with Boxpilot or its related or affiliated entities.

6. TERMINATION

Either party may terminate an engagement for convenience upon thirty (60) days' prior written notice to the other party. Either party may terminate immediately upon written notice if the other party materially breaches these Terms and fails to cure such breach within fourteen (14) days of receiving written notice of the breach. Upon termination, Client shall promptly pay Boxpilot for all Services rendered and non-refundable expenses incurred up to the effective date of termination.

7. JURISDICTION & GOVERNING LAW

These Terms and all amendments hereof shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina applicable to contracts made and to be performed therein, without giving effect to its conflict of laws principles. The exclusive venue for any litigation or arbitration related hereto shall occur in the state or federal courts located in Mecklenburg County, North Carolina.

8. CLIENT ACCOUNT POLICY & PAYMENT TERMS

Clients are required to pay any fees, costs or charges incurred during the course of conducting business with Boxpilot. The nature of these charges will be communicated by Boxpilot to the Client ahead of time. In some cases, the exact amount may not be known until after the programs have been conducted. Client is responsible to communicate any budget limitations to Boxpilot.

All Boxpilot invoices are due 30 calendar days from the date of invoice. If your organization's accounts payable policy requires terms beyond this, these may be arranged on a case-by-case basis at Boxpilot's discretion. Boxpilot reserves the right to conduct credit investigations at any time for all clients.

All payments made by check or by electronic transfer (Wire, ACH) must be made payable to either "JM Growth Partners, LLC" or "Boxpilot". All mailed payments should only be directed to 1242 Salem Drive, Charlotte, NC, 28209. Boxpilot will provide Wire Transfer or ACH information to Clients as required. It is the responsibility of the Client to ensure payment is made correctly to Boxpilot for any invoices issued for Services performed by Boxpilot. Payments made by major credit card will be subject to a 3% processing fee.

Any and all Services that are pre-purchased are valid for one year after the date of invoice, after which time any unused services will be deemed expired. Boxpilot may, at its exclusive discretion, extend this expiration period.

Due to the custom nature of Boxpilot Services, Boxpilot does not offer refunds once work has commenced. Boxpilot reserves the right to assess a late payment finance charge of 2% per month (or the maximum allowed by law) on past due balances in a compounding fashion. Accounts past due by greater than sixty (60) days may be submitted to collections at the discretion of Boxpilot.

9. GENERAL PROVISIONS

Unless otherwise agreed in writing, any agreements made between Client and Boxpilot shall, taken together with these Terms of Engagement, constitute the entire agreement between Client and Boxpilot ("Entire Agreement"). There are no additional representations warranties, collateral agreements or conditions relating to the Entire Agreement other than those expressed herein.

Any agreements between the Client and Boxpilot may be executed in counterparts, each of which shall be deemed an original. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties acknowledge and accept these Terms as of the date noted below.

JM Growth Partners, LLC O/A Boxpilot

Client: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____