SWITCHPOINT SERVICES

Standard Terms

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Changes since v1.4. One change: Section 5.1 now says the Customer may cancel at any time and how (from the billing portal, or by replying to any SwitchPoint email) and that cancellation takes effect at the end of the current billing month. Nothing else in this document has changed.

These Standard Terms govern every Order Form between SwitchPoint and a Customer. They are based on the Common Paper Cloud Service Agreement Standard Terms, Version 3.0, used and modified under the Creative Commons Attribution 4.0 license. Section 14 lists where this version departs from the Common Paper text.

1. Service

1.1 Access and Use. During the Subscription Period and subject to this Agreement, Customer may (a) access and use the Cloud Service; and (b) copy and use the included Software and Documentation only as needed to access and use the Cloud Service, in each case for its internal business purposes. If a Customer Affiliate enters a separate Order Form with Provider, that creates a separate agreement between Provider and the Affiliate, and Customer is not responsible for its Affiliate's agreement.

1.2 Support. During the Subscription Period, Provider will provide Technical Support as described in the Order Form.

1.3 User Accounts. Customer is responsible for all actions on Users' accounts and for all Users' compliance with this Agreement. Customer and Users must protect the confidentiality of their passwords and login credentials. Customer will promptly notify Provider if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

1.4 Feedback and Usage Data. Customer may, but is not required to, give Provider Feedback, in which case Customer gives Feedback "AS IS". Provider may use all Feedback freely without any restriction or obligation. Provider may collect and analyze Usage Data, and may freely use Usage Data to maintain, improve, enhance, and promote Provider's products and services. However, Provider may only disclose Usage Data to others if the Usage Data is aggregated and does not identify Customer or Users.

1.5 Customer Content. Provider may copy, display, modify, and use Customer Content only as needed to provide and maintain the Product and related offerings. Customer is responsible for the accuracy and content of Customer Content.

1.6 Implementation and Training. Provider will configure the Cloud Service for Customer as described in the Capability Schedule. Implementation consists of: (a) a Setup Call, at which Provider reviews Customer's completed Client Setup Form with Customer; (b) configuration of Customer's sub-

account by Provider; and (c) a Launch Call, at which Provider walks Customer through the configured system, trains Customer's Users, and places the system live. Provider will not place any Capability live before the Launch Call unless Customer asks it to.

1.7 Go-Live. Provider will schedule Go-Live within 14 days after the later of (a) the Setup Call and (b) Provider's receipt of the completed Client Setup Form, provided that Customer attends the scheduled calls and supplies the information and access the Capability Schedule requires. Capabilities that send text messages under Customer's name activate only after the carrier registrations described in the Messaging and Calls Compliance Addendum are approved; carrier approval timing is outside Provider's control and does not delay Go-Live of the other Capabilities.

1.8 Delivery. A Capability is Delivered when the Cloud Service produces the delivery receipt named for it in the Capability Schedule (for example, a message sent and visible in Customer's account, an appointment booked, or a page live). A setting, a tag, or the existence of a workflow is not Delivery.

1.9 Configuration Defects. For 30 days after a Capability is Delivered, Provider will correct any Configuration Defect in that Capability that Customer reports with enough detail for Provider to reproduce it, at no charge and within five Business Days of the report. After that period, Provider will correct Configuration Defects at no charge as part of Technical Support. Defects in the Platform itself, in carrier delivery, in third-party services, or caused by changes Customer or its Users make inside the sub-account are not Configuration Defects.

1.10 The Platform. The Cloud Service runs on the Platform operated by the Platform Provider named in the Key Terms. Provider is an authorized reseller and implementer of the Platform and does not develop or operate it. Customer's use of its sub-account is also subject to the Platform Provider's published acceptable-use terms, and Customer will comply with them. Platform availability, outages, feature changes, telephony and message carriage, and carrier registration processes are the Platform Provider's and its carriers' responsibility, and Provider's obligations under this Agreement are limited to its own configuration, implementation, training, and Technical Support. If the Platform Provider discontinues a feature the Capability Schedule relies on, Provider will use reasonable efforts to configure a substitute and will notify Customer; if no reasonable substitute exists, either party may terminate the affected Order Form on notice and Provider will refund any prepaid Fees for the remainder of the Subscription Period.

1.11 Customer Cooperation. Customer will (a) complete the Client Setup Form accurately; (b) attend the Setup Call and the Launch Call; (c) give Provider the access the Capability Schedule requires, such as access to Customer's website to install the chat widget, call forwarding on Customer's business line, and the business information needed for carrier registration; (d) review and approve the scripts, knowledge base and message templates Provider prepares before Go-Live; and (e) designate one person authorized to give Provider instructions.

1.12 Stalled Onboarding. If Go-Live has not occurred within 60 days after the Order Date because Customer has not completed the Client Setup Form, attended the scheduled calls, or given the access described in Section 1.11, Provider may, after 10 days' emailed notice, terminate the Order Form; Fees paid before that termination are non-refundable, and the Satisfaction Guarantee does not apply.

2. Restrictions and Obligations

2.1 Restrictions on Customer.

(a) Except as expressly permitted by this Agreement, Customer will not (and will not allow anyone else to): (i) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Product (except to the extent Applicable Laws prohibit this restriction); (ii) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Product; (iii) remove any proprietary notices or labels; (iv) copy, modify, or create derivative works of the Product; (v) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Product; (vi) access accounts, information, data, or portions of the Product to which Customer does not have explicit authorization; (vii) use the Product to develop a competing service or product; (viii) use the Product with any High Risk Activities or with any activity prohibited by Applicable Laws; (ix) use the Product to obtain unauthorized access to anyone else's networks or equipment; (x) upload, submit, or otherwise make available to the Product any Customer Content to which Customer and Users do not have the proper rights; or (xi) copy, snapshot, or move the Configurations into any other account on the Platform, or ask the Platform Provider to move Customer's sub-account out of Provider's control, without Provider's written consent (this does not limit Customer's export rights under Section 5.5).

(b) Use of the Product must comply with the Documentation, the Messaging and Calls Compliance Addendum, and the AI Addendum.

(c) Customer will not disable, remove, or alter the automated-assistant and call-recording notice that Provider configures at the start of AI-answered calls, or the opt-out handling Provider configures for text messages, without Provider's prior written agreement.

2.2 Suspension. If Customer (a) has an outstanding, undisputed balance that is more than 10 days past due; (b) breaches Section 2.1 (Restrictions on Customer) or the Messaging and Calls Compliance Addendum; or (c) uses the Product in violation of the Agreement or in a way that materially and negatively impacts the Product, the Platform, or others, then Provider may temporarily suspend Customer's access to the Product. For a suspension under paragraph (a), Provider will give three Business Days' emailed notice first; for a suspension under paragraph (b) or (c), Provider may suspend with or without notice but will try to inform Customer first when practical. Provider will reinstate access once Customer resolves the underlying issue. Fees continue to accrue during a suspension caused by Customer.

3. Privacy and Security

3.1 Personal Data. Provider will process Personal Data contained in Customer Content only to provide and support the Product, and in accordance with Applicable Data Protection Laws and the Privacy Policy. Customer is the controller of, and responsible for, the Personal Data of its own customers and contacts that it submits to the Product, including giving any notices and obtaining any consents those individuals are owed. If Applicable Data Protection Laws require a separate data processing agreement, the parties will enter into one and its terms will control as to Personal Data.

3.2 Subprocessors. Customer authorizes Provider to use the Platform Provider and the Platform Provider's carriers, email delivery services and AI model vendors to host and process Customer Content as part of providing the Product.

3.3 Prohibited Data. Customer will not (and will not allow anyone else to) submit Prohibited Data to the Product unless authorized by the Order Form. Payment card or account numbers that a caller volunteers to the AI receptionist are not a breach of this Section; Provider configures the receptionist not to request them, and Customer will delete such recordings and transcripts on discovery.

3.4 Security. Provider will maintain reasonable administrative and technical safeguards for the credentials and configurations it controls, will limit its own access to Customer's sub-account to what is needed to provide the Product, and will notify Customer within 72 hours after becoming aware of unauthorized access to Customer Content in systems Provider controls, or of a Platform Provider notice of such access.

4. Payment and Taxes

4.1 Fees. All Fees are in U.S. Dollars and exclude taxes. Except for the Satisfaction Guarantee in Section 4.6 and the other refunds that this Agreement or the Order Form specifically allows, Fees are non-refundable.

4.2 Automatic Payment. Customer authorizes Provider, through its payment processor, to charge the payment method on file for the first Fee on the Order Date and for each renewal Fee on each monthly renewal date, and for any add-on or build fee stated in the Order Form when it falls due. Customer will keep a valid payment method on file during the Subscription Period.

4.3 Failed Payments. If a charge fails, Provider's payment processor will retry it and email Customer. If the Fee remains unpaid 10 days after it was due, Provider may suspend the Product under Section 2.2 and, if it remains unpaid 30 days after it was due, may terminate the Order Form under Section 5.3. Provider does not charge a reactivation fee; access is restored when the outstanding Fee is paid.

4.4 Price Changes. Provider will not increase the monthly Fee for a plan during the first 12 months after the Order Date. After that, Provider may change the monthly Fee by emailing notice at least 30 days before the renewal date on which the change takes effect. Customer may cancel before that renewal date if it does not accept the change.

4.5 Taxes. Customer is responsible for all duties, taxes, and levies that apply to Fees, including sales, use, VAT, GST, or withholding, that Provider itemizes and includes in an invoice or charge. Customer is not responsible for Provider's income taxes.

4.6 Satisfaction Guarantee. If the Order Form states that the Satisfaction Guarantee applies, then within 30 days after Go-Live Customer may, for any reason, ask Provider in writing for a refund. Provider will refund the first month's Fee and any renewal Fee charged before the date of the request to the payment method on file within 10 Business Days of the request, and the Order Form terminates when the refund is issued. Upon termination under this Section, Customer's access to the Product ends, Section 5.5 (Effect of Termination) applies, and no further Fees are charged. The Satisfaction

Guarantee (a) covers monthly Fees only and does not cover one-time build fees or add-on fees; (b) may be used once by a Customer; and (c) is Customer's exclusive refund remedy for dissatisfaction with the Product during that period.

4.7 Payment Dispute. If Customer has a good-faith disagreement about the Fees charged, Customer must notify Provider about the dispute within 30 days of the charge and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days. If no resolution is agreed, each party may pursue any remedies available under the Agreement or Applicable Laws.

4.8 Fair Use. Fees include the text messages, calls, AI minutes, and emails that a single-location small business typically uses with the Capabilities in its plan. If Customer's usage in a month is more than three times the median usage of Provider's customers on the same plan, Provider may propose a usage add-on for the following months by emailed notice at least 30 days before it takes effect, and Customer may cancel before that date if it does not accept it. Provider will not charge usage fees without that notice.

5. Term and Termination

5.1 Order Form and Agreement. For each Order Form, the Agreement will start on the Order Date, continue through the Subscription Period, and automatically renew for additional Subscription Periods unless Provider gives notice of non-renewal to Customer before the Non-Renewal Notice Date or Customer cancels. Customer may cancel at any time from the billing portal or by replying to any SwitchPoint email, and either counts as written notice to Provider under Section 12.10; cancellation takes effect at the end of the current billing month (the Subscription Period then running) and Customer keeps access until then.

5.2 Framework Terms. These Framework Terms will start on the Effective Date and continue until all Order Forms governed by the Framework Terms have ended.

5.3 Termination. Either party may terminate the Framework Terms or an Order Form immediately:

(a) if the other party fails to cure a material breach of the Framework Terms or an Order Form following 30 days' notice, except that Provider may terminate for non-payment as described in Section 4.3;

(b) upon notice if the other party (i) materially breaches the Framework Terms or an Order Form in a manner that cannot be cured; (ii) dissolves or stops conducting business without a successor; (iii) makes an assignment for the benefit of creditors; or (iv) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

5.4 Force Majeure. Either party may terminate an affected Order Form upon notice if a Force Majeure Event prevents the Product from materially operating for 30 or more consecutive days. Provider will pay to Customer a prorated refund of any prepaid Fees for the remainder of the Subscription Period. A Force Majeure Event does not excuse Customer's obligation to pay Fees accrued prior to termination.

5.5 Effect of Termination. Termination of the Framework Terms will automatically terminate all Order Forms governed by the Framework Terms. Upon any expiration or termination:

(a) Customer will no longer have any right to use the Product, and Provider may close or reassign Customer's sub-account after the export period in paragraph (b);

(b) for 30 days after termination, Provider will, on Customer's request, give Customer an export of its contacts, conversation records, and the knowledge-base content and message templates as text, in a common file format, and will cooperate with Customer's request to port out any telephone number provisioned for Customer where the carrier allows it; Customer may also export its own data from the account at any time before termination. Provider will not close or reassign the sub-account, or release any telephone number in it, including a number Customer ported in, until the earlier of (i) completion of a port-out Customer requests or (ii) 60 days after termination with no port-out request, and during that period will keep calls to the number forwarding to a number Customer designates at no charge.

(c) upon Customer's request made within that 30-day period, or in any event within 60 days after the export period ends, Provider will delete Customer Content from the systems it controls, except as retained under Section 5.6(b);

(d) each Recipient will return or destroy Discloser's Confidential Information in its possession or control; and

(e) Provider will submit a final charge or invoice for all outstanding Fees accrued before termination and Customer will pay it according to Section 4 (Payment and Taxes).

5.6 Survival.

(a) The following sections survive expiration or termination of the Agreement: Section 1.4 (Feedback and Usage Data), Section 2.1 (Restrictions on Customer), Section 4 (Payment and Taxes) for Fees accrued or payable before expiration or termination, Section 5.5 (Effect of Termination), Section 5.6 (Survival), Section 6 (Representations and Warranties), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability), Section 9 (Indemnification), Section 10 (Confidentiality), Section 11 (Reservation of Rights), Section 12 (General Terms), Section 13 (Definitions), and the portions of a Cover Page referenced by these sections.

(b) Each Recipient may retain Discloser's Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by Applicable Laws, in which case Section 3 (Privacy and Security) and Section 10 (Confidentiality) will continue to apply to retained Confidential Information.

6. Representations and Warranties

6.1 Mutual. Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; and (c) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement.

6.2 From Customer. Customer represents and warrants that it, all Users, and anyone submitting Customer Content each have and will continue to have all rights necessary to submit or make available Customer Content to the Product and to allow the use of Customer Content as described in

the Agreement, that the business information Customer supplies for carrier registration is accurate, and that it is purchasing the Product for business purposes and not as a consumer.

6.3 From Provider. Provider represents and warrants to Customer that (a) it will perform the implementation and Technical Support in a professional and workmanlike manner; and (b) it will not materially reduce the general functionality of the Cloud Service, as configured for Customer, during the Subscription Period, except as required by a change made by the Platform Provider that is addressed under Section 1.10.

6.4 Provider Warranty Remedy. If Provider breaches the warranty in Section 6.3, Customer must give Provider notice (with enough detail for Provider to understand or replicate the issue) within 45 days of discovering the issue. Within 45 days of receiving sufficient details, Provider will attempt to restore the general functionality of the Cloud Service or re-perform the affected work. If Provider cannot resolve the issue, Customer may terminate the affected Order Form and Provider will pay to Customer a prorated refund of prepaid Fees for the remainder of the Subscription Period. Provider's restoration obligation, and Customer's termination right, are Customer's only remedies if Provider does not meet the warranty in Section 6.3.

6.5 No Guarantee of Results. Provider does not promise any particular business result, including any number of calls answered, leads captured, appointments booked, reviews received, payments collected, or revenue earned. The Product automates communications; it does not run Customer's marketing or manage Customer's business. The Satisfaction Guarantee in Section 4.6 is Customer's remedy if Customer is not satisfied.

7. Disclaimer of Warranties

7.1 Provider makes no guarantees that the Product will always be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections, and Provider does not guarantee that any call will be answered, any message delivered, or any carrier registration approved. The warranties in Section 6 (Representations and Warranties) do not apply to any misuse or unauthorized modification of the Product, nor to any product or service provided by anyone other than Provider, including the Platform and the carriers. Except for the warranties in Section 6, Provider and Customer each **disclaim all other warranties and conditions, whether express or implied, including the implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. These disclaimers apply to the maximum extent permitted by Applicable Laws.**

8. Limitation of Liability

8.1 Liability Cap. Except as provided in Section 8.4, each party's total cumulative liability for all claims arising out of or relating to this Agreement will not be more than the General Cap Amount.

8.2 Indirect Damages Waiver. Except for a breach of Section 10 (Confidentiality) and as provided in Section 8.4, under no circumstances will either party be liable to the other for lost profits or revenues (whether direct or indirect), or for consequential, special, indirect,

exemplary, punitive, or incidental damages relating to this Agreement, even if the party is informed of the possibility of this type of damage in advance.

8.3 Applicability. The limitations and waivers contained in Sections 8.1 and 8.2 apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise.

8.4 Exceptions. Nothing in this Agreement will limit, exclude, or restrict a party's liability (a) to the extent prohibited by Applicable Laws; (b) for its gross negligence, willful misconduct, or fraud; or (c) for Customer's obligations as an Indemnifying Party for Customer Covered Claims.

9. Indemnification

9.1 Indemnifying Party Obligations.

(a) Provider will indemnify, defend, and hold harmless Customer from and against all Provider Covered Claims made by someone other than Customer, Customer's Affiliates, or Users, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses, that arise from the Provider Covered Claims.

(b) Customer will indemnify, defend, and hold harmless Provider from and against all Customer Covered Claims made by someone other than Provider or its Affiliates, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses, that arise from the Customer Covered Claims.

(c) If the Cover Page omits or does not define any Provider Covered Claims or Customer Covered Claims, then the corresponding party does not have any obligations under this Section as an Indemnifying Party.

9.2 Procedure. The Indemnifying Party's obligations in this section are contingent upon the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim for which it seeks protection; (b) providing reasonable assistance to the Indemnifying Party at the Indemnifying Party's expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of each Covered Claim. A Protected Party may participate in a Covered Claim for which it seeks protection with its own attorneys only at its own expense. The Indemnifying Party may not agree to any settlement of a Covered Claim that contains an admission of fault or otherwise materially and adversely impacts the Protected Party without the prior written consent of the Protected Party.

9.3 Changes to Product. If required by settlement or court order, or if deemed reasonably necessary in response to a Provider Covered Claim, Provider may: (a) obtain the right for Customer to continue using the Product; (b) replace or modify the affected component of the Product without materially reducing the general functionality of the Product; or (c) if neither (a) nor (b) is reasonable, terminate the affected Order Form and issue a prorated refund of prepaid Fees for the remainder of the Subscription Period.

9.4 Exclusions.

(a) Provider's obligations as an Indemnifying Party will not apply to Provider Covered Claims that result from (i) modifications to the Product that were not authorized by Provider or that were made in compliance with Customer's instructions; (ii) unauthorized use of the Product,

including use in violation of this Agreement; (iii) use of the Product in combination with items not provided by Provider; or (iv) Customer Content.

(b) Customer's obligations as an Indemnifying Party will not apply to Customer Covered Claims to the extent they result from Provider's unauthorized use of the Customer Content or Provider's breach of this Agreement.

9.5 Exclusive Remedy. This Section 9 (Indemnification), together with any termination rights, describes each Protected Party's exclusive remedy and each Indemnifying Party's entire liability for a Covered Claim.

10. Confidentiality

10.1 Non-Use and Non-Disclosure. Except as otherwise authorized in the Agreement or as needed to fulfill its obligations or exercise its rights under this Agreement, Recipient will not (a) use Discloser's Confidential Information; nor (b) disclose Discloser's Confidential Information to anyone else. In addition, Recipient will protect Discloser's Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care.

10.2 Exclusions. Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.

10.3 Required Disclosures. Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at Discloser's expense, with Discloser's efforts to obtain confidential treatment for the Confidential Information.

10.4 Permitted Disclosures. Recipient may disclose Discloser's Confidential Information to Users, employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 10 and Recipient remains responsible for everyone's compliance with this Section 10. Provider may also confirm to a referral partner that introduced Customer, under a written agreement that binds the partner to confidentiality, that Customer is an active customer, the plan Customer is on, and Customer's Order Date and billing status, solely to calculate and pay referral compensation.

11. Reservation of Rights

11.1 Except for the limited license to copy and use Software and Documentation in Section 1.1 (Access and Use), Provider retains all right, title, and interest in and to the Product and the Configurations, whether developed before or after the Effective Date. Provider grants Customer a non-exclusive license to use the Configurations inside Customer's sub-account during the Subscription Period. Except for the limited rights in Section 1.5 (Customer Content), Customer retains all right,

title, and interest in and to the Customer Content, including its contacts, conversation records, reviews, and recordings, and to any telephone number provisioned for it to the extent the carrier allows the number to be ported.

12. General Terms

12.1 Entire Agreement. This Agreement is the only agreement between the parties about its subject and supersedes all prior or contemporaneous statements (whether in writing or not) about its subject, including statements on Provider's website (other than the Website Terms of Service and Privacy Policy incorporated by the Key Terms), in sales conversations, and in proposals. Provider expressly rejects any terms included in Customer's purchase order or similar document, which may only be used for accounting or administrative purposes.

12.2 Order of Precedence. If the documents that make up this Agreement conflict, they control in the order listed in the Key Terms.

12.3 Modifications, Severability, and Waiver. Except as provided in the Key Terms under "Changes to the Standard Terms," any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by each party. If any term of this Agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of this Agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.

12.4 Governing Law and Chosen Courts. The Governing Law will govern all interpretations and disputes about this Agreement, without regard to its conflict of laws provisions. The parties will bring any legal suit, action, or proceeding about this Agreement in the Chosen Courts and each party irrevocably submits to the exclusive jurisdiction of the Chosen Courts.

12.5 Injunctive Relief. Despite Section 12.4, a breach of Section 10 (Confidentiality) or the violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 10 or violation of a party's intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

12.6 Non-Exhaustive Remedies. Except where the Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

12.7 Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. However, either party may assign this Agreement upon notice if the assigning party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which this Agreement relates. Any attempted but non-permitted assignment is void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12.8 Beta Products. If Provider gives Customer access to a Beta Product, the Beta Product is provided "AS IS" and Section 6.3 does not apply to it. Customer acknowledges that Beta Products are experimental in nature and may be modified or removed at Provider's discretion with or without

notice.

12.9 Logo Rights. Provider may identify Customer and use Customer's name and logo in marketing to identify Customer as a user of Provider's products and services, subject to the Key Terms.

12.10Notices. Any notice, request, or approval about the Agreement must be in writing and sent to the Notice Address. Notices will be deemed given (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or (b) two days after mailing if by overnight commercial delivery.

12.11Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.

12.12No Third-Party Beneficiary. There are no third-party beneficiaries of this Agreement.

12.13Force Majeure. Neither party will be liable for a delay or failure to perform its obligations of this Agreement if caused by a Force Majeure Event. However, this section does not excuse Customer's obligations to pay Fees.

12.14Export Controls. Customer may not export or allow the export or re-export of the Product or any related technology in violation of United States export control or sanctions laws, and represents that it is not a person or entity with whom United States persons are prohibited from dealing under those laws.

12.15Titles and Interpretation. Section titles are for convenience and reference only. All uses of "including" and similar phrases are non-exhaustive and without limitation. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

12.16Electronic Acceptance and Signature. This Agreement may be accepted by checking a box or clicking a button presented with these terms, by paying a Fee after being presented with these terms, or by signing a Cover Page, including electronically. Each of these is a signature under the federal Electronic Signatures in Global and National Commerce Act and Florida's Uniform Electronic Transaction Act. This Agreement may be signed in counterparts, and each counterpart, including an electronic copy, will be deemed an original.

12.17Attorneys' Fees. In any action to enforce or interpret this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the other party.

13. Definitions

13.1 "**Addenda**" means the Messaging and Calls Compliance Addendum and the AI Addendum, each in the version identified in the Key Terms.

13.2 "**Affiliate**" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest.

13.3 "**Agreement**" means the Order Form between Provider and Customer as governed by the Framework Terms.

13.4 "**Applicable Data Protection Laws**" means the Applicable Laws that govern how the Cloud Service may process or use an individual's personal information, personal data, personally identifiable information, or other similar term.

13.5 "**Applicable Laws**" means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern Provider or Customer.

13.6 "**Beta Product**" means an early or prerelease feature or version of the Product that is identified as beta or similar, or a version of the Product that is not generally available.

13.7 "**Business Day**" means Monday through Friday, excluding United States federal holidays.

13.8 "**Capability**" means a feature or function listed for Customer's plan in the Capability Schedule, and "**Capability Schedule**" means the SwitchPoint Services Capability Schedule in the version identified in the Key Terms.

13.9 "**Client Setup Form**" means the online form through which Customer gives Provider the business information needed to configure the Cloud Service.

13.10 "**Cloud Service**" means the product described in the Order Form.

13.11 "**Configuration Defect**" means a failure of a Capability, as configured by Provider, to operate as described in the Capability Schedule.

13.12 "**Configurations**" means the workflows, automations, prompts, scripts, message templates, knowledge-base structures, settings, and documentation that Provider creates or supplies to deliver the Capabilities, excluding Customer Content.

13.13 "**Confidential Information**" means information in any form disclosed by or on behalf of a Discloser, including before the Effective Date, to a Recipient in connection with this Agreement that (a) the Discloser identifies as "confidential", "proprietary", or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement and the information on each Cover Page. Customer's Confidential Information includes non-public Customer Content and Provider's Confidential Information includes non-public information about the Product and the Configurations.

13.14 "**Cover Page**" means a document that is signed or electronically accepted by the parties, incorporates these Standard Terms or is governed by the Framework Terms, and identifies Provider and Customer. A Cover Page may include an Order Form, Key Terms, or both.

13.15 "**Covered Claim**" means either a Provider Covered Claim or Customer Covered Claim.

13.16 "**Customer Content**" means data, information, or materials submitted by or on behalf of Customer or Users to the Product, including contacts, messages, call recordings and transcripts, reviews, and business information, but excludes Feedback.

13.17 "**Delivered**" and "**Delivery**" have the meaning in Section 1.8.

13.18 "**Discloser**" means a party to this Agreement when the party is providing or disclosing Confidential Information to the other party.

13.19 "**Documentation**" means the usage manuals, owner guides, and instructional materials for the Cloud Service or Software that are made available by Provider or the Platform Provider.

13.20"**Feedback**" means suggestions, feedback, or comments about the Product or related offerings.

13.21"**Fees**" means the applicable amounts described in an Order Form.

13.22"**Force Majeure Event**" means an unforeseen event outside a party's reasonable control where the affected party took reasonable measures to avoid or mitigate the impacts of the event. Examples of these kinds of events include unpredicted natural disasters like a major hurricane, war, pandemic, riot, act of terrorism, or public utility or internet failure.

13.23"**Framework Terms**" means these Standard Terms, the Key Terms between Provider and Customer, the Addenda, the Capability Schedule, and any policies and documents referenced in or attached to the Key Terms.

13.24"**Go-Live**" means the point at which Provider, at or after the Launch Call, places the configured Capabilities into live operation for Customer.

13.25"**High Risk Activity**" means any use in which the failure of the Product could reasonably be expected to lead to death, serious bodily injury, or environmental damage, such as 911 or public-safety dispatch, medical triage, or the monitoring of life-safety equipment. Urgent service requests of the kind Customer's trade routinely handles, such as a leak, a loss of heating or cooling, or a plumbing backup, are not High Risk Activities. Customer designates on the Client Setup Form which call types the receptionist treats as urgent and the number to which it transfers them.

13.26"**Indemnifying Party**" means a party to this Agreement when the party is providing protection for a particular Covered Claim.

13.27"**Key Terms**" means a Cover Page that includes the key legal details and Variables for this Agreement.

13.28"**Launch Call**" and "**Setup Call**" mean the scheduled calls described in Section 1.6 and the Capability Schedule.

13.29"**Order Form**" means a Cover Page that includes the key business details and Variables for this Agreement that are not defined in the Framework Terms, including, for an online order, the checkout record.

13.30"**Personal Data**" will have the meaning(s) set forth in the Applicable Data Protection Laws for personal information, personal data, personally identifiable information, or other similar term.

13.31"**Platform**" means the software platform operated by the Platform Provider on which Customer's sub-account runs, and "**Platform Provider**" means the company identified as such in the Key Terms.

13.32"**Privacy Policy**" means Provider's privacy policy published at getswitchpoint.com.

13.33"**Product**" means the Cloud Service, Software, Configurations, and Documentation.

13.34"**Prohibited Data**" means (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act; (b) credit, debit, bank account, or other financial account numbers; (c) social security numbers, driver's license numbers, or other unique and private government ID numbers; and (d) other similar categories of sensitive information as set forth in the Applicable Data Protection Laws.

13.35"**Protected Party**" means a party to this Agreement when the party is receiving the benefit of protection for a particular Covered Claim.

13.36"**Recipient**" means a party to this Agreement when the party receives Confidential Information from the other party.

13.37"**Satisfaction Guarantee**" means the refund right in Section 4.6.

13.38"**Software**" means the client-side software or applications, including the Platform Provider's mobile and web applications, made available for Customer to install, download, or execute as part of the Product.

13.39"**Standard Terms**" means these SwitchPoint Services Standard Terms, Version 1.6, posted at getswitchpoint.com/legal/standard-terms.

13.40"**Usage Data**" means data and information about the provision, use, and performance of the Product and related offerings based on Customer's or Users' use of the Product.

13.41"**User**" means any individual who uses the Product on Customer's behalf or through Customer's account.

13.42"**Variable**" means a capitalized term whose value is set in a Cover Page, such as Subscription Period or Governing Law.

14. Attribution and Departures from the Common Paper Text

The base text is the Common Paper Cloud Service Agreement Standard Terms, Version 3.0 (commonpaper.com/standards/cloud-service-agreement/3.0/), licensed CC BY 4.0. This version: adds Sections 1.6 through 1.12 (implementation, Go-Live, Delivery, Configuration Defects, Platform, Customer cooperation, stalled onboarding); adds 2.1(a)(xi) and 2.1(b)–(c), tightens 2.2 to 10 days past due and adds a notice step; rewrites Section 3 for a United States small-business context and names subprocessors; adds 4.2 (automatic payment), 4.3 (failed payments), 4.4 (price changes), 4.6 (Satisfaction Guarantee) and 4.8 (fair use); adds cancellation mechanics to 5.1, non-payment termination to 5.3(a), and the export, porting and deletion steps in 5.5; adds 6.5 (no guarantee of results), a business-purpose representation in 6.2, and extends 6.3 and 7.1 to the Platform and carriers; replaces the Cover Page carve-out in 8.1–8.2 with a reference to 8.4 and adds 8.4(c); narrows 9.4(a)(iv) to Customer Content; adds Configurations to Section 11; adds 12.2 (order of precedence), 12.16 (electronic acceptance) and 12.17 (attorneys' fees); carves the incorporated website terms out of 12.1; removes the Government Rights and Anti-Bribery clauses and shortens Export Controls; adds the definitions in 13.1, 13.7–13.9, 13.11–13.12, 13.17, 13.24, 13.28, 13.31–13.33, 13.37 and 13.39; and edits the definitions of Confidential Information, Customer Content, Force Majeure Event, High Risk Activity, Documentation and Software.

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