LEGAL · PUBLIC

SignalWire Cloud Agreement

This SignalWire Cloud Agreement (including any supplemental Order Forms and Statements of Work, as amended and in effect from time to time, the "**Agreement**") is between SignalWire, Inc. ("**SignalWire**") and the entity you represent, or, if you do not designate an entity in connection with your use of the SignalWire Services, you individually ("**Customer**") (collectively, the "**Parties**") and is effective as of the date on which Customer accepts or otherwise agrees to this Agreement (the "**Effective Date**"). The Parties agree as follows:

BY USING THE SIGNALWIRE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT OR DOES NOT OR CANNOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER SHALL NOT USE THE SIGNALWIRE SERVICES.

SignalWire may change or modify the terms of this Agreement, and any other policies or agreements posted to the SignalWire Website, from time to time without notice. Such changes or modifications shall be effective immediately upon posting to the SignalWire Website. Customer acknowledges and agrees that it is Customer's responsibility to review any updates to this Agreement and to be aware of any modifications. Customer's use of the SignalWire Services after such changes or modifications shall constitute Customer's acceptance of this Agreement as of the last revised date above. If Customer does not agree to be bound by the terms of this Agreement as of the last revised date, Customer may not use or continue to use the SignalWire Services.

1. **DEFINITIONS.** Certain capitalized terms used herein are set forth below. Other terms shall have the respective meanings set forth elsewhere in this Agreement or any supplemental Order Forms.

   "Documentation" means any user guide, help information, and other documentation and information regarding the SignalWire Services that SignalWire delivers to Customer in electronic or other form, if any, including any updates SignalWire provides from time to time.

   "Hosted Service" means the SignalWire CLOUD service that SignalWire hosts and provides to Customer from time to time. The Hosted Service includes any change, improvement, extension, or other new version thereof that is developed or otherwise made available to Customer.

   "Order Form" means a separate ordering mechanism that SignalWire may provide to Customer, where appropriate, and which is signed by duly authorized representatives of both Parties. Any change to the terms of this Agreement within an Order Form will apply only to the SignalWire Service described therein.

   "Platform" means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets, and other technologies, implementations, and information that SignalWire uses in providing the SignalWire Services.

"SignalWire APIs" means the SignalWire application programming interfaces ("APIs"), scripts, widgets, embeddable snippets, and other tools that allow Customer to integrate with SignalWire's system.

"SignalWire Services" means, collectively, the Hosted Service, Platform, SignalWire APIs, and Documentation.

"SignalWire Website" means the website located at https://www.signalwire.com/.

2. SIGNALWIRE SERVICES; OUTBOUND VOICE SURCHARGES

A. This Agreement shall apply to all users of SignalWire Services. Any changes to the terms of this Agreement within an Order Form are specific to the named customer and the SignalWire Service(s) described therein.

B. Subject to all terms and conditions of this Agreement, SignalWire will operate in accordance with the SignalWire Service Level Agreement, as set forth at https://signalwire.com/legal/service-level-agreement. Customer may use the Documentation solely in connection with the Hosted Service. Upon reasonable prior notice to Customer, SignalWire may modify the Hosted Service (in whole or in part) at any time, provided that SignalWire will not materially reduce the functionality or features of the SignalWire Services.

C. SignalWire will not be responsible or liable for any failure in the SignalWire Services resulting from or attributable to (a) usage in excess of the usage for which Customer has ordered pursuant to an applicable Order Form, (b) failures in any telecommunications, network, or other service or equipment that are not within SignalWire's reasonable control, (c) Customer's products, services, negligence, acts, or omissions, (d) any force majeure or other cause beyond SignalWire's reasonable control, (e) scheduled maintenance, or (f) unauthorized access, breach of firewalls, or other hacking by third parties, except to the extent that SignalWire's negligence or willful misconduct caused such access, breach, or hacking.

D. Additional Voice Surcharges

i. Short Call Duration Surcharge (per call, in addition to applicable call rates): $0.0100. "**Short Duration Call**" or "**SDC**" means any outbound call of a duration of less than or equal to six (6) seconds. If, during any billing cycle, 15.00% or more of Customer's completed calls are Short Duration Calls (the "**SDC Threshold**"), SignalWire may charge, and Customer shall pay, a surcharge per Short Duration Call made above the SDC Threshold. The percentage of SDCs is determined by dividing the total number of SDCs by the total number of outbound calls.

ii. Abandoned Call Surcharge (per call): $0.0100.
"**Abandoned Call**" means any call attempt that SignalWire receives for completion, but which is abandoned and/or canceled by the calling party for any reason prior to completion. If more than 30.00% of total call attempts are Abandoned Calls during any applicable calendar month, SignalWire may, at its sole discretion, charge Customer the Abandoned Call Surcharge with respect to those Abandoned Calls in excess of such threshold. The percentage of Abandoned Calls is determined by dividing the total number of Abandoned Calls by the total number of call attempts.

iii. ACD Surcharge (per applicable minute): $0.0100.

"**Average Call Duration**" or "**ACD**" means the average call duration, as calculated with respect to all of Customer's completed calls in an applicable billing cycle. If the Average Call Duration during any applicable billing cycle is less than ninety (90) seconds, SignalWire may charge, and Customer shall pay, an ACD Surcharge equal to (i) (x) the number of minutes Customer would have used if the ACD would have equaled ninety (90) seconds with respect to the number of calls actually completed, minus (y) the number of minutes Customer actually used with respect to the calls actually completed, multiplied by (ii) the ACD Surcharge. For example, if Customer's ACD during a billing cycle is sixty (60) seconds, Customer completed 1,000,000 calls during the billing cycle and the ACD Surcharge per applicable minute is $0.01, then the aggregate ACD Surcharge would be $5,000.00, calculated as follows: (90 seconds x 1,000,000) – (60 seconds x 1,000,000) = 500,000 minutes x $0.01 per minute.

E. SignalWire Services involving rural and high-cost rate centers may involve higher-than-standard charges. Customer shall pay all such charges.

3. CHANGES

A. To the SignalWire Services. SignalWire may change any or all of the SignalWire Services from time to time so long as any such change does not materially reduce the functionality and features of the applicable SignalWire Services or Customer's rights hereunder. SignalWire will notify Customer of any material change to the SignalWire Services.

B. To the APIs. SignalWire may change or discontinue any SignalWire APIs for the SignalWire Services from time to time. For any discontinuation of or material change to a SignalWire API for a SignalWire Service, SignalWire will use commercially reasonable efforts to continue supporting the previous version of such SignalWire API for twelve (12) months after the change or discontinuation, except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause SignalWire to violate the law or request of any governmental entity.

4. LICENSES AND PROPRIETARY RIGHTS

A. Except for the licenses explicitly granted in this Agreement, all right, title, and interests in and to the intellectual property and proprietary rights of whatever nature in the SignalWire Services, including derivative works, are and shall remain the exclusive property of SignalWire and/or its licensors. Nothing in this Agreement should be construed as transferring any aspects of such rights to Customer or any third party. SignalWire and its licensors reserve any and all rights not expressly granted in this Agreement. SignalWire, SignalWire CLOUD, SignalWire STACK, and FreeSWITCH are trademarks of SignalWire, Inc. and may not be used by Customer without SignalWire's express authorization.

B. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly: (a) use any of SignalWire's business, technical, or financial information that is designated in writing as confidential or is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed to create any service, software, documentation, or data that is similar to any aspect of the SignalWire Services; (b) disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code of the Platform or the underlying ideas, algorithms, or trade secrets therein; (c) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify any aspect of the SignalWire Services; (d) use or allow the transmission, transfer, export, re-export, or other transfer of any product, technology, or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; (e) use or attempt to use the SignalWire

Services to (i) send harassing messages, (ii) knowingly call numbers that have been listed on any municipality's or federal "Do Not Call" registry, (iii) access or allow access to emergency services, such as 911-types of communication, (iv) engage in fraud or phishing of sensitive data, or (v) misrepresent its identity; (f) violate a country's or a state's law by using the SignalWire Services to record a telephone conversation without ensuring all parties are informed. Customer may not use the recording capability of SignalWire Services unless it has determined that its use is legal; or (g) permit any third party to engage in any of the foregoing prohibited acts.

C. All of Customer's (a) suggestions for correction, change, or modification to the SignalWire Services, (b) evaluations, (c) benchmark tests, and (d) other feedback, information, and reports provided to SignalWire hereunder (collectively, "**Feedback**") will be the property of SignalWire. Customer hereby assigns any rights in such Feedback to SignalWire. Customer agrees to assist SignalWire, at SignalWire's expense, in obtaining intellectual property protection for such Feedback, as SignalWire may reasonably request.

D. Customer retains ownership of all right, title, and interest in and to the Customer Content (as defined below). During the term of this Agreement, Customer hereby grants to SignalWire a limited, worldwide, non-exclusive, non-transferable (except as provided in Section 14.B), royalty-free right to use the Customer Content solely as necessary to provide the SignalWire Services in accordance with this Agreement and applicable law. "**Customer Content**" means all Content (as defined below) made available by Customer or its customers to SignalWire for use in connection with the SignalWire Services or generated by Customer via use of the SignalWire Services and includes, without limitation, Customer's trademarks and logos, all data specific to Customer's live video chats, SMS and MMS messages to and from end users, and text chats with customers and visitors to its website and all data pertaining to or identifiable to such persons. "**Content**" means text, images, documents, materials, photos, audio, video, and all other forms of data or communication. SignalWire may create aggregated and de-identified data that is derived from Customer's use of the SignalWire Services ("**Aggregated Usage Data**"). SignalWire may use Aggregated Usage Data for SignalWire's internal and business operations, including to conduct aggregate analysis of the Subscription Services' performance and use. SignalWire may disclose the results of its analysis of Aggregated Usage Data to third parties as SignalWire reasonably considers necessary, provided that such results do not contain any personally identifiable information of Customer's users, identify either Customer or any of its users, or enable a third party to determine that either Customer or any of its users were the source of such information. For the sake of clarity, neither Aggregated Usage Data nor the results of its analysis are confidential information of Customer.

5. PAYMENTS, TAXES, AND REFUNDS

A. Customer agrees to pay SignalWire in real time for its use of SignalWire Services at the rates found on the respective "Products" pages, under the "Pricing" tab, on the SignalWire Website.

B. Customer shall make all payments to SignalWire using a credit card. Customer shall make payments without any right of set-off or deduction. Customer shall make all payments related to this Agreement in United States dollars. If, at any time, Customer's account shows a negative balance, SignalWire may charge Customer's credit card the amount necessary to bring the account balance to zero dollars, with or without notice to Customer. If Customer has multiple accounts and one or more accounts has a negative balance, SignalWire may charge Customer's credit card on any of Customer's accounts the amount necessary to bring any negative account balance to zero dollars. If Customer has a negative balance and does not have a credit card on its account, SignalWire may restrict Customer's access to the SignalWire Services and may pursue any method of recovering the amount Customer owes. Customer shall reimburse SignalWire for any and all costs

SignalWire incurs in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. Fees and charges for any new SignalWire Services or any new feature of SignalWire Services shall be effective when SignalWire posts such updated fees and charges on the SignalWire Website, unless SignalWire expressly states otherwise in a notice.

C. Customers that sign a separate Order Form may be subject to unique payment terms and conditions. Where an Order Form's terms and conditions differ from those in this Agreement, the Order Form's terms and conditions shall control and supersede any inconsistency.

D. Any government or telecommunications carrier/partner fees, charges, taxes, duties, and tariffs which are passed through by SignalWire at-cost may be increased or added at any time with or without notice. SignalWire may charge Customer these pass-through fees, charges, taxes, duties, and tariffs in arrears. As the end user, Customer is responsible for payment of such fees, charges, taxes, duties, and tariffs. Without limitation, Customer is responsible for all applicable sales taxes unless Customer first claims a sales tax exemption by providing SignalWire with an exemption certificate acceptable to the applicable authorities.

E. Customer is solely responsible for the cost of any phone number monthly fees and short code term fees incurred through its use of SignalWire Services. If Customer ends its use of SignalWire Services and wishes to end its leases for any phone numbers or short codes, Customer shall release its phone numbers and short codes associated with the SignalWire Services. Customer shall continue to pay any phone number monthly fees and short code term fees for phone numbers and short codes that remain unreleased. In no event shall SignalWire refund any payment for Customer's failure to release its phone numbers or short code.

F. In general, Customer is not entitled to any refund of payments. Notwithstanding the foregoing, Customer may request a refund in the case of erroneous charges directly caused by SignalWire's error. To request a refund, Customer shall contact SignalWire as soon as it believes an error has occurred. SignalWire, in its sole discretion, may grant the refund request. Without limitation, in no event will SignalWire refund payments for charges: (a) paid for using a prepaid card; (b) arising out of Customer's error or omission; (c) incurred due to fraud for which SignalWire was not responsible; (d) related to phone number monthly costs; or (e) related to short code term costs.

6. USE AND SUSPENSION

A. Customer shall comply with SignalWire's Messaging Requirements and Code of Conduct, which SignalWire may modify at any time without notice. The Messaging Requirements and Code of Conduct is made a part of this Agreement and can be found at https://signalwire.com/legal/messaging-code-of-conduct, and any modifications thereto shall be considered incorporated into this Agreement and accepted by Customer's continued use of the SignalWire Services. SignalWire may investigate complaints or alleged violations of the Messaging Requirements and Code of Conduct and take immediate action with or without notice to Customer.

B. Customer may not engage in the illegal, harmful, or inappropriate use of the SignalWire Services, including the transmission, distribution, and storage of communications. Violations of this policy may result in Customer's immediate suspension or termination and may involve further legal or regulatory actions. Specific to voice-related SignalWire Services, Customer shall comply with the following:

i. Illegal Use and Violations. Customer may not use voice-related SignalWire Services for any illegal activity (including but not limited to, violations of laws

such as the Telephone Consumer Protection Act), fraud, or harassment. Specifically, Customer may not use the SignalWire Services: (a) to conduct robocalls, unsolicited marketing, or any other spam-related activities; (b) for disposable or fraudulent purposes, such as evading fraud detection systems or conducting temporary activities; (c) for unauthorized transmission of copyrighted or trademarked material; or (d) to transmit obscene, defamatory, or threatening content.

ii. Prohibited Activities. Customer may not attempt to bypass service limitations, interfere with SignalWire's network or the SignalWire Services, or engage in Denial of Service (DoS) attacks. Customer may not misrepresent the origin of any communication, including forging caller ID information or using any SignalWire Services to spoof identities.

iii. Compliance with Regulations. Customer shall comply with all applicable federal, state, and international regulations governing the use of telecommunications services, including number aging and reassignment rules. Additionally, Customer must adhere to industry standards and guidelines set by regulatory bodies and telecom providers.

iv. Complaints. Customer shall promptly respond to any complaints related to its use of the SignalWire Services, including issues of spam, harassment, and/or other violations. Failure to address complaints within twenty-four (24) hours of SignalWire's notice may result in suspension or termination of Customer's right to access or use the SignalWire Services.

C. Customer shall adhere to the following security standards and incident reporting duties:

i. Customer shall be solely responsible for maintaining the security and confidentiality of any and all account credentials, including but not limited to passwords, API keys, and access tokens, utilized to access the SignalWire Services ("**Credentials**"). Customer is responsible for all activities that occur under its account.

ii. In the event of any actual or suspected security breach, compromise, or unauthorized access involving Customer's Credentials or account (each, a "**Security Incident**"), Customer shall notify SignalWire in writing immediately and without undue delay, and in no case later than forty-eight (48) hours upon discovery of said Security Incident.

iii. Following the discovery of a Security Incident, Customer shall take all necessary and appropriate remedial actions to mitigate the effects of the Security Incident and prevent future occurrences. Such actions include, but are not limited to, the prompt revocation of compromised Credentials, the re-issuance of new, secure Credentials, and the implementation of enhanced security measures. Customer shall cooperate fully with SignalWire in any investigation and remediation of the Security Incident.

D. SignalWire may suspend Customer's right to access or use any portion or all of the SignalWire Services immediately upon notice to Customer if SignalWire determines: (a) Customer's use of the SignalWire Services (i) poses a security risk to the SignalWire Services or any third party, (ii) could adversely impact SignalWire's systems, the SignalWire Services, or the systems of any other SignalWire customer, (iii) could subject SignalWire, its affiliates, or any third party to liability, or (iv) could be fraudulent; (b) Customer is or is attempting to (i) reverse engineer, disassemble, or de-compile the SignalWire Services, (ii) access the SignalWire Services for the purposes of building a competitive product or service or copying their features, functions, and/or interfaces, or

(iii) bypass, exploit, defeat, or disable any limitations or restrictions placed on the SignalWire Services; (c) Customer is in breach of this Agreement; (d) Customer is in breach of its payment obligations under Section 5; or (e) Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

E. If SignalWire suspends Customer's right to access or use any portion or all of the SignalWire Services: (a) Customer remains responsible for all fees and charges it incurs during the period of suspension; and (b) Customer will not be entitled to any service credits for any period of suspension.

F. Where SignalWire incurs any regulatory fine, forfeiture, penalty, or carrier-assessed charge (collectively, a "**Regulatory Fine**"), either directly or through a Carrier Partner or other service provider, arising out of or attributable to Customer's alleged or actual conduct or violation of this Agreement or applicable law, Customer shall: (i) reimburse SignalWire in full for the amount of any such Regulatory Fine within thirty (30) calendar days of SignalWire's written demand; and (ii) pay SignalWire an administrative penalty of $1,000 per Regulatory Fine event. The foregoing obligations are in addition to, and do not limit, Customer's indemnification obligations under Section 11.B or any other remedy available to SignalWire. For the avoidance of doubt, Customer's reimbursement obligation under this Section 6.F is not subject to the aggregate liability cap in Section 10.B.

7. TERM AND TERMINATION

A. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with this Section 7.

B. SignalWire may terminate this Agreement for any reason by providing at least thirty (30) days' advance written notice to Customer.

C. SignalWire may terminate this Agreement immediately upon written notice to Customer if SignalWire determines that: (a) Customer used any SignalWire Services in an unauthorized manner, (b) Customer failed to make timely payment to SignalWire within five (5) days after written overdue notice, (c) Customer committed a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of material breach, or (d) the SignalWire Services have become, or in its reasonable opinion are likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation.

D. Customer may discontinue its use of SignalWire Services at any time. If Customer ceases its use of SignalWire Services and/or deletes its account, Customer remains responsible for, and shall pay, all fees and charges it owes for its use of the SignalWire Services, including any phone number monthly fees and short code term fees whose periods may extend beyond the last date of Customer's use of SignalWire Services.

E. Where Customer signs a separate Order Form it may be subject to unique terms and termination language. Where an Order Form's term and termination language differs from those in this Agreement, the Order Form's term and termination language shall control and supersede any inconsistency.

F. Sections 2.C, 2.D, 3, 4, 5, 7.D, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive the termination of this Agreement for any reason.

8. CONFIDENTIALITY

A. This SignalWire intends to fully comply with the Communications Assistance for Law Enforcement Act ("**CALEA**"). By using the SignalWire Services, Customer hereby agrees and consents to SignalWire's right to monitor and otherwise disclose the nature and content of Customer's communications if and as required by CALEA without any further notice to Customer. Any lawful intercept requests must be forwarded to legal@signalwire.com.

B. The Parties shall retain in confidence all information and know-how transmitted by one Party to the other Party that is clearly designated as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought reasonably to be treated as proprietary and/or confidential, and will make no use of such information and know-how except to further the purposes set forth in this Agreement.

C. Notwithstanding Section 8.B, the Parties need not maintain the confidentiality of information that: (a) is now or subsequently becomes generally known or available by publication, commercial use, or otherwise through no fault of the recipient; (b) is known by the recipient at the time of disclosure and is not subject to restriction; (c) is independently developed by the recipient without use of the discloser's confidential information; or (d) is lawfully obtained from a third-party who has the right to make such disclosure. Further, the recipient may disclose confidential information as required by government or judicial order, provided the recipient gives the disclosing party written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's confidential information.

9. WARRANTY AND DISCLAIMER

A. SignalWire represents and warrants as follows: (i) the SignalWire Services will materially conform to their then-current Documentation; (ii) SignalWire will maintain appropriate administrative, physical, and technical safeguards consistent with prevailing industry standards and designed to protect the security of the SignalWire Services and Customer Content; and (iii) SignalWire will comply with all applicable laws and regulations in its performance of the Agreement, including the collection and use of personally identifiable information.

B. Except for the foregoing, the SignalWire Services are provided to Customer "as is," and SignalWire and its suppliers disclaim all other warranties, either express or implied, including but not limited to any warranty of merchantability, non-infringement, and/or fitness for a particular purpose. SignalWire and its suppliers do not warrant that the SignalWire Services will meet Customer's requirements or that the operation thereof will be uninterrupted or error-free, or that errors will be corrected.

10. LIMITATION OF LIABILITY

A. In no event shall either party have any liability for consequential, exemplary, special, indirect, incidental, or punitive damages, including (without limitation) any lost profit, lost data, or business interruption, even if it has been advised of the possibility of such damages.

B. In any event, and notwithstanding any other provision in this Agreement, the aggregate liability of SignalWire for any reason and upon any cause of action under this Agreement

shall be limited to the amount Customer paid to SignalWire during the six (6) months prior to the date upon which the cause of action arose.

C. The limitations and exclusions of liability in Sections 10.A and 10.B shall not apply to nor limit either party's liability for infringement of the other party's intellectual property rights; Customer's violation of applicable law; or SignalWire's obligations under Section 11.

11. INDEMNIFICATION

A. Indemnification by SignalWire.

i. If a third party brings a claim against Customer in a court of the United States alleging the SignalWire Services as provided by SignalWire directly infringe the intellectual property rights of the third-party claimant, SignalWire will defend Customer against any such claim and will pay Customer for finally-awarded damages and costs and SignalWire-approved settlements of the claim, provided that Customer (i) notifies SignalWire promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law); (ii) gives SignalWire sole control of the defense and any settlement negotiations; and (iii) gives SignalWire the information, authority, and assistance SignalWire needs to defend against or settle the claim. Notwithstanding the foregoing, if the claim is one of patent infringement, Customer shall bear all costs of defending the claim unless the court provides a final judgment of infringement, in which case SignalWire shall indemnify Customer for the damages the court awards to the third-party claimant.

ii. SignalWire's obligations to defend or indemnify will not apply to the extent that a claim is based on: (i) Customer's content or Customer's or a third party's technology, software, materials, data, or business processes; (ii) a combination of the SignalWire Services with non-SignalWire products and/or services; (iii) Customer's modification of the SignalWire Services; (iv) Customer's failure to incorporate the latest updates or upgrades to the SignalWire Services, where made available to Customer; (v) technology already in use at the time of Customer's first use of the SignalWire Services; and/or (vi) any use by Customer of the SignalWire Services not in compliance with this Agreement or any relevant Order Form.

iii. SignalWire may, in its discretion and at no cost to Customer, (a) modify the SignalWire Services to avoid infringement, or (b) terminate Customer's subscription for the affected SignalWire Services and refund to Customer any related prepaid fees.

iv. The indemnification provided in this Section 11 shall be Customer's sole and exclusive remedy against SignalWire with respect to any third-party claims or disputes brought against Customer regarding the SignalWire Services.

B. Indemnification by Customer.

i. If a third party brings a claim against SignalWire in a court of the United States alleging or arising out of (a) Customer's violation of applicable law; or (b) Customer's use of applications, products, and/or services that it provides and uses in connection with the SignalWire Services under this Agreement, Customer will defend SignalWire against any such claim and will pay SignalWire for finally-awarded damages and costs and Customer-approved settlements of the claim, provided that SignalWire (I) notifies Customer promptly in writing, not later than thirty (30) days after SignalWire receives notice of the claim (or sooner if required by applicable law); (II) gives Customer sole control of the defense and

any settlement negotiations; and (III) gives Customer the information, authority, and assistance Customer needs to defend against or settle the claim.

ii. Customer agrees to indemnify and hold harmless SignalWire from any losses, damages, costs, or expenses resulting from any third-party claim or allegation arising out of any alleged or actual misuse of SignalWire Services by Customer.

12. THIRD-PARTY CONTENT

A. The SignalWire Services enable Customer to link to and access third-party websites, platforms, content, products, services, and information ("**Third-Party Services**"). SignalWire does not control and is not responsible for Third-Party Services. Customer is solely responsible for: (i) ensuring that it complies with the terms of use for Third-Party Services, (ii) ensuring that its access and use is authorized by the terms of use for the Third-Party Services, and (iii) any transfer or distribution of its content from the SignalWire Services to Third-Party Services.

B. Any Third-Party Services that SignalWire Services link to or access are provided "as-in" and "as available," and SignalWire is not responsible for, and has no obligation to Customer regarding, Third-Party Services. SignalWire disclaims all liabilities arising from or related to Third-Party Services.

C. Customer acknowledges that (i) the nature, type, quality, and availability of Third-Party Services may change at any time with or without notice and (ii) Third-Party Services that connect with SignalWire Services depend on the availability of third-party API. SignalWire may change or modify SignalWire Services as a result of changes to third-party APIs, including ending Customer's access to certain Third-Party Services. Any changes to Third-Party Services, their availability, or their APIs do not change Customer's obligations under this Agreement or any related Order Form.

13. BETA SERVICES

A. Customer may elect to participate in any evaluation or test of any pre-production version of any SignalWire services that are offered by SignalWire to Customer for the sole purpose of testing and evaluating such services ("**Beta Services**").

B. If Customer elects to participate in any evaluation or test of any Beta Services, then the following conditions in this Section 13 shall apply. As to the Beta Services specifically, the terms of this Section 13 shall control over any conflicting provision of the Agreement. By using Beta Services, Customer acknowledges that:

i. Beta Services are provided "as-is" and "as available" with no warranty whatsoever;

ii. Beta Services are a pre-release, pre-production version and may not work properly and that Customer's use of Beta Services may expose it to unusual risks of operational failures;

iii. Customer shall not use Beta Services in a live production environment;

iv. Customer shall not use Beta Services where their use could affect any systems relating to the control of hazardous environments, life support, or weapons systems;

v. The commercially released version of the Beta Services may change substantially from the pre-release version, and programs that use or run with the pre-release

version may not work with the commercial release or subsequent releases; and

vi. SignalWire may, in its sole discretion, terminate Beta Services at any time without notice.

C. Customer shall provide prompt feedback regarding its experience with Beta Services in a form reasonably requested by SignalWire, including information necessary to enable SignalWire to duplicate errors or problems that Customer may experience. Customer agrees that all information regarding its use of Beta Services, including Customer's experience with and opinions of Beta Services, will be deemed SignalWire's confidential information, subject to protection under Section 8. Customer shall not disclose such testing results or experiences with any third party or use them for any purpose other than providing feedback to SignalWire.

D. Customer agrees that SignalWire may use Customer's Beta Services feedback for any purpose whatsoever, including product development purposes. At SignalWire's request, Customer shall provide SignalWire with comments that SignalWire may use publicly for press materials and marketing collateral. Any intellectual property inherent in Customers feedback or arising from Customer's testing of Beta Services will be deemed the exclusive property of SignalWire.

E. Customer is not entitled to any refund or any other form of compensation (including Service Credits under any SignalWire SLA) for downtime or other problems that may result from Customer's use of Beta Services. Subject to the foregoing limitations, the maximum aggregate liability of SignalWire and any of its employees, agents, affiliates, or suppliers, under any theory of law (including breach of contract, tort, strict liability, and infringement) for harm to Customer arising from its use of Beta Services will be a one-time payment of money not to exceed one hundred dollars ($100.00).

14. MISCELLANEOUS

A. Use of Carrier Partner Services. SignalWire uses the services of certain third-party carrier partners (each, a "**Carrier Partner**") to provide the SignalWire Services to Customer, and Customer agrees to the terms in Exhibit A as a condition of using the SignalWire Services and any Carrier Partners' services.

B. Customer's Clients and End Users. Customer agrees that it will ensure that its clients and end users agree to terms and conditions consistent with those in this Agreement with respect to those clients' and end users' use of the SignalWire Services and any Carrier Partners' services.

C. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

D. Assignment. Neither party may assign this Agreement or its rights or obligations under this Agreement to any person or party, whether by operation of law or otherwise, without the prior consent of the other party (at such party's sole discretion). Any attempt to assign this Agreement without such prior consent, where such consent is required, shall be null and void. Notwithstanding the foregoing, either party may assign or otherwise transfer this Agreement to (i) its affiliate or (ii) any successor by way of acquisition or merger, so long as such assignee assumes all of the assigning party's obligations hereunder and is not a competitor of the non-assigning party. Subject to the foregoing conditions, this Agreement shall be binding upon and inure to the benefit of each party and its respective successors and assigns. There are no intended third-party beneficiaries of this Agreement.

E. No Waiver; Limitations. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. To the extent permitted by applicable law, no action, regardless of form, arising out of this Agreement may be brought by Customer more than one (1) year after the cause of action has accrued.

F. Governing Law and Venue. The terms of this Agreement will be governed by and interpreted according to the laws of the State of California without regard to conflicts of laws and principles that would cause laws of another jurisdiction to apply. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 14.E, any legal suit, action or proceeding arising out of or related to this Agreement or the SignalWire Services shall be instituted in either the state or federal courts of Santa Clara County, California, and the Parties each consent to the personal jurisdiction of these courts.

G. Disputes. Any dispute or claim relating in any way to Customer's use of the SignalWire Services or to this Agreement will be resolved by binding arbitration rather than in court, except that either party may assert claims in small claims court if the applicable claims qualify. Prior to initiating arbitration proceedings, however, each party agrees to participate in a half-day, non-binding mediation session conducted via videoconference (e.g., SignalWire Work). The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would. The Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the Parties waive any right to a jury trial. Notwithstanding the foregoing, the Parties agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights or a breach of confidentiality.

H. Notices

i. To Customer. SignalWire may provide any notice to Customer under this Agreement by sending a message to the email address then associated with Customer's account. Notices SignalWire provides by posting on the SignalWire Website shall be effective as of the time and date of posting. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with its account when SignalWire sends the email, whether or not Customer actually receives the email. SignalWire assumes no liability or responsibility for Customer's failure to receive any email if such failure is due to Customer's inaccurate information on its account.

ii. To SignalWire. To give SignalWire notice under this Agreement, Customer shall contact SignalWire by personal delivery, overnight courier, or registered or certified mail to: SignalWire, Inc., 246 E Main Street, Unit 516, Stoughton, WI 53589, Attention: Legal Department. Notice shall be deemed to have been received by SignalWire, and shall be effective: (a) ten (10) business days after such notice is prepaid and deposited in the local postal system or (b) on the day received, if sent with a reputable, expedited overnight or international courier or hand delivered.

I. Export Law Assurances. Customer acknowledges that the SignalWire Services may be subject to export and import control laws and agrees to comply fully with those laws in connection with the SignalWire Services. Customer agrees that the SignalWire Services are not being, and will not be, acquired for, shipped, transferred, or re-exported, directly

or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for: nuclear activities, chemical or biological weapons, or missile projects unless expressly authorized by the U.S. government. Customer hereby certifies that it is not prohibited by the U.S. government from participating in export or re-export transactions.

J. U.S. Government Restricted Rights. If the SignalWire Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense ("DOD") acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the government's rights, including its rights to use, modify, reproduce, release, perform, display, or disclose software or any documentation, will be subject in all respects to the license rights and restrictions provided in this Agreement.

K. Force Majeure. Except for performance of a payment obligation, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, an outbreak of infectious disease, epidemic or pandemic, or any causes beyond the reasonable control of that party.

L. Data Processing Addendum. To the extent SignalWire processes Personal Data (as defined in the Data Processing Addendum) on behalf of Customer in connection with the SignalWire Services, the SignalWire Data Processing Addendum (the "**DPA**") is hereby incorporated into and forms part of this Agreement. The DPA is available at https://signalwire.com/legal/data-processing-addendum (or such successor URL as SignalWire may designate) and may be executed via an Order Form, a DPA setup page, or other written agreement referencing the DPA. In the event of any conflict between the DPA and this Agreement, the DPA will control with respect to the subject matter of data processing, privacy, security incident notification, and cross-border transfer mechanisms, and this Agreement will control with respect to all other subject matter, except to the extent applicable law requires otherwise. Customer acknowledges that the DPA may reference Standard Contractual Clauses and other cross-border transfer mechanisms, which are incorporated by reference when applicable under the DPA. SignalWire may update the DPA from time to time; however, SignalWire will not materially reduce Customer's rights under the DPA without providing notice to Customer, and any updates will apply prospectively from the effective date stated in the updated DPA.

M. Data Retention. SignalWire shall retain Customer Content in accordance with its Data Retention Policy and in compliance with all applicable data retention laws and regulations.

N. Publicity and Endorsement. During the Term of this Agreement, SignalWire may issue a press release in which it announces that Customer has subscribed to the SignalWire Services. Customer, at its discretion, may also issue a press release about the mutually agreed content. Neither party shall release its press release without first providing such press release to the other party for its review and approval, which approval shall not be unreasonably withheld or delayed. Customer hereby consents to inclusion of its name and logo in client lists and marketing materials that may be published as part of SignalWire's marketing and promotional efforts.

O. Entire Agreement. This Agreement, together with all applicable Order Forms, comprises the entire agreement between the Parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings, and other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. In the event of any inconsistencies between the terms of an Order Form and this Agreement, the Order Form shall take precedence. SignalWire may change or modify this Agreement at any time, in accordance with the third paragraph of the first page of this Agreement.

EXHIBIT A
Carrier Partner Services

If Customer receives the services of any Carrier Partner in connection with SignalWire Services, Customer agrees to the following terms and conditions governing the use of the Carrier Partners' services and will ensure that any of its clients or end users that use the Carrier Partners' services are bound by contractual terms that are consistent with these terms and conditions. SignalWire and its Carrier Partners may suspend Customer's, and its customer's and end user's, access to SignalWire Services in the event of a violation of these terms and conditions.

1. Customer shall not (and shall ensure that none of its clients or end users) use any SignalWire Services or the Carrier Partners' services, networks, or equipment in any manner that:

    a. violates any applicable international, federal, state, or local law, regulation, treaty, or tariff;

    b. violates the privacy rights of others;

    c. involves deceptive online marketing practices including, without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing;

    d. violates any specific instructions given by any Carrier Partners for reasons of health, safety or quality of any other telecommunications services provided by the Carrier Partners or by reason of the need for technical compatibility of equipment related to the service provided by Carrier Partners;

    e. involves unauthorized use (or attempted unauthorized use) or sabotage of any Carrier Partner computer, equipment, or network;

    f. attempts to interfere with or deny service to any user or host (e.g., denial of service attacks and/or DNS spoofing attacks);

    g. facilitates the transmission or use of any: (i) malicious code (including malware, viruses, worms, and Trojan horses); (ii) traps, time bombs, or other code with a latent ability to disable or cripple software or services; (iii) code that would allow any third party to interfere with or access any data; or (iv) signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any Carrier Partner or any third party;

    h. circumvents, disables, violates, or otherwise interferes with the security or integrity of any Carrier Partner's services, their operation, any networks or servers used in connection with such Carrier Partner's services, or any activity being conducted in or in relation to the same (or attempt at any of the foregoing);

    i. uses any calling method/program/script/command, or sending messages of any kind, designed to interfere with a Carrier Partner's third-party customer terminal session, via any means, locally, or via the Internet;

    j. furnishes false, incorrect, or misleading information, including related to any user identification information on any Carrier Partner signup form or in any other relevant context (such as information that impersonates any person or entity);

    k. infringes on the intellectual property rights or other rights of any Carrier Partner or any third party, including any of their patents, trademarks, trade secrets, proprietary information, or rights related to confidentiality, licensing, publicity, or any other rights or legal obligations of any wireless service provider or any of its clients or end users;

    l. attempts to: (i) reverse engineer, decompile, copy or disassemble any Carrier Partner's services; (ii) market, sell, sublicense, rent, lease, or otherwise distribute those services (without express authorization from the Carrier Partner to do so), in whole or in part; (iii) modify, upgrade, improve, enhance or create derivative works of any portion of any Carrier Partner's services for any purpose (including without limitation error correction or any other type of maintenance); or (iv) remove, obscure, or alter any identification, proprietary,

copyright or other notices in any Carrier Partner's services;

m. sends spam or unsolicited messages or other communications to persons or entities that have not agreed to receive such communications or to whom Customer or its applicable clients or end user does not otherwise have a legal right to send such communications;

n. sends or transmits content that is obscene, sexually suggestive or explicit, threatening, libelous, deceptive, coercive, defamatory, abusive, harmful to minors, excessive in quantity, potentially harmful to the reputation of Carrier Partner, objectionable to Carrier Partner, or that is not in compliance with the regulations, orders, or directions issued by any legal, governmental, or regulatory authority;

o. fails to obtain applicable verifiable informed consent from any of its clients or end users in accordance with relevant laws;

p. breaches, interferes, or attempts to interfere with any requirements, procedures, policies, or regulations of any mobile industry association, regulator, or any service provider of any Carrier Partner;

q. gathers, stores, uploads or otherwise transmits any data for which it does not have a right to do so;

r. supports or carries any emergency calls to any medical rescue, emergency, or law enforcement agency, service or provider of any kind;

s. suppresses, alters, or otherwise manipulates call details, including but not limited to deleting, obscuring or changing the origination information of any traffic delivered to Carrier Partner;

t. makes any representations with respect any Carrier Partner's services that are inconsistent with any express representations of such Carrier Partner;

u. fails to comply with any requests for documentation and information from any Carrier Partner relating to its client's or end users' use of any of the Carrier Partner's services, including by providing commercially reasonable cooperation as is required by any Carrier Partner to enable it to comply with requests and investigations by regulators, law enforcement agencies and service providers relating to the Carrier Partner's services and data; and

v. violates the acceptable use policies of any Carrier Partners or any of the networks, equipment, or services that are accessed through any of the Carrier Partners' services.

2. Confidentiality – Customer shall maintain the confidentiality of all confidential information received from Carrier Partners in connection with the delivery of Carrier Partners' services and shall not disclose such information to any third party without the prior written consent of the respective Carrier Partner. Customer shall ensure that its employees, sub-contractors, clients, and end users who have access to such confidential information are bound by similar obligations of confidentiality. The terms in the Agreement governing SignalWire's and Customer's handling of confidential information shall govern Customer's handling of any Carrier Partner's confidential information, mutatis mutandis. "**Mutatis mutandis**" as used throughout this Exhibit A means that, with the necessary modifications, the same terms and conditions will apply but with the changes needed to render them applicable to Customer with respect to its use of Carrier Partner's services.

3. Data Protection – Customer shall comply with all applicable data protection laws and regulations in connection with the processing of personal data provided by Carrier Partners or collected or processed during the course of the delivery or use of such Carrier Partners' services. Customer shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage. The terms in the Agreement governing SignalWire's and Customer's handling of any personal data shall govern Customer's handling of personal data collected from or processed with Carrier Partner, mutatis mutandis.

4. Intellectual Property – Customer acknowledges that all intellectual property rights in any of the services provided by Carrier Partners under this Agreement shall remain the property of the respective Carrier Partner and/or its licensors. Customer shall not copy, modify, distribute, or use any Carrier

Partner's services except as expressly authorized in writing by such Carrier Partner. The terms governing SignalWire's and Customer's handling of any intellectual property exchanged between them shall govern Customer's handling of intellectual property provided by Carrier Partner through its services, mutatis mutandis.

5. Compliance with Laws – Customer shall, in its use of any Carrier Partner's services, fully comply with all applicable national, state, and local laws, regulations, ordinances, rules, and orders, including but not limited to those relating to export and import, data protection and privacy, employment and labor, health and safety, and the environment.

6. Warranties – Except as expressly stated by the applicable Carrier Partner, each Carrier Partner's services are provided on an "as is" and "as available" basis without warranties of any kind, either express, implied, written, oral, or statutory, including but not limited to warranties of title, non-infringement or implied warranties of merchantability for a particular purpose, and Carrier Partners do not warrant that their services are completely error-free or that they will operate without interruption.

7. Indemnification – Customer shall indemnify, defend, and hold harmless SignalWire from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with Customer's breach of the terms and conditions of this Exhibit A and its use of any Carrier Partner's services.

8. Limitation of Liability – Customer and its clients and end users access the Carrier Partners' services at their own risk. Customer agrees that neither SignalWire nor any Carrier Partner shall be liable for any loss or damage sustained by Customer or its clients or end users due to any failure, delay, interruption, or degradation of the Carrier Partner's services, including but not limited to any special, incidental, punitive, consequential, or indirect damages, lost profits, loss of business or any other pecuniary losses.

9. Termination – Customer acknowledges that each Carrier Partner may terminate the right of Customer, its clients, or end users to access such Carrier Partner's services immediately upon written notice in the event of a material breach by Customer, or any of its clients, or end users of the terms of this Exhibit A or its separate terms or policies. Upon such termination, Customer shall immediately cease all use of the Carrier Partner's services and return or destroy any and all confidential information in its possession that was provided by the Carrier Partner. Customer further acknowledges that many of SignalWire's agreements with Carrier Partners allow for termination for convenience and that, in such cases, such Carrier Partners may terminate Customer's and its clients' and end users' access to the Carrier Partner's services for any reason or no reason at all.

10. Special SMS and Calling Requirements – Customer and its clients and end users that send and receive SMS messages using any Carrier Partner's services may incur third-party (e.g., wireless service provider) charges for which they will be responsible. Customer will ensure that all of its clients and end users and any third parties to whom SMS messages may be transmitted using any Carrier Partner services are given the right to opt-in and opt-out of the SMS messages. Customer and its clients and end users shall not use any Carrier Partner's services for: (i) inbound calls made up of high-volume traffic with short call durations (calls equal to or less than 6 seconds in length), and (ii) inbound collect calls.

EXHIBIT B
SignalWire AI Agent™

If Customer utilizes any SignalWire artificial intelligence voice agent product or service ("**SignalWire AI Agent**") in connection with SignalWire Services, Customer agrees to the following additional terms and conditions that supplement the Agreement. SignalWire may suspend Customer's access to SignalWire Services in the event of a violation of these terms and conditions.

1. Restrictions – Customer shall not use the SignalWire AI Agent in any manner that:
    a. Violates any telecommunications laws or regulations;
    b. Violates any employment laws or regulations, including those related to human resource management and non-discrimination;
    c. Deceives consumers, affects or promotes unfair commercial practices, or otherwise violates consumer protection laws or regulations;
    d. Infringes upon any third-party intellectual property rights;
    e. Misleads consumers into believing that SignalWire AI Agent is human or otherwise conceals the fact that SignalWire AI Agent is artificial intelligence; or
    f. Directs, encourages, or otherwise suggests in any way that Customer's users cause harm to themselves or others.

2. AI Agent Data – All information, data, text, software, graphics, commentary data, video content, messages, or any other materials that Customer utilizes in or in support of its use of the SignalWire AI Agent (collectively, "**AI Agent Data**") is solely owned by either Customer or the person from whom such AI Agent Data originated, as applicable. Customer is wholly responsible for all AI Agent Data it downloads, posts, or otherwise transmits. Any AI Agent Data that Customer submits to the Hosted Service or creates using the SignalWire AI Agent may be read, collected, and used by SignalWire. SignalWire may, in its sole discretion, refuse, modify, or delete any AI Agent Data that it reasonably considers to violate the terms of the Agreement or that it deems to be otherwise illegal, offensive, or indecent. SignalWire may retain AI Agent Data and may also disclose AI Agent Data if required to do so by judicial or government mandate or as reasonably determined useful by SignalWire to protect the rights, property, and/or personal safety of SignalWire, SignalWire customers, or the general public. SignalWire does not control or endorse the AI Agent Data, nor does it guarantee the accuracy or integrity of such AI Agent Data, and therefore, Customer bears all risks associated with reliance on any such AI Agent Data. SignalWire will not be liable in any way for any loss or damage (including but not limited to any loss or damage due to an error or omission of SignalWire) incurred as the result of the use, representation, or interpretation of any AI Agent Data posted, transmitted, or made available through the use of the SignalWire AI Agent.

3. Indemnification for Violations – Customer agrees to indemnify, defend, and hold harmless SignalWire from any and all claims and actions, and resulting losses, damages, costs, or expenses, arising out of any alleged or actual violation of this Exhibit B by Customer and/or its users.

4. Ownership of Property Generated Using the SignalWire AI Agent – Customer shall not claim any rights in any property generated using the SignalWire AI Agent, all of which shall belong solely to SignalWire.

5. SignalWire Large Language Model (LLM) Partners – SignalWire uses only LLM partners that it reasonably believes will adhere to all relevant data protection, privacy, and intellectual property laws. Customer understands and agrees that SignalWire's LLM partners' services may malfunction and cause errors with the SignalWire AI Agent. SignalWire disclaims any and all liability for any malfunction of the SignalWire AI Agent arising out of, caused by, or related to the acts or omissions of SignalWire's LLM partners or the functioning or malfunctioning of their respective services. If SignalWire chooses to utilize its own LLM in connection with the SignalWire AI Agent, this paragraph shall apply to SignalWire in the same manner as it applies to SignalWire's LLM partners.