AGENTIC AI / AI RECEPTIONIST SERVICES ADDENDUM

Addendum to the TeleCloud Master Service Agreement General Terms of Services

This Agentic AI / AI Receptionist Services Addendum ("AI Addendum") supplements and is incorporated into the Master Service Agreement General Terms of Services (the "Agreement") between Tele Cloud LLC ("TeleCloud") and the customer identified on the applicable Service Order ("Customer"). In the event of any conflict between this AI Addendum and the Agreement, this AI Addendum shall control solely with respect to the Agentic AI Services described herein. All capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

1. DEFINITIONS

"Agentic AI Services" or "AI Receptionist Services" means the artificial intelligence-powered virtual receptionist and automated call handling services provided by TeleCloud to Customer, which may include, without limitation, automated call answering, call routing, appointment scheduling, information delivery, message taking, and other conversational AI interactions with Customer's end users, clients, prospects, and other third parties ("End Users") via voice, SMS/text, or other communication channels.

"AI Platform" means the third-party artificial intelligence technology platform(s) utilized by TeleCloud to deliver the Agentic AI Services, which may include but is not limited to platforms provided by other vendors selected by TeleCloud in its sole discretion.

"AI Outputs" means any and all responses, communications, information, data, recommendations, or other content generated by the Agentic AI Services during interactions with End Users.

"Customer Data" means all data, content, instructions, scripts, prompts, greetings, business information, and other materials provided by Customer to TeleCloud for use in configuring and operating the Agentic AI Services.

"End Users" means Customer's customers, clients, prospects, vendors, and any other third parties who interact with or are affected by the Agentic AI Services.

2. SERVICE DESCRIPTION AND SCOPE

2.1 TeleCloud will provide the Agentic AI Services to Customer in accordance with the applicable Service Order and this AI Addendum. The Agentic AI Services leverage artificial intelligence and natural language processing technologies to handle inbound and/or outbound communications on behalf of Customer.

2.2 Customer acknowledges and agrees that the Agentic AI Services utilize emerging artificial intelligence technology that is inherently probabilistic in nature. As such, AI Outputs may not always be accurate, complete, appropriate, or free from errors, hallucinations, or unintended

responses. TeleCloud does not guarantee the accuracy, reliability, completeness, or appropriateness of any AI Output.

2.3 Customer is solely responsible for: (a) configuring, customizing, and maintaining the scripts, prompts, greetings, and business rules used by the Agentic AI Services; (b) reviewing and approving AI Outputs on a periodic basis; (c) establishing appropriate escalation procedures for complex or sensitive inquiries; and (d) ensuring that the Agentic AI Services are not used as a substitute for qualified human personnel where required by law, regulation, or professional standards.

2.4 TeleCloud reserves the right, in its sole discretion, to modify, update, upgrade, or replace the AI Platform or any component thereof at any time, with or without notice to Customer, provided that TeleCloud uses commercially reasonable efforts to maintain substantially similar functionality.

3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Customer shall be solely responsible for ensuring that its use of the Agentic AI Services complies with all applicable federal, state, local, and international laws, rules, and regulations, including without limitation:

- The Telephone Consumer Protection Act (TCPA) and all FCC implementing regulations;
- State consumer protection and telemarketing laws;
- State and federal laws governing the use of artificial intelligence in consumer interactions, including any disclosure or consent requirements;
- The Americans with Disabilities Act (ADA) and similar accessibility requirements;
- All applicable data privacy laws, including but not limited to CCPA/CPRA, GDPR (if applicable), and state biometric privacy laws;
- All industry-specific regulations applicable to Customer's business (e.g., HIPAA, GLBA, state insurance regulations, real estate regulations, etc.).

3.2 AI Disclosure. Customer shall be solely responsible for providing appropriate disclosure to End Users that they may be interacting with an artificial intelligence system and not a human being. Customer acknowledges that certain jurisdictions require affirmative disclosure when AI or automated systems are used in consumer-facing communications, and Customer shall comply with all such disclosure requirements at its sole cost and expense.

3.3 Customer Data Accuracy. Customer shall be solely responsible for the accuracy, completeness, and appropriateness of all Customer Data provided to TeleCloud for use in the Agentic AI Services. TeleCloud shall have no liability for AI Outputs that are inaccurate or inappropriate as a result of inaccurate, incomplete, or inappropriate Customer Data.

3.4 Monitoring and Oversight. Customer shall implement reasonable monitoring and quality assurance processes to review AI Outputs and End User interactions on an ongoing basis. Customer shall promptly notify TeleCloud of any material errors, inappropriate responses, or other issues with the Agentic AI Services.

3.5 Prohibited Uses. Customer shall not use the Agentic AI Services for any purpose that is unlawful, fraudulent, deceptive, or in violation of the TeleCloud Acceptable Use Policy. Without limiting the foregoing, Customer shall not use the Agentic AI Services to:

- Engage in any form of telemarketing, robocalling, or automated dialing in violation of the TCPA;
- Provide legal, medical, financial, or other professional advice without appropriate human oversight;
- Impersonate any person or entity or misrepresent Customer's affiliation with any person or entity;
- Collect, store, or process sensitive personal information (including health information, financial account numbers, Social Security numbers, or biometric data) without appropriate safeguards and consent;
- Make commitments, representations, or warranties to End Users that are not authorized by Customer; or
- Engage in any activity that would violate the TeleCloud AUP.

4. LIMITATION OF LIABILITY

4.1 IN ADDITION TO AND WITHOUT LIMITING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 4 OF THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT TELECLOUD SHALL NOT BE LIABLE TO CUSTOMER, ANY END USER, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO:

- ANY AI OUTPUT, INCLUDING WITHOUT LIMITATION ANY INACCURATE, INCOMPLETE, MISLEADING, INAPPROPRIATE, OFFENSIVE, OR OTHERWISE OBJECTIONABLE RESPONSE GENERATED BY THE AGENTIC AI SERVICES;
- ANY ACTION TAKEN OR NOT TAKEN BY AN END USER IN RELIANCE UPON AN AI OUTPUT;
- ANY LOSS OF BUSINESS, REVENUE, PROFITS, CUSTOMERS, GOODWILL, OR REPUTATION ARISING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE AGENTIC AI SERVICES;
- ANY INTERACTION BETWEEN THE AGENTIC AI SERVICES AND END USERS, INCLUDING WITHOUT LIMITATION ANY CLAIMS BY END USERS ARISING FROM SUCH INTERACTIONS;
- ANY FAILURE OF THE AGENTIC AI SERVICES TO PROPERLY ROUTE, HANDLE, ESCALATE, OR RESPOND TO ANY COMMUNICATION;
- ANY UNAUTHORIZED COMMITMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY THE AGENTIC AI SERVICES TO END USERS;
- ANY UNAVAILABILITY, INTERRUPTION, DEGRADATION, OR FAILURE OF THE AGENTIC AI SERVICES OR THE AI PLATFORM; OR
- ANY MODIFICATION, UPDATE, OR REPLACEMENT OF THE AI PLATFORM OR ANY COMPONENT THEREOF.

4.2 CUSTOMER FURTHER ACKNOWLEDGES THAT THE AGENTIC AI SERVICES ARE PROVIDED USING THIRD-PARTY AI PLATFORMS AND TECHNOLOGIES OVER WHICH TELECLOUD DOES NOT EXERCISE DIRECT CONTROL. TELECLOUD SHALL HAVE NO LIABILITY FOR ANY ACTS, OMISSIONS, ERRORS, FAILURES, OR INTERRUPTIONS OF SUCH THIRD-PARTY PLATFORMS.

4.3 IN NO EVENT SHALL TELECLOUD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AI ADDENDUM OR THE AGENTIC AI SERVICES EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO TELECLOUD FOR THE AGENTIC AI SERVICES DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

5. DISCLAIMER OF WARRANTIES

5.1 IN ADDITION TO THE DISCLAIMERS SET FORTH IN SECTION 5 OF THE AGREEMENT, THE AGENTIC AI SERVICES AND ALL AI OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TELECLOUD MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR COMPLETENESS WITH RESPECT TO THE AGENTIC AI SERVICES OR ANY AI OUTPUT.

5.2 WITHOUT LIMITING THE FOREGOING, TELECLOUD DOES NOT WARRANT THAT: (A) THE AGENTIC AI SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR; (B) AI OUTPUTS WILL BE ACCURATE, COMPLETE, CURRENT, OR APPROPRIATE; (C) THE AGENTIC AI SERVICES WILL MEET CUSTOMER'S OR ANY END USER'S REQUIREMENTS OR EXPECTATIONS; (D) ANY ERRORS OR DEFECTS IN THE AGENTIC AI SERVICES WILL BE CORRECTED; OR (E) THE AGENTIC AI SERVICES WILL BE FREE FROM VULNERABILITIES, BIASES, OR HALLUCINATIONS.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1 Customer Indemnification. In addition to and without limiting the indemnification obligations set forth in Section 6 of the Agreement, Customer shall fully defend, indemnify, and hold harmless TeleCloud, its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, shareholders, successors, and assigns (collectively, the "TeleCloud Indemnified Parties") from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, arbitration fees, expert expenses, and costs of investigation and litigation) (collectively, "Losses") arising out of or related to:

- (a) Any AI Output generated by the Agentic AI Services, including without limitation any claim by an End User or third party that an AI Output was inaccurate, misleading, inappropriate, offensive, discriminatory, or otherwise caused harm;
- (b) Any interaction between the Agentic AI Services and any End User, including without limitation any claim arising from the manner in which the Agentic AI Services handled, routed, failed to handle, or failed to route any communication;
- (c) Any loss of business, revenue, customers, goodwill, or reputation suffered by Customer or any End User arising from or related to the Agentic AI Services;

- (d) Any unauthorized commitment, representation, warranty, or promise made by the Agentic AI Services to any End User or third party;
- (e) Customer's failure to comply with any applicable law, rule, or regulation in connection with its use of the Agentic AI Services, including without limitation any failure to provide required AI disclosure notices to End Users;
- (f) Customer's failure to implement adequate monitoring, oversight, or quality assurance processes for the Agentic AI Services;
- (g) Any Customer Data provided to TeleCloud that is inaccurate, incomplete, misleading, or otherwise inappropriate;
- (h) Any claim that Customer's use of the Agentic AI Services violates the rights of any third party, including without limitation intellectual property rights, privacy rights, or publicity rights; and
- (i) Any claim arising from or related to Customer's breach of this AI Addendum or the Agreement.

6.2 Indemnification Procedures. TeleCloud shall promptly notify Customer of any claim for which it seeks indemnification; provided, however, that failure to provide such notice shall not relieve Customer of its indemnification obligations except to the extent Customer is materially prejudiced by such failure. TeleCloud shall have the right to participate in the defense of any such claim through counsel of its own choosing at Customer's expense, as provided in Section 6 of the Agreement.

6.3 Survival. The indemnification obligations set forth in this Section 6 shall survive the termination or expiration of this AI Addendum and the Agreement.

7. DATA PROCESSING AND PRIVACY

7.1 Customer acknowledges and agrees that, in order to provide the Agentic AI Services, TeleCloud and its third-party AI Platform providers may process, transmit, and temporarily store voice data, text data, call recordings, transcriptions, and other communication data associated with End User interactions ("Interaction Data"). Customer represents and warrants that it has obtained all necessary consents and authorizations from End Users for the collection, processing, and use of Interaction Data as contemplated by this AI Addendum.

7.2 TeleCloud shall handle Interaction Data in accordance with its Privacy Policy and the privacy provisions set forth in Section 10 of the Agreement. TeleCloud shall not use Interaction Data for any purpose other than providing the Agentic AI Services, except as required by law or as otherwise permitted under the Agreement.

7.3 Customer acknowledges that the AI Platform may utilize machine learning models that process Interaction Data to improve AI performance. Customer consents to such processing; provided, however, that any such processing shall be conducted in accordance with applicable data privacy laws and TeleCloud's Privacy Policy.

7.4 Customer is solely responsible for complying with all applicable call recording, one-party consent, and two-party consent laws in connection with the Agentic AI Services. As noted in the

Terms of Service VoIP Services, Customer is solely responsible for complying with all one-party and two-party consent rules regarding the recording of telephone calls.

8. SERVICE LEVELS AND AVAILABILITY

8.1 TeleCloud shall use commercially reasonable efforts to make the Agentic AI Services available; however, Customer acknowledges that the Agentic AI Services depend on third-party AI Platforms and telecommunications infrastructure that may experience outages, degradation, or interruptions beyond TeleCloud's control.

8.2 Customer's sole and exclusive remedy for any unavailability or failure of the Agentic AI Services shall be a pro-rata credit on future billings for the period of unavailability, in TeleCloud's sole discretion, consistent with Section 7 (Service Interruption) of the Agreement.

8.3 TeleCloud shall have no liability for any failure or degradation of the Agentic AI Services caused by: (a) Customer's internet connectivity or network issues; (b) Customer Data errors or omissions; (c) force majeure events as defined in Section 19 of the Agreement; (d) scheduled or emergency maintenance; or (e) acts or omissions of third-party AI Platform providers.

9. INTELLECTUAL PROPERTY

9.1 As between TeleCloud and Customer, TeleCloud and its licensors retain all right, title, and interest in and to the Agentic AI Services, the AI Platform, and all related technology, software, algorithms, models, and intellectual property.

9.2 Customer retains all right, title, and interest in and to Customer Data. Customer grants TeleCloud a non-exclusive, royalty-free, worldwide license to use Customer Data solely for the purpose of providing the Agentic AI Services.

9.3 Neither party shall acquire any intellectual property rights in the other party's pre-existing intellectual property by virtue of this AI Addendum.

10. TERM AND TERMINATION

10.1 This AI Addendum shall be co-terminus with the Agreement and any applicable Service Order for the Agentic AI Services. The term, renewal, and termination provisions of the Agreement (Section 1) shall apply to this AI Addendum.

10.2 TeleCloud may suspend or terminate the Agentic AI Services immediately upon written notice if: (a) Customer breaches any provision of this AI Addendum; (b) the underlying AI Platform provider discontinues or materially alters the AI Platform; (c) TeleCloud determines, in its sole discretion, that Customer's use of the Agentic AI Services poses a risk to TeleCloud, its network, or any third party; or (d) continued provision of the Agentic AI Services would violate applicable law.

10.3 Sections 4, 5, 6, 7, and 9 of this AI Addendum shall survive termination or expiration of this AI Addendum and the Agreement.

11. REGULATORY AND AI-SPECIFIC COMPLIANCE

11.1 Customer acknowledges that the regulatory landscape governing artificial intelligence is rapidly evolving. Customer shall be solely responsible for monitoring and complying with all applicable AI-specific laws and regulations, including without limitation any requirements related to: (a) AI transparency and disclosure; (b) algorithmic accountability; (c) automated decision-making; (d) AI bias and fairness; and (e) AI safety.

11.2 In the event that any law, regulation, or government order requires modification to the Agentic AI Services, TeleCloud shall use commercially reasonable efforts to comply; however, TeleCloud reserves the right to suspend or terminate the Agentic AI Services if compliance is not commercially feasible.

12. MISCELLANEOUS

12.1 Entire Addendum. This AI Addendum, together with the Agreement, all applicable Service Orders, and all policies referenced herein (including without limitation the AUP, CPNI Policy, Fraud Policy, and VoIP TOS), constitutes the entire agreement between the parties with respect to the Agentic AI Services.

12.2 Governing Law. This AI Addendum shall be governed by and construed in accordance with the laws of the State of New Jersey, consistent with Section 14 of the Agreement.

12.3 Jury Trial Waiver and Class Action Waiver. The jury trial waiver and class action waiver provisions set forth in Section 14 of the Agreement shall apply to this AI Addendum.

12.4 Severability. If any provision of this AI Addendum is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, consistent with Section 16 of the Agreement.

12.5 Modification. TeleCloud may modify this AI Addendum by posting the revised version at TeleCloud.net, consistent with Section 22 of the Agreement.