



End User License Agreement For OmniResponse AI Features

Last Updated: May 1, 2025

This End User License Agreement for OmniResponse AI Features (“**EULA**”) is made by and between PayG, LLC dba SkySwitch (“**Company**”, “**we**”, “**us**” or “**our**”) and the Reseller identified on the Order (“**Reseller**” or “**you**”) (each individually a “**Party**” and collectively the “**Parties**”).

This EULA governs the use of AI Features available through the OmniResponse Services (the “**Service**”) provided by us and is incorporated into the Agreement. Capitalized terms defined in the Terms of Service, the Order, Pricing Schedule, Use Policies, and any other documents made part of the agreement (collectively, the “**Agreement**”) shall have the same meaning when used in this EULA.

This EULA is effective as of April 1, 2025.

1. AI Features

The OmniResponse AI Features may include artificial intelligence and transcription features (“**AI Features**”) that provide enhanced functionality and capabilities. These AI Features may include, but are not limited to:

- Automated Notes and Dispositions
- Sentiment Analysis
- Topic Detection
- Transcription
- Suggested Responses
- Agent Assistance
- Summarization
- Supervisor Alerts
- Quality Scorecard
- Reporting
- Bots
- IVR Routing
- Speech recognition

2. End User Responsibilities

You acknowledge and agree to the following responsibilities when utilizing the Service. In addition, you agree that your End Users will be bound by terms at least as restrictive as those set forth in this EULA.



- **Appropriate Use:** You shall use the Service only for lawful purposes and in a manner consistent with the terms and conditions of this EULA.
- **Data Accuracy:** You are solely responsible for the accuracy, quality, and legality of any data inputted into the AI Features. We will not be liable for any errors or inaccuracies resulting from your use of the AI Features.
- **Output Review:** You understand that the AI Features generate outputs based on algorithms and data analysis. You are responsible for reviewing and validating the outputs generated by the AI Features before relying on or using them.
- **Bias Awareness:** You acknowledge that AI algorithms may reflect biases. You are responsible for critically evaluating the outputs and considering potential biases.
- **Human Oversight:** You understand that the AI Features are intended to assist and augment a user's capabilities, not replace human judgment. You must maintain human oversight and responsibility for any decisions or actions taken based on the AI Features' outputs.

3. Indemnification

You agree to indemnify and hold harmless Company, its affiliates, officers, directors, shareholders, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of or relating to:

- Your or Your End User's use of the AI Features in violation of this EULA or applicable laws.
- Your or Your End User's reliance on the outputs generated by the AI Features.
- Any breach of Your or Your End User's responsibilities as outlined in this EULA.

4. Disclaimer

The AI Features are provided "as is" without warranty of any kind. We make no representations or warranties regarding the accuracy, reliability, completeness, or suitability of the outputs generated by the AI Features. We disclaim all liability for any damages or losses arising from the use of the AI Features.

5. Severability

If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

6. Acceptance

By using the Services with the AI Features, you acknowledge and agree to be bound by the terms of this EULA.



7. Fair Use Policy for Transcriptive AI

The AI Features will be billed per interaction. One interaction is equal to a four (4) minute voice call or one hundred and sixty (160) characters for text, as applicable.

For example:

- Voice AI Features: a three (3) minute call will be billed as one (1) interaction. A six (6) minute call will be billed as two interactions.
- Text-based AI Features: a message with one hundred and forty (140) characters will be billed as one interaction. A message with two hundred (200) characters will be billed as two interactions.

8. Notification of Changes to this EULA

Any changes to this EULA will be posted on <https://www.skyswitch.com/legal/> or in other places we deem appropriate and effective as set forth in any updated EULA. If you continue using the Service after we make any changes to this EULA, you shall be deemed to have consented to the changes in the revised EULA.