



# End User License Agreement

## OmniResponse AI Features

This EULA is effective as of December 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**”, “**you**” or “**your**”) (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 Agreement shall have the same meaning when used in this EULA.

### 1) AI Features

The OmniResponse AI Features may include artificial intelligence and transcription features, including but not limited to AI Insights and AI Sidekick, (“**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) Customer and End User Responsibilities

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

- **Appropriate Use:** The Service shall be used for lawful purposes only and in a manner consistent with the terms and conditions of this EULA.



- **Data Accuracy:** You, your Customers and their End Users 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 use of the AI Features.
- **Output Review:** You, your Customers and their End Users understand that the AI Features generate outputs based on algorithms and data analysis. Each is responsible for reviewing and validating any output generated by the AI Features before relying on or using them.
- **Bias Awareness:** You, your Customers and their End Users acknowledge that AI algorithms may reflect biases. Each is responsible for critically evaluating any output and considering potential biases.
- **Human Oversight:** You, your Customers and their End Users understand that the AI Features are intended to assist and augment a user's capabilities, not replace human judgment. Each must maintain human oversight and responsibility for any decision or action 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, your Customers and/or their End User's use of the AI Features in violation of this EULA or applicable laws.
- Your, your Customers and/or their End User's reliance on the outputs generated by the AI Features.
- Any breach of your, your Customers and/or their End User's responsibilities identified 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 AI Features

Use of the AI Features are subject to the following Fair Use Policy.

### a. Fair Use Calculation

The Fair Use calculation will be based on the average usage across all licensed seats for all of your Customers and their End Users. Usage will be monitored and assessed separately for AI Insights (batch transcription) and AI Sidekick (real-time transcription).

### b. Included Monthly Usage Per Licensed Seat

Each licensed seat includes the following monthly usage:

#### i. AI Insights

1. Up to 1,500 minutes of batch transcription
2. Up to 500 transcribed calls
3. Up to 3.4 million input tokens
4. Up to 670,000 output tokens

#### ii. AI Sidekick

1. Up to 1,500 minutes of real-time transcription
2. Up to 500 transcribed calls
3. Up to 1.8 million input tokens
4. Up to 70,000 output tokens

### Token and Transcription Usage Details

- Text-based interactions (e.g., SMS, WebChat) contribute to token usage but do not count toward transcription usage.
- Token usage is visible in the “OmniResponse > Reseller > AI Usage by Feature” report

### c. Overage Fees

If the average usage per licensed seat exceeds any of included monthly usage identified above, overages fees will apply as follows:

- i. AI Insights: A fee of \$3 per licensed seat will be assessed.
- ii. AI Sidekick: A fee of \$5 per licensed seat will be assessed.



Overage fees apply for each instance where the average usage across all licensed seats exceeds the included monthly usage outlined above. For example, for AI Insights, if the average usage per seat includes 1,500 transcribed calls, which is 2 times the allotted usage for transcribed calls (see 7(b)(i)(2) above), then two overage charges will be assessed, resulting in a total fee of \$6 per licensed seat for AI Insights.

**d. Monitoring and Enforcement**

The Company reserves the right to monitor usage and apply overage fees automatically.

Excessive usage may result in additional restrictions or suspension of access to all AI Features.

**8) Notification of Changes to this EULA**

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