SWITCHPOINT SERVICES

AI Addendum

Addendum to the SwitchPoint Services Client Agreement · Version 1.4 · In use from October 26, 2026 · Posted at getswitchpoint.com/legal/ai-addendum

This AI Addendum supplements the Agreement between SwitchPoint ("Provider") and Customer for the parts of the Product that use artificial intelligence: the AI receptionist that answers calls, the website chat assistant, AI-drafted review replies, and any other AI Services listed in the Capability Schedule. Sections 1 through 4 are the Common Paper AI Addendum, Version 1.0, used under the Creative Commons Attribution 4.0 license. Section 5 is SwitchPoint's addition. Capitalized words not defined here have the meanings in the Standard Terms.

AI Addendum Variables

Training Data	None. Provider does not use Customer's Input or Output to Train any Model.
Training Purposes	None.
Improvement Restrictions	Provider may use Input, Output and Usage Data to configure, maintain, troubleshoot and improve the AI System, including the configurations, prompts, scripts and knowledge-base structures Provider uses for its customers generally, provided that Provider (a) does not Train any Model, (b) does not disclose Customer's Input or Output to any other customer or to anyone other than the Platform Provider and its vendors as needed to provide the AI Services, and (c) uses Customer's Input and Output outside Customer's own configuration only in a form that does not identify Customer or Customer's contacts.

1. AI Services

1.1 Using AI Services. The AI Services are part of the Product and subject to the Agreement as supplemented by this AI Addendum. Customer may use AI Services by providing Input. The AI Services may generate Output in response to Input. Provider may copy, display, modify, distribute, and use Input to the extent necessary to provide the AI Services as contemplated by this AI Addendum. Customer authorizes Provider to process Input for all such purposes.

1.2 Restrictions. Without limiting the restrictions contained in the Agreement, Customer will not (and will not allow anyone else to): (a) use the AI Services for decision-making in a regulated industry or capacity without proper human oversight and review in compliance with Applicable Laws and applicable professional ethics, guidelines, and rules; (b) use the AI Services to violate, misappropriate, or otherwise infringe the intellectual property or other proprietary rights of others; or (c) falsely state Output was created by a human.

1.3 Model Training. Unless this AI Addendum identifies Training Data and Training Purposes, Provider may not use Customer's Inputs or Outputs to Train any Model. If this AI Addendum permits Training, then subject to any restrictions it states, Provider may copy, modify, distribute, and use

Training Data for the Training Purposes.

1.4 Non-Training Improvement. Subject to the Improvement Restrictions, Provider may use Input, Output, and Training Data to provide, maintain, develop, and improve the AI System, provided that such usage does not constitute Training except to the extent authorized for Training Purposes.

2. Intellectual Property and Privacy

2.1 Ownership. As between the parties, Customer (a) retains all right, title, and interest in and to all Input, and (b) owns all Output. To the extent permitted by Applicable Laws, Provider hereby assigns to Customer all right, title, and interest—if any—in and to Output.

2.2 Personal Data. Nothing in this AI Addendum will reduce or limit Provider's obligations under Applicable Data Protection Laws regarding Personal Data that may be contained in Input.

2.3 Rights to Input. Customer represents and warrants that it, all Users, and anyone submitting Input each have and will continue to have all rights necessary to submit Input to the AI Services.

3. Disclaimers

3.1 Nature of AI. Due to the nature of artificial intelligence and machine learning, information generated by the AI Services may be incorrect or inaccurate. The AI Services are not human and are not a substitute for human oversight. Output generated by the AI Services may not be protectable as intellectual property.

3.2 Similarity of Output. Output may resemble or be duplicative of data, information, and materials created by the AI Services for others. Provider does not provide any representation or warranty that Output (a) does not and will not incorporate or reflect the data, information, prompts, or materials of others, (b) will not violate, misappropriate, or otherwise infringe upon the intellectual property or other proprietary rights of another person or entity, or (c) will not be reproduced in the same or similar way to another user of the AI Services.

4. Definitions

4.1 "**AI Services**" means the artificial intelligence or machine learning components of the Product, including the AI System and underlying Model(s).

4.2 "**AI System**" means the artificial intelligence or machine learning application, program, and services layers of the AI Services, excluding the underlying Models.

4.3 "**Input**" means the data, information, prompts, or materials submitted by or on behalf of Customer or Users to the AI Services, including what callers and website visitors say to the AI Services, but excludes Feedback.

4.4 "**Model**" means a large language, machine learning, or artificial intelligence model.

4.5 "**Output**" means the data, information, or materials created by the AI Services in response to Input.

4.6 "**Train**" or "**Training**" means the use of data, information, or materials to create or improve a Model.

5. Voice and Chat Assistants (SwitchPoint Supplement)

5.1 What the assistants do. The AI receptionist answers calls to the number configured for it, answers questions from the knowledge base Provider builds from Customer's approved information, takes messages, and, where enabled for Customer's plan, books appointments on Customer's calendar and transfers calls to the numbers Customer designates. The website chat assistant answers visitors' questions from the same knowledge base. Neither assistant quotes prices, gives professional advice, or makes commitments on Customer's behalf unless Customer has approved that content in the knowledge base.

5.2 Notice to callers. Provider configures the AI receptionist to state, at the start of every call it answers, that the caller is speaking with an automated assistant and that the call may be recorded. Customer will keep this notice enabled, will not shorten or remove it, and is responsible for any additional notice or consent that the laws of the places where its callers are located require. Customer may ask Provider to adjust the wording of the notice; Provider will not adopt wording that removes either disclosure.

5.3 Recordings and transcripts. Calls answered by the AI receptionist are recorded and transcribed by the Platform and stored in Customer's sub-account as Customer Content. Customer decides how long to keep them and is responsible for handling them lawfully.

5.4 Human oversight. Before Go-Live, Customer will review and approve the knowledge base, greeting, and scripts Provider prepares. After Go-Live, Customer will review the assistants' conversations regularly, will tell Provider promptly about any wrong or unwanted answer, and remains responsible for honoring, correcting, or declining any appointment, quote, or other commitment that the assistants record. Provider will correct the knowledge base or configuration as part of Technical Support.

5.5 Emergencies and high-risk use. The assistants do not replace emergency services. Provider configures the receptionist to tell any caller who describes a fire, a medical emergency, a gas smell, or a carbon-monoxide alarm to hang up and call 911 or the gas utility, and to handle Customer's own urgent service requests as Customer instructs on the Client Setup Form (for example, transfer to an on-call number or book the earliest available slot).

5.6 Review replies. Where Customer's plan includes AI-drafted review replies, Provider configures the Product so that drafts are posted only after Customer's primary User approves them. If Customer later turns on automatic posting, Customer accepts responsibility for the replies posted.

5.7 Models and changes. The assistants run on Models supplied by the Platform Provider and its vendors. Provider does not control those Models, which may be updated or replaced, and the assistants' behavior may change as a result. Provider will adjust Customer's configuration as part of Technical Support when a Model change materially affects a Capability. The Platform Provider's and its vendors' handling of Input and Output is governed by the Platform Provider's terms; Provider does not Train on Customer's Input or Output.

5.8 Accuracy and liability. Section 3 (Disclaimers) of this AI Addendum, and Sections 6.5 (No Guarantee of Results), 7 (Disclaimer of Warranties) and 8 (Limitation of Liability) of the Standard Terms, apply to everything the assistants say and do. Customer will not rely on an assistant's Output as a substitute for its own judgment about its customers, pricing, scheduling, or legal obligations.

Sections 1–4 reproduce the Common Paper AI Addendum v1.0, © Common Paper, licensed under CC BY 4.0 (creativecommons.org/licenses/by/4.0), with "Customer" and "Provider" as the party names, the definition of Input expanded to name callers and website visitors, and the variables table and 1.3 referring to this document instead of a Cover Page. Section 5 was written by SwitchPoint Agency LLC and is not part of the Common Paper text.