

NO GUARANTEE / NO OUTCOME ADDENDUM

Cyber Dogs LLC — 2341 Broadwater Ave., Billings, MT 59102 — info@cyberdogs.ai

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 **Cyber Dogs LLC**, a Montana limited liability company with its principal place of business at 2341 Broadwater Ave., Billings, MT 59102 (“**Cyber Dogs**,” “**Provider**,” “**we**,” “**us**,” or “**our**”), and the client identified on the applicable SOW or engagement document (“**Client**” or “**you**”).

This Addendum supplements — and does not replace — the disclaimers, acknowledgments, releases, and liability provisions in the MSA, including without limitation Section 7 (No Guarantees, Warranties, or Outcomes), Section 10 (AI & Technology Acknowledgment), Section 11 (AI Output, Data, and Technology Liability Waiver), Section 12 (Declined Recommendations), Section 13 (Limitation of Liability), and Section 22 (Governing Law; Dispute Resolution; Venue). In the event of any conflict between this Addendum and the MSA, the MSA controls, except where this Addendum states a more specific or stricter limitation in favor of Cyber Dogs, in which case the more protective provision controls.

Capitalized terms used but not defined in this Addendum have the meanings given to them in the MSA.

By signing the MSA, an SOW, or any other engagement document that references this Addendum, or by authorizing Cyber Dogs to begin work as described in the MSA’s Acceptance section, Client expressly acknowledges and agrees to the following:

1. No Performance or Outcome Guarantees

Cyber Dogs makes no representation, warranty, or guarantee — express, implied, statutory, or otherwise — regarding any outcome of the Services, including:

- Revenue, profit, sales, conversions, market share, customer acquisition, retention, or other financial or commercial results;
- Cost savings, efficiency gains, productivity improvements, headcount impact, or workforce transformation;
- Return on investment (ROI), payback period, or business case realization;
- Operational improvements, throughput increases, or reductions in cycle time;
- Time-to-result, speed of implementation, adoption rate, or change-management success;
- Quality, accuracy, completeness, currency, or reliability of any AI output, model response, agent action, or recommendation;

- Performance, uptime, availability, latency, pricing, or continued existence of any Third-Party Tool;
- Compliance with any law, regulation, framework, certification, or industry standard.

Any forward-looking statements, ranges, benchmarks, illustrative figures, projections, or example outcomes communicated by Cyber Dogs in proposals, presentations, sales conversations, discovery calls, demos, workshops, marketing materials, case studies, prior engagements, or any other context are illustrative only and do not constitute representations, warranties, or guarantees. 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, Cyber Dogs' role is strategic, advisory, and consultative. Client acknowledges and agrees that:

- Execution, implementation, deployment, integration, change management, training adoption, and operational decisions are the sole responsibility of Client;
- Results depend materially on factors within Client's control, including Client's execution discipline, internal resources, data quality, decision-making speed, organizational alignment, change-management capabilities, and prioritization;
- Cyber Dogs has no ability to control Client's internal actions, personnel, vendors, systems, processes, or business outcomes; and
- Consistent with Section 4 of the MSA, Cyber Dogs is not Client's employee, agent, partner, joint venturer, or fiduciary, and does not assume operational responsibility for Client's business, technology, or compliance posture.

3. No Reliance on Projections, Examples, or Prior Results

Client acknowledges and agrees that:

- Any examples, projections, benchmarks, case studies, references, prior client outcomes, or anecdotal data shared by Cyber Dogs are provided for illustrative or educational purposes only;
- Past performance — whether of Cyber Dogs, of Client, of any Third-Party Tool, or of any AI model — is not indicative of, and does not predict, future results;
- No oral, written, electronic, or other statement made by any Cyber Dogs representative — including in sales conversations, discovery calls, demos, workshops, Slack or email exchanges, or marketing materials — shall be interpreted as a guarantee, warranty, or commitment; and
- Client has not relied on any such statement or example in deciding to engage Cyber Dogs and is engaging Cyber Dogs based solely on the written terms of the MSA and the applicable SOW.

4. No Implied Warranties

In addition to the disclaimers in Section 7 of the MSA, Cyber Dogs disclaims all implied warranties to the fullest extent permitted by Montana law, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, currency, suitability for Client's specific business, legal, or operational context, and those 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

Client acknowledges and agrees that:

- All business decisions — including whether and how to act on any recommendation, deliverable, AI output, or analysis from Cyber Dogs — remain solely Client's responsibility;
- Cyber Dogs does not make business, legal, financial, employment, compliance, security, or operational decisions on Client's behalf;
- Client assumes all risks associated with implementing, modifying, or declining to implement any advisory recommendation; and
- Per Section 12 of the MSA, if Client declines or fails to implement a Cyber Dogs recommendation — for cost reasons or otherwise — Client expressly assumes all risk associated with that decision and releases Cyber Dogs from any claim arising from or related to the absence of the declined item.

6. No Guarantee of AI Performance or Results

Without limiting Sections 10 and 11 of the MSA, Client expressly acknowledges and agrees that:

- AI systems — including large language models, foundation models, agentic systems, retrieval-augmented systems, and other generative or predictive AI — are probabilistic, non-deterministic, and continuously evolving;
- AI outputs may be inaccurate, incomplete, biased, hallucinated, fabricated, outdated, internally inconsistent, or otherwise unreliable, and may vary materially from one execution to the next using identical inputs;
- AI model behavior, accuracy, response style, latency, pricing, terms of service, data-handling practices, and availability may change without notice as a result of changes by the underlying model provider, and any such change is outside Cyber Dogs' control;
- Cyber Dogs makes no guarantee regarding the performance, reliability, accuracy, output quality, response consistency, safety, or business value of any AI tool, model, agent, prompt, prompt library, workflow, integration, or implementation — whether developed by Cyber Dogs, by Client, or by a third party; and

- AI outputs do not replace human judgment, professional expertise, or independent verification. Client is solely responsible for reviewing, validating, and approving all AI outputs before relying on, distributing, deploying, or acting on them.

7. Limitation of Claims

Client agrees that no claim, demand, action, or proceeding may be brought against Cyber Dogs or any of the Released Parties (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 of progress, or perceived value;
- Differences between Client's expectations and actual performance;
- Market conditions, competitive dynamics, regulatory changes, technology changes, or other external factors;
- Conduct, performance, pricing, terms-of-service changes, or discontinuation of any Third-Party Tool; or
- AI hallucinations, errors, omissions, biases, or inaccuracies.

Claims against Cyber Dogs may be brought only based on a material breach of an express written obligation in the MSA or a signed SOW, and remain subject in all respects to the limitations, caps, waivers, exclusions, and procedures in the MSA — including the exclusion of indirect and consequential damages in Section 13.1, the aggregate liability cap in Section 13.2, the mediation-first requirement in Section 22.2, the exclusive Yellowstone County, Montana venue in Section 22.3, the jury trial waiver in Section 22.4, and the one-year contractual limitations period in Section 22.6.

8. Incorporation by Reference; Order of Precedence

This Addendum is incorporated into and forms part of:

- The Master Services Agreement between the parties;
- Each Assessment, Advisory, Implementation, Training, AI Strategy, AI Integration, or other SOW between the parties;
- Any related agreements, proposals, order forms, or addenda.

This Addendum is independent of, and survives the expiration or termination of, any individual SOW. In the event of any conflict, the MSA controls, except where this Addendum imposes a more specific or stricter limitation in favor of Cyber Dogs, in which case the more protective provision controls. Pre-printed terms on Client purchase orders, vendor portals, or invoices are expressly rejected and have no force or effect.

9. Governing Law and Dispute Resolution

This Addendum is governed by and construed in accordance with Section 22 of the MSA, including without limitation: (a) Montana law as the governing law; (b) good-faith mediation in Montana before suit; (c) exclusive venue in the state and federal courts located in Yellowstone County, Montana; (d) waiver of trial by jury; (e) the prevailing-party attorneys' fees provision; and (f) the one-year contractual limitations period for any claim arising out of or relating to this Addendum (other than Cyber Dogs' non-payment claims).