

CONSULTIPLY LLC

No Guarantee / No Outcome Addendum

Incorporated into the Master Services Agreement by reference. Where this Addendum imposes a more specific or stricter limitation in Consultiplly's favor, the more protective provision controls.

VERSION	DATE
v1.0	September 2026

NO GUARANTEE / NO OUTCOME ADDENDUM

Addendum to the Master Services Agreement

Consultiply LLC · 2048 41st St, Queens, NY 11105 · legal@consultiply.ai

Version 1.0 · September 11, 2026

This No Guarantee / No Outcome Addendum (the “Addendum”) is incorporated into and forms part of the Master Services Agreement (the “MSA”) and each Statement of Work (“SOW”), proposal, order form, or other engagement document between Consultiply LLC, a New York limited liability company (“Consultiply,” “we,” “us,” or “our”), and the client identified in the applicable engagement document (“Client” or “you”).

This Addendum supplements, and does not replace, the disclaimers, acknowledgments, releases, and liability provisions of the MSA, including Section 7 (No Guarantees), Section 10 (AI and Technology Acknowledgment), Section 11 (Liability Waiver), Section 12 (Declined Recommendations), Section 13 (Limitation of Liability), and Section 22 (Governing Law and Disputes), and the AI Risk & Liability Disclosure. Where this Addendum conflicts with the MSA, the MSA controls, except where this Addendum states a more specific or stricter limitation in Consultiply’s favor, in which case the more protective provision controls. Capitalized terms have the meanings given in the MSA.

By signing the MSA, an SOW, or any engagement document referencing this Addendum, or by authorizing Consultiply to begin work under the MSA’s acceptance provision, Client acknowledges and agrees as follows:

1. NO PERFORMANCE OR OUTCOME GUARANTEE

Consultiply gives no representation, warranty, or guarantee, express, implied, statutory, or otherwise, as to any outcome of the Services, including: revenue, profit, sales, conversions, opportunities, market share, customer acquisition or retention, or any other commercial result; cost savings, efficiency, productivity, headcount effects, or workforce change; return on investment, payback period, or business-case realization; operational improvement, throughput, or cycle-time reduction; time-to-result, implementation speed, adoption rate, or change-management success; the quality, accuracy, completeness, currency, or reliability of any AI output, model response, agent action, or recommendation; the performance, uptime, availability, latency, pricing, or continued existence of any Third-Party Tool; or compliance with any law, regulation, framework, certification, or standard.

Illustrative figures. Any forward-looking statement, range, benchmark, illustrative figure, projection, modeled estimate, or example outcome communicated by Consultiply in a proposal, presentation, sales conversation, discovery call, diagnostic readout, demo, workshop, marketing material, case study, prior engagement, or any other context is illustrative only and is not a representation, warranty, or guarantee. Where Consultiply presents a profit-gap or ROI figure, it is presented as a range with its method stated, and the range is an estimate, not a commitment. Only obligations expressly stated in a written SOW signed by both parties are enforceable.

2. ADVISORY ROLE; CLIENT EXECUTION RESPONSIBILITY

Unless an SOW expressly states otherwise, Consultiply’s role is strategic, advisory, and consultative. Execution, implementation, deployment, integration, change management, training adoption, vendor performance, and

operational decisions are Client's sole responsibility. Results depend materially on factors within Client's control, including execution discipline, internal resources, data quality, decision speed, organizational alignment, and prioritization. Consultiplly cannot control Client's personnel, vendors, systems, processes, or outcomes. Where Consultiplly oversees or coordinates a third-party vendor at Client's request, Consultiplly's obligation is limited to the oversight activities stated in the SOW; the vendor's work, and any warranty for it, remains between Client and that vendor. Consistent with Section 4 of the MSA, Consultiplly is not Client's employee, agent, partner, joint venturer, or fiduciary.

3. NO RELIANCE ON PROJECTIONS, EXAMPLES, OR PRIOR RESULTS

Any example, projection, benchmark, case study, reference, prior client outcome, customer-zero result, or anecdote shared by Consultiplly is provided for illustrative or educational purposes only. Past performance, whether of Consultiplly, of Client, of any Third-Party Tool, or of any AI model, does not predict future results. No oral, written, electronic, or other statement by any Consultiplly representative, in any channel, is a guarantee, warranty, or commitment. Client confirms it has not relied on any such statement or example in deciding to engage Consultiplly and is engaging Consultiplly solely on the written terms of the MSA and the applicable SOW.

4. NO IMPLIED WARRANTIES

In addition to Section 7 of the MSA, Consultiplly disclaims all implied warranties to the fullest extent permitted by New York law, including merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, currency, suitability for Client's specific business, legal, or operational context, and any warranty arising from course of dealing, course of performance, or usage of trade. All Services and Deliverables are provided "AS IS" and "AS AVAILABLE."

5. BUSINESS DECISIONS AND ASSUMED RISK

All business decisions, including whether and how to act on any recommendation, Deliverable, AI output, or analysis, remain solely Client's. Consultiplly makes no business, legal, financial, employment, compliance, security, or operational decision on Client's behalf. Client assumes all risk of implementing, modifying, or declining to implement any recommendation, and, per Section 12 of the MSA, releases Consultiplly from any claim arising from a declined or unimplemented recommendation.

6. NO GUARANTEE OF AI PERFORMANCE

Without limiting Sections 10 and 11 of the MSA or the AI Risk & Liability Disclosure: AI systems, including large language models, foundation models, agentic and retrieval-augmented systems, and other generative or predictive AI, are probabilistic, non-deterministic, and continuously evolving. Their outputs may be inaccurate, incomplete, biased, fabricated, outdated, internally inconsistent, or otherwise unreliable, and may vary materially between executions on identical inputs. Model behavior, accuracy, latency, pricing, terms, data handling, and availability may change without notice at the provider's discretion. Consultiplly guarantees nothing regarding the performance, reliability, accuracy, consistency, safety, or business value of any AI tool, model, agent, prompt, prompt library, workflow, integration, or implementation, whoever developed it. AI outputs do not replace human judgment,

professional expertise, or independent verification; Client alone reviews, validates, and approves all AI outputs before relying on, distributing, deploying, or acting on them.

7. LIMITATION OF CLAIMS

No claim, demand, action, or proceeding may be brought against Consultiply or any Released Party (as defined in Section 11 of the MSA) based on: failure to achieve any expected, hoped-for, projected, or estimated result; dissatisfaction with outcomes, pace, or perceived value; differences between Client’s expectations and actual performance; market, competitive, regulatory, or technology change or other external factors; the conduct, performance, pricing, terms, or discontinuation of any Third-Party Tool; or AI hallucination, error, omission, bias, or inaccuracy. Claims against Consultiply may be brought only for material breach of an express written obligation in the MSA or a signed SOW, and remain subject in all respects to the MSA’s exclusions, caps, waivers, and procedures, including the exclusion of indirect and consequential damages (Section 13.1), the aggregate cap (Section 13.2), mediation first (Section 22.2), exclusive New York County venue (Section 22.3), the jury-trial waiver (Section 22.4), and the one-year limitations period (Section 22.6).

8. INCORPORATION AND ORDER OF PRECEDENCE

This Addendum is incorporated into the MSA; every assessment, blueprint, advisory, fractional, workshop, training, or other SOW between the parties; and any related agreement, proposal, order form, or addendum. It is independent of, and survives expiration or termination of, any individual SOW. Where it conflicts with the MSA, the MSA controls, except where this Addendum imposes a more specific or stricter limitation in Consultiply’s favor. Pre-printed terms on Client purchase orders, vendor portals, or invoices are rejected and have no effect.

9. GOVERNING LAW AND DISPUTES

This Addendum is governed by Section 22 of the MSA: New York law; good-faith mediation in New York County before suit; exclusive venue in the state and federal courts located in New York County, New York; waiver of jury trial; prevailing-party attorneys’ fees; and the one-year contractual limitations period for any claim arising out of or relating to this Addendum, other than Consultiply’s claims for non-payment.

ACKNOWLEDGED AND AGREED

CONSULTIPLY	CLIENT
By: _____	By: _____
Name: Gabriel Sierra	Name: _____
Title: Founder & CEO	Title: _____
Date: _____	Date: _____