# TELEPHOS LLC TERMS OF SERVICE

Last Updated: July 16, 2026

> **BY DOWNLOADING AND/OR USING TELEPHOS'S APP, OR BY SUBSCRIBING OR USING TELEPHOS AI PLATFORM AND RELATED SERVICES (EACH AS DEFINED BELOW IN SECTION 1) THROUGH THE TELEPHOS-APPROVED FORM OR ONLINE SUBSCRIPTION PROCESS ("ORDER"), YOU AGREE TO THE TERMS OF THIS AGREEMENT, AS UPDATED FROM TIME TO TIME.**

**THIS AGREEMENT GOVERNS YOUR ACCESS AND USE OF THE TELEPHOS PLATFORM AND SERVICES (EACH AS FURTHER DEFINED BELOW).**

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "CLIENT" "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND SHALL NOT BE PERMITTED TO USE THE SERVICES.

FURTHERMORE, BY ACCEPTING THIS AGREEMENT YOU REPRESENT AND WARRANT THAT ANY AND ALL INFORMATION YOU PROVIDE US THROUGH THE SERVICES IS TRUE, ACCURATE AND COMPLETE. THE PROVISION OF FALSE OR FRAUDULENT INFORMATION IS STRICTLY PROHIBITED.

AS USED HEREIN, THE FOLLOWING DEFINITIONS SHALL APPLY: "AGREEMENT" OR "TERMS" MEANS THESE TERMS OF SERVICE AND ALL MATERIALS AND LINKS REFERRED TO HEREIN. "CLIENT" OR "YOU" MEANS THE INDIVIDUAL OR LEGAL ENTITY LICENSING THE SERVICES HEREUNDER. "TELEPHOS" MEANS TELEPHOS LLC AND ITS AFFILIATES. "PARTIES" MEANS CLIENT, OR YOU, TOGETHER WITH TELEPHOS.

## 1. SERVICES

Telephos operates a single, proprietary AI platform (the "Platform") that ingests call transcripts and related business communications, applies a unified labeling and enrichment pipeline to that content, and surfaces the resulting intelligence to Client through a range of integrated capabilities. All such capabilities — including those that route signal to teams, generate research and call preparation, power chat and search interfaces, and produce reports, dashboards, notifications, and exports — operate on the same underlying labeled dataset derived from Client Content, and are provided as components of the single Platform rather than as separately licensed products.

"Services," as used in this Agreement, refers to Client's access to the Platform and any ancillary services specified in the Order. All content, data and other information that Client (i) submits to the Services or (ii) generates through its use of the Services, including, without limitation, such information as Client may collect through the Services from End-Users (as defined below), is "Client Content" for the purposes of this Agreement. Telephos may add, modify, or retire individual capabilities within the Platform from time to time; the specific capabilities and usage limits available to Client are governed by the applicable Order.

"End-User" means an individual customer, end-user or party with whom Client interacts through the Client's use of the Services.

"De-Identified Data" means data derived from Client Content that has been aggregated with data derived from multiple Clients or other sources and de-identified in accordance with the De-Identification Standard (Annex C to the DPA), such that it does not identify, and cannot reasonably be used, alone or in combination with other information reasonably available to the recipient or publicly available, to identify the Client, any End-User, any natural person, or any individual merchant or business that is a customer of, or a participant in or subject of

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communications processed for, any Client. De-Identified Data expressly excludes (a) any verbatim transcript excerpt or quotation, (b) any direct or indirect identifier of a natural person, and (c) any output that does not satisfy the minimum-cohort threshold in the De-Identification Standard. Notwithstanding the foregoing, De-Identified Data may identify commercially available products and services, and the vendors of such products and services (including a vendor that is or was itself a Client), solely in their capacity as market participants and only where the supporting signal satisfies the De-Identification Standard; identification of a vendor or product solely in that capacity does not constitute identification of "the Client" or of an "individual merchant or business" for purposes of this definition, provided the output does not identify the vendor in its capacity as a Client of Telephos or attribute to it any specific Client Content as its source.

## 2. PROPRIETARY RIGHTS

### a. Ownership

Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Telephos's rights under this Agreement, between the parties, Client retains all intellectual property and other rights in its intellectual property and to the Client Content provided to Telephos. Except for Client's rights under this Agreement, Telephos and its licensors retain all intellectual property and other rights in the Platform, and in and to each Product, the Services, and any deliverables and related Telephos technology, templates, documentation, help files, tutorials, formats and dashboards, including any modifications or improvements to these items made by Telephos and the Usage Data, as defined below (the "Telephos Materials"). If Client provides Telephos with feedback or suggestions regarding the Services or other Telephos offerings, Telephos may use the feedback or suggestions without restriction or obligation.

### b. Usage Data

Telephos may generate technical logs, data and learnings about Client's use and an End-User's use of the Services (the "Usage Data") and the Client Content processed by the Services, and use such information to operate, analyze, improve, develop, update and support Telephos's products and services and for other lawful purposes. Except as required by law, Telephos will not disclose Usage Data externally, including in benchmarks or reports except in the aggregate.

### c. Aggregated and De-Identified Data

Client retains all right, title, and interest in and to Client Content. Telephos may create De-Identified Data from Client Content, in each case in accordance with the De-Identification Standard and the protections in the DPA, and may use De-Identified Data to provide, improve, and develop the Platform and Services, including through machine learning techniques; to make aggregate ecosystem, category, benchmarking, and trend intelligence available to Clients (including Client) through the Platform and Services; to publish aggregate insights, industry benchmarks, and trend reports; and for purposes substantially similar to the foregoing. As between the parties, De-Identified Data is Telephos Materials, as further provided in the DPA. Telephos will not attempt to re-identify De-Identified Data, and Client will not attempt to re-identify, or intentionally seek to derive the identity of any business or natural person from, any de-identified or aggregated data made available through the Platform or Services.

## 3. LIMITED LICENSE TO ACCESS AND LIMITED LICENSE TO THE CLIENT CONTENT

### a. License to the Services

Subject to the terms and conditions set forth herein (including without limitation payment of the applicable fees), and during the term of this Agreement only, Client may access and use the Services only for its internal business

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purposes in accordance with the Terms of this Agreement, including any usage limits on an applicable Order. Access to the Services is limited to Client's employees and contractors acting for the sole benefit of Client.

### b. License to the Client Content

Client hereby grants to Telephos a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit, modify, create derivative works of and display the Client Content solely to the extent necessary to provide the Services to Client, and to improve and develop the Services and other Telephos offerings in accordance with this Agreement.

### c. Restrictions

Client shall not (i) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or include the Services in a service bureau or outsourcing offering, (ii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, (iii) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (iv) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (v) attempt to gain unauthorized access to the Services or their related systems or networks, (vi) permit direct or indirect access to or use of the Services in a way that circumvents usage limits, (vii) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (viii) frame or mirror any part of the Services, or (ix) access the Services in order to build a competitive product or service or to benchmark with a non-Telephos product or service (and, with respect to Programmatic Interfaces, subject to the additional restrictions in Section 3.d).

### d. Programmatic Interfaces; AI Training; Anti-Distillation

Where Telephos makes available programmatic interfaces, including any Model Context Protocol ("MCP") server, application programming interfaces, data exports, or similar mechanisms (collectively, "Programmatic Interfaces"), the access rights granted in this Section 3 apply to those interfaces and to the data they expose in the same manner as to the Services generally. Without limiting Section 3.c, Client further agrees that it shall not, and shall not permit any End-User, agent, automated system, or large language model acting on Client's behalf to:

(i) systematically extract, harvest, scrape, mirror, cache, or stockpile data made available through any Programmatic Interface in volumes or at frequencies beyond what is reasonably required for Client's good-faith internal business use of the Services;

(ii) use the data, schemas, response structures, field names, taxonomies, classifications, scores, labels, citations, or other intelligence exposed through any Programmatic Interface to train, fine-tune, evaluate, distill, benchmark, validate, or otherwise develop any machine learning model, dataset, embedding, or AI system that is intended to replicate, replace, or compete with the Services or any Telephos Materials;

(iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive Telephos's underlying data models, enrichment pipelines, prompts, taxonomies, classification logic, or scoring methodologies from the outputs of any Programmatic Interface, except to the limited extent applicable law expressly prohibits this restriction;

(iv) make the data or outputs of any Programmatic Interface available to any third party except Client's employees and contractors who have a need to know for purposes consistent with this Agreement and who are bound by confidentiality obligations not materially less protective than those in Section 7; or

(v) circumvent any rate limits, access controls, authentication mechanisms, or scope restrictions applicable to any Programmatic Interface.

Telephos may monitor Client's use of Programmatic Interfaces (consistent with Section 2.b) and may suspend, throttle, or revoke Programmatic Interface access if Telephos reasonably believes Client is violating this Section.

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## 4. CLIENT RESPONSIBILITIES

### a. Account Registration

Client is responsible for registering for a valid account with Telephos, providing accurate information during the registration process, and keeping its account credentials secure.

### b. Compliance with Laws

Client shall use the Services in compliance with all applicable laws, rules, and regulations, including those related to data privacy, international communications, and the transmission of technical or personal data.

### c. Client Content

Client is solely responsible for the content, accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Client represents and warrants that it owns all rights, title, and interest in and to the Client Content, or has otherwise secured all necessary rights in the Client Content as may be necessary to permit the access, use and processing thereof as contemplated by this Agreement.

### d. Consents and Permissions

Client is responsible for obtaining all necessary consents, permissions, and authorizations required for Telephos to process Client Content, including from End-Users whose data may be submitted to the Services. Client shall ensure that it has provided appropriate notice to, and obtained appropriate consent from, all such individuals regarding the collection, use, and disclosure of their personal information through the Services.

### e. Security

Client is responsible for maintaining the security of its account credentials and for all activities that occur under its account. Client will immediately notify Telephos of any unauthorized use of its account, or any other breach of security related to the Services of which it becomes aware.

## 5. FEES AND PAYMENT

### a. Fees

Client shall pay all fees specified in the Order. Except as otherwise specified in this Agreement or in an Order, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

### b. Billing and Payment

Unless otherwise stated in the Order, fees for online subscriptions will be charged in advance against the payment method on file at the start of each billing period through Telephos's third-party payment processor. Where the Order specifies invoice-based billing, fees will instead be invoiced in advance and are due within thirty (30) days from the invoice date. Client is responsible for maintaining a valid payment method, providing complete and accurate billing and contact information to Telephos, and notifying Telephos of any changes to such information.

### c. Overdue Charges

If any invoiced amount is not received by Telephos by the due date, then without limiting Telephos's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (ii) Telephos may condition future subscription renewals and Orders on payment terms shorter than those specified herein.

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### d. Taxes

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder. If Telephos has the legal obligation to pay or collect Taxes for which Client is responsible under this section, Telephos will invoice Client and Client will pay that amount unless Client provides Telephos with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 6. FAIR USAGE POLICY

### a. Resource Allocation

The Services are subject to fair usage limits to ensure optimal performance for all Clients. These limits may include, but are not limited to, the number of call recordings processed, data storage capacity, API requests, and computational resources.

### b. Usage Monitoring

Telephos continuously monitors Client usage patterns to maintain service quality. If Client's usage regularly exceeds the fair usage thresholds for the purchased subscription tier, Telephos may: i. Notify Client of excessive usage and recommend upgrading to a more suitable subscription tier; ii. Temporarily throttle excessive usage to maintain service performance; iii. Charge for additional usage according to the rates specified in the Order; or iv. Require Client to reduce usage or upgrade to a higher tier subscription.

### c. Technical Limitations

The Services may be subject to technical limitations based on factors such as file sizes, processing capacity, and response times. Current technical limitations are documented in Telephos's technical documentation and may be updated from time to time.

## 7. CONFIDENTIALITY

### a. Definition

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client Content; Confidential Information of Telephos includes the Services and the terms and conditions of this Agreement (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

### b. Protection

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

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### c. Exceptions

Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party; or (v) is De-Identified Data created in accordance with Section 15 of the DPA and the De-Identification Standard.

### d. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law or legal process, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## 8. DATA PRIVACY AND SECURITY

### a. Security Measures

Telephos shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Client Content processed through the Services, as further described in Telephos's Privacy Policy.

### b. Data Processing Terms

To the extent that Client Content includes personal data subject to data protection laws, the parties agree that Client is the data controller and Telephos is the data processor of such personal data. Telephos shall process such personal data in accordance with Client's instructions and the terms of Telephos's Data Processing Addendum, which is incorporated into this Agreement by reference.

### c. Privacy Policy

Telephos's collection and use of personal information is governed by its Privacy Policy, available at **https://www.telephos.ai/privacy**.

## 9. TERM AND TERMINATION

### a. Term

This Agreement commences on the date Client first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

### b. Subscription Term

The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional periods equal to the expiring subscription term. For online subscriptions, Client may elect not to renew at any time before the end of the then-current billing period through the self-service billing portal made available by Telephos; for subscriptions specified in an Order as invoice-billed, either party must give the other written notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.

### c. Termination for Cause

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A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

### d. Effect of Termination

Upon termination or expiration of this Agreement, Client shall immediately cease all use of the Services and Telephos Materials. Any provisions of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### e. Retrieval and Deletion of Client Content

Upon request by Client made within thirty (30) days after the effective date of termination or expiration of this Agreement, Telephos will make Client Content available to Client for export or download as provided in the Documentation. Client may request deletion of their Client Content at any time during the term of the Agreement or after termination, and Telephos shall comply with such deletion requests within a reasonable timeframe. After the 30-day post-termination period, Telephos shall have no obligation to maintain or provide any Client Content and shall thereafter, unless legally prohibited, delete all Client Content in its systems or otherwise in its possession or under its control.

## 10. WARRANTIES AND DISCLAIMERS

### a. Mutual Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

### b. Telephos Warranties

Telephos warrants that (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Services shall perform materially in accordance with the Documentation; and (iii) it will not knowingly introduce any malicious code into the Services.

### c. Client Warranties

Client represents and warrants that (i) it has all necessary rights and permissions to provide the Client Content and to grant the licenses in this Agreement; (ii) it will comply with all applicable laws in its use of the Services; and (iii) it has obtained all necessary consents and provided all necessary notices to End-Users regarding the collection, use, and processing of End-User data through the Services.

### d. DISCLAIMER

> **EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE PROVIDED "AS IS," AND TELEPHOS DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED.**

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## 11. LIMITATION OF LIABILITY

### a. Limitation of Liability

> **IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.**

### b. Exclusion of Consequential and Related Damages

> **IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

### c. Exceptions

The limitations of liability in this Section shall not apply to (i) a party's indemnification obligations; (ii) breach of a party's confidentiality obligations; (iii) a party's infringement or misappropriation of the other party's intellectual property rights; or (iv) Client's payment obligations.

## 12. INDEMNIFICATION

### a. Indemnification by Telephos

Telephos will defend Client, its officers, directors, employees and affiliates ("Client Indemnified Parties") from and against any third-party claim made against a Client Indemnified Party to the extent alleging that the Platform or the Services, when used by Client as authorized in this Agreement, infringes such third-party's U.S. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Client Indemnified Parties against any damages or costs awarded against Client (including reasonable attorneys' fees) or agreed in settlement by Telephos resulting from the claim.

### b. Indemnification by Client

Client will defend Telephos, its officers, directors, employees, and affiliates ("Telephos Indemnified Parties") from and against any third-party claim, demand, suit, or proceeding made or brought against a Telephos Indemnified Party to the extent resulting from Client Content, or Client's breach or alleged breach of Section 4 (Client's Responsibilities), Client's use of the Services or any activities other than in accordance with these Terms; and will indemnify and hold harmless Telephos Indemnified Parties against any damages or costs awarded against Telephos Indemnified Parties (including reasonable attorneys' fees) or agreed in settlement by Client resulting from the claim.

### c. Procedures

The indemnifying party's obligations in this Section 12 are subject to receiving (i) prompt written notice of the claim, (ii) the exclusive right to control and direct the investigation, defense and settlement of the claim and (iii) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written

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consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when Telephos is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

### d. Mitigation and Exceptions

In response to an actual or potential infringement claim, if required by settlement or injunction or as Telephos determines necessary to avoid material liability, Telephos may at its option: (i) procure rights for Client's continued use of the Platform or the Services, (ii) replace or modify the allegedly infringing portion of the Platform or the Services to avoid infringement without reducing the Platform's or the Services' overall functionality or (iii) terminate the affected Order and refund to Client any pre-paid, unused fees for the terminated portion of the subscription Term. Telephos's obligations in this Section 12 do not apply (1) to infringement resulting from Client's modification of the Platform or the Services or use of the Platform in combination with items not provided by Telephos (including third-party platforms), (2) to infringement resulting from Services other than the most recent release, (3) to unauthorized use of the Platform or the Services, or (4) if Client settles or makes any admissions about a claim without Telephos's prior written consent. This Section 12 sets out Client's exclusive remedy and Telephos's entire liability regarding infringement of third-party intellectual property rights.

## 13. GENERAL PROVISIONS

### a. Governing Law

This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### b. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Wilmington, Delaware. The language of the arbitration shall be English.

### c. Entire Agreement

This Agreement, including any Orders and all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

### d. Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

### e. No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

### f. Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

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### g. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

### h. Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### i. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

### j. Notices

All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Telephos shall be addressed to the attention of its legal department at **legal@telephos.ai**.

### k. Survival

Sections 2 (Proprietary Rights), 5 (Fees and Payment), 7 (Confidentiality), 9.d (Effect of Termination), 9.e (Retrieval of Client Content), 10.d (Disclaimer), 11 (Limitation of Liability), 12 (Indemnification), and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

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