

# CONVERSATIONAL AI ANALYTICS SERVICES ADDENDUM

## *Addendum to the Tele Cloud Master Service Agreement General Terms of Services*

This Conversational AI Analytics Services Addendum ("CAI 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 CAI Addendum and the Agreement, this CAI Addendum shall control solely with respect to the Conversational AI Services described herein. All capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

### **1. DEFINITIONS**

"Conversational AI Services" or "CAI Services" means TeleCloud's conversation analytics offering that processes Customer's call recordings from its existing UCaaS Services to provide transcription, AI-powered analysis, sentiment analysis, topic detection, key phrase extraction, summary generation, and related analytics delivered through a web-based dashboard (the "Dashboard").

"Transcription Service" means the third-party speech-to-text service(s) utilized by TeleCloud to convert Customer's call recordings into text transcriptions. The specific Transcription Service provider may be changed by TeleCloud in its sole discretion without notice to Customer.

"LLM Service" means the third-party large language model routing and processing service(s) utilized by TeleCloud to analyze transcriptions and generate AI-powered insights. TeleCloud reserves the right to change the LLM Service provider at any time in its sole discretion without notice to Customer.

"Call Recordings" means the audio recordings of telephone calls made or received by Customer through TeleCloud's UCaaS Services that are submitted for processing by the CAI Services.

"Transcriptions" means the text transcriptions generated from Call Recordings by the Transcription Service.

"AI Insights" means any and all analyses, summaries, sentiment scores, topic classifications, key phrase extractions, recommendations, and other outputs generated by the LLM Service from Transcriptions.

"Dashboard" means the TeleCloud-provided web-based interface through which Customer can access and view Transcriptions, AI Insights, and related analytics.

### **2. SERVICE DESCRIPTION AND DATA FLOW**

2.1 The CAI Services operate through the following data processing pipeline:

- (a) Call Recordings are generated through Customer's existing TeleCloud UCaaS Services;

- (b) Call Recordings are transmitted to the Transcription Service for speech-to-text conversion;
- (c) Transcriptions are transmitted to the LLM Service for AI-powered analysis;
- (d) AI Insights are generated and stored; and
- (e) Transcriptions and AI Insights are made available to Customer through the Dashboard.

2.2 Customer acknowledges and agrees that the CAI Services involve the transmission of Call Recordings and Transcriptions to third-party service providers (the Transcription Service and the LLM Service) for processing. Customer consents to such transmission and processing and represents and warrants that it has the authority and all necessary consents to permit such transmission and processing.

2.3 Customer acknowledges that the CAI Services utilize emerging AI and machine learning technologies that are inherently probabilistic. As such, Transcriptions may contain errors (including misheard words, omissions, or inaccuracies), and AI Insights may not always be accurate, complete, or reliable. TeleCloud does not guarantee the accuracy, reliability, or completeness of any Transcription or AI Insight.

### **3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES**

3.1 Call Recording Consent. Customer is solely responsible for obtaining all necessary consents and authorizations required by applicable law for the recording of telephone calls and the processing of such recordings as described in this CAI Addendum. This includes, without limitation, compliance with all federal and state wiretapping laws, one-party and two-party consent requirements, and any applicable industry-specific regulations.

3.2 Data Privacy Compliance. Customer shall comply with all applicable data privacy laws in connection with its use of the CAI Services, including without limitation:

- Providing appropriate privacy notices to individuals whose calls are recorded and processed;
- Obtaining all necessary consents for the processing of personal information by third-party Transcription Service and LLM Service providers;
- Honoring data subject access, deletion, and opt-out requests related to Call Recordings, Transcriptions, and AI Insights;
- Maintaining an updated privacy policy that accurately describes the data processing activities associated with the CAI Services.

3.3 Acceptable Use. Customer shall use the CAI Services and the Dashboard solely for legitimate business purposes consistent with the TeleCloud AUP. Customer shall not use the CAI Services to:

- Record or process calls in violation of any applicable law;
- Process calls containing sensitive personal information (e.g., health information, payment card data, Social Security numbers) unless Customer has implemented appropriate safeguards;

- Make business decisions based solely on AI Insights without appropriate human review and judgment;
- Share or distribute AI Insights in a manner that violates the privacy rights of call participants; or
- Reverse-engineer, decompile, or attempt to extract the algorithms or models underlying the CAI Services.

3.4 Dashboard Access and Security. Customer is solely responsible for managing access to the Dashboard, including maintaining the confidentiality of login credentials and restricting access to authorized personnel only.

#### **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 OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO:

- ANY INACCURACY, ERROR, OMISSION, OR INCOMPLETENESS IN ANY TRANSCRIPTION, INCLUDING WITHOUT LIMITATION ANY MISHEARD WORDS, MISSING SEGMENTS, OR SPEAKER IDENTIFICATION ERRORS;
- ANY INACCURACY, ERROR, OR UNRELIABILITY IN ANY AI INSIGHT, INCLUDING WITHOUT LIMITATION ANY INCORRECT SENTIMENT ANALYSIS, MISCLASSIFIED TOPICS, OR INACCURATE SUMMARIES;
- ANY BUSINESS DECISION MADE BY CUSTOMER OR ANY THIRD PARTY IN RELIANCE UPON ANY TRANSCRIPTION OR AI INSIGHT;
- ANY FAILURE TO RECORD, PROCESS, TRANSCRIBE, OR ANALYZE ANY CALL OR PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY CALL RECORDING THAT IS NOT CAPTURED, IS CORRUPTED, IS NOT SUCCESSFULLY TRANSMITTED TO THE TRANSCRIPTION SERVICE, OR IS NOT SUCCESSFULLY PROCESSED BY THE LLM SERVICE;
- ANY UNAVAILABILITY, INTERRUPTION, DEGRADATION, OR FAILURE OF THE DASHBOARD, THE TRANSCRIPTION SERVICE, THE LLM SERVICE, OR ANY COMPONENT OF THE CAI SERVICES;
- ANY LOSS, CORRUPTION, OR UNAUTHORIZED ACCESS TO CALL RECORDINGS, TRANSCRIPTIONS, OR AI INSIGHTS;
- ANY CHANGE TO OR DISCONTINUATION OF THE TRANSCRIPTION SERVICE OR LLM SERVICE PROVIDER; OR
- ANY DELAY IN MAKING TRANSCRIPTIONS OR AI INSIGHTS AVAILABLE THROUGH THE DASHBOARD.

4.2 CUSTOMER ACKNOWLEDGES THAT THE CAI SERVICES DEPEND ON MULTIPLE THIRD-PARTY SERVICES (INCLUDING THE TRANSCRIPTION SERVICE AND THE LLM SERVICE) AND ON CUSTOMER'S EXISTING UCAAS SERVICES. TELECLOUD SHALL HAVE NO LIABILITY FOR ANY ACTS,

OMISSIONS, ERRORS, FAILURES, OR INTERRUPTIONS OF SUCH THIRD-PARTY SERVICES OR FOR ANY FAILURE OF CUSTOMER'S UCAAS SERVICES TO GENERATE OR DELIVER CALL RECORDINGS.

4.3 IN NO EVENT SHALL TELECLOUD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CAI ADDENDUM OR THE CAI SERVICES EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO TELECLOUD FOR THE CAI 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 CAI SERVICES, TRANSCRIPTIONS, AI INSIGHTS, AND THE DASHBOARD 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, COMPLETENESS, OR TIMELINESS WITH RESPECT TO THE CAI SERVICES, ANY TRANSCRIPTION, ANY AI INSIGHT, OR THE DASHBOARD.

5.2 WITHOUT LIMITING THE FOREGOING, TELECLOUD DOES NOT WARRANT THAT: (A) ALL CALL RECORDINGS WILL BE SUCCESSFULLY TRANSCRIBED; (B) TRANSCRIPTIONS WILL BE ACCURATE OR COMPLETE; (C) AI INSIGHTS WILL BE ACCURATE, RELIABLE, OR ACTIONABLE; (D) THE DASHBOARD WILL BE AVAILABLE WITHOUT INTERRUPTION; (E) DATA WILL NOT BE LOST OR CORRUPTED; OR (F) THE CAI SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

## **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 Losses arising out of or related to:

- (a) Any claim that Customer's recording, processing, or use of Call Recordings violates applicable wiretapping, call recording, or data privacy laws;
- (b) Customer's failure to obtain all necessary consents for the recording and processing of telephone calls as required by this CAI Addendum and applicable law;
- (c) Any business decision made by Customer or any third party in reliance upon any Transcription or AI Insight;
- (d) Any claim by a call participant or third party arising from the recording, transcription, analysis, or storage of their communications;
- (e) Customer's unauthorized sharing or distribution of Transcriptions, AI Insights, or Call Recordings;
- (f) Customer's failure to honor data subject access, deletion, or opt-out requests related to the CAI Services;

- (g) Any claim arising from the inaccuracy of any Transcription or AI Insight relied upon by Customer or any third party; and
- (h) Any claim arising from or related to Customer's breach of this CAI Addendum or the Agreement.

6.2 Indemnification Procedures. The indemnification procedures set forth in Section 6 of the Agentic AI Services Addendum (if applicable) or Section 6 of the Agreement shall apply to this CAI Addendum.

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

## **7. DATA PROCESSING, RETENTION, AND PRIVACY**

7.1 Data Flow. Customer acknowledges and consents to the following data flow: Call Recordings generated through Customer's UCaaS Services are transmitted to the Transcription Service provider for speech-to-text conversion; resulting Transcriptions are transmitted to the LLM Service provider for AI analysis; and resulting AI Insights are stored and made available through the Dashboard. Each step involves the transmission of Customer data to a third-party processor.

7.2 Data Retention. Call Recordings, Transcriptions, and AI Insights shall be retained in accordance with TeleCloud's standard data retention policies. Customer may request deletion of its data in accordance with applicable law and TeleCloud's data deletion procedures.

7.3 Data Security. TeleCloud shall implement commercially reasonable security measures to protect Call Recordings, Transcriptions, and AI Insights in its possession or control. TeleCloud shall not be liable for any security incident at a third-party Transcription Service or LLM Service provider.

7.4 CPNI. Customer acknowledges that Call Recordings and Transcriptions may contain Customer Proprietary Network Information (CPNI) as defined by applicable law and the TeleCloud CPNI Policy. The processing of such CPNI through the CAI Services is subject to the CPNI Policy and Customer's consent provided thereunder.

## **8. NO GUARANTEED DATA COMPLETENESS OR AVAILABILITY**

8.1 Customer expressly acknowledges and agrees that TeleCloud does not guarantee that: (a) all calls will be successfully recorded; (b) all Call Recordings will be successfully transmitted to the Transcription Service; (c) all Call Recordings will be successfully transcribed; (d) all Transcriptions will be successfully transmitted to the LLM Service; (e) all Transcriptions will be successfully analyzed by the LLM Service; or (f) all Transcriptions and AI Insights will be available through the Dashboard in a timely manner or at all.

8.2 TeleCloud shall have no liability for any gap, interruption, or failure in the data processing pipeline described in Section 2.1, regardless of the cause of such gap, interruption, or failure. Customer acknowledges that the CAI Services are provided as a convenience and analytical tool and should not be relied upon as the sole or primary record of Customer's communications.

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

## **9. INTELLECTUAL PROPERTY**

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

9.2 Customer retains all right, title, and interest in and to its Call Recordings. Customer grants TeleCloud a non-exclusive, royalty-free license to process Call Recordings solely for the purpose of providing the CAI Services.

9.3 Transcriptions and AI Insights are derivative works generated from Customer's Call Recordings. Customer shall have the right to use Transcriptions and AI Insights for its internal business purposes. TeleCloud retains all rights in the underlying technology, algorithms, and models used to generate such outputs.

## **10. TERM AND TERMINATION**

10.1 This CAI Addendum shall be co-terminus with the Agreement and any applicable Service Order for the CAI Services.

10.2 The CAI Services require an active TeleCloud UCaaS Service subscription. If Customer's UCaaS Services are terminated or suspended for any reason, the CAI Services shall be automatically suspended or terminated without additional notice.

10.3 TeleCloud may suspend or terminate the CAI Services immediately upon written notice if: (a) Customer breaches any provision of this CAI Addendum; (b) the Transcription Service or LLM Service provider discontinues or materially alters its services; or (c) continued provision of the CAI Services would violate applicable law.

10.4 Upon termination, TeleCloud shall have no obligation to retain Call Recordings, Transcriptions, or AI Insights, and may delete such data in accordance with its standard data retention policies.

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

## **11. AI-SPECIFIC DISCLAIMERS AND ACKNOWLEDGMENTS**

11.1 Customer acknowledges and agrees that:

- (a) The Transcription Service uses automated speech recognition technology that may produce errors, particularly with accents, dialects, technical jargon, background noise, overlapping speakers, or poor audio quality;
- (b) The LLM Service uses large language models that are probabilistic in nature and may produce inaccurate, incomplete, inconsistent, or biased outputs;

- (c) AI Insights are generated by automated processes and are not reviewed by human analysts unless specifically agreed in writing;
- (d) Customer should exercise independent judgment and not rely solely on Transcriptions or AI Insights for critical business decisions, legal proceedings, compliance purposes, or personnel actions;
- (e) The quality of Transcriptions and AI Insights may vary based on factors outside TeleCloud's control, including audio quality, speaker clarity, language, and subject matter; and
- (f) TeleCloud has no obligation to review, audit, or verify the accuracy of any Transcription or AI Insight.

## **12. MISCELLANEOUS**

12.1 Entire Addendum. This CAI Addendum, together with the Agreement, all applicable Service Orders, and all policies referenced herein, constitutes the entire agreement between the parties with respect to the CAI Services.

12.2 Governing Law. This CAI Addendum shall be governed by 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 CAI Addendum.

12.4 Severability. If any provision of this CAI Addendum is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

12.6 Relationship to UCaaS Terms. The CAI Services are supplemental to Customer's existing UCaaS Services. All terms and conditions of the Agreement applicable to Customer's UCaaS Services shall continue to apply to the underlying call recording functionality that feeds the CAI Services.