

LEGAL · PUBLIC

Professional Services Terms and Conditions

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These Professional Services Terms and Conditions (“**Terms**”) together with the terms of a Quote, Statement of Work, or similar ordering document that includes a reference to these Terms (collectively, “**SOW**”) constitute a legally-binding professional services agreement (collectively, “**Agreement**”) by and between SignalWire, Inc. (“**SignalWire**”) and the entity accepting or executing a SOW or receiving the Services, as the case may be (“**Client**”). All capitalized terms used herein shall have the respective meanings ascribed to them in these Terms or the SOW, as applicable. These Terms shall be deemed incorporated by reference into the SOW, provided that if any provision of the SOW conflicts with any provision of these Terms, the provision of the SOW shall prevail to the extent of the conflict provided that the conflicting SOW provision expressly references the relevant section of the Terms. Client and SignalWire hereby acknowledge and agree as follows:

1. Services

1.1. Ordering. From time to time, Client may order certain professional services from SignalWire by accepting or executing a SOW or by submitting a written request acceptable to SignalWire. SignalWire agrees to undertake and complete the SignalWire professional services as specified in the applicable SOW or as otherwise agreed to between the parties (the “**Services**”). The Services along with any deliverables specified in a SOW (“**Deliverables**”) shall be referred to collectively as the “**Project**” throughout this Agreement. Client will be solely responsible for all judgments, decisions, conclusions, analyses and actions taken or made based upon the Deliverables or

Services provided by SignalWire under this Agreement. To the extent that an applicable SOW document includes a maximum cap on hours of Services for a given Project, SignalWire will not be obligated to provide Services beyond such a cap unless and until the Client Contact or another authorized representative of Client provides approval for the additional work in writing. Any such additional Services will be available on a time and materials basis at SignalWire’s then-effective standard professional services rates unless otherwise agreed upon by the parties in writing.

1.2. Cooperation. Client and SignalWire agree to work together in good faith to achieve completion of the Project in a timely and

professional manner. Client acknowledges and agrees that a successful Project may depend on completion of certain Client tasks or adherence to schedules within Client's control; consequently, the schedule for completion of the Project or any portion thereof may require adjustments or changes if such Client tasks are not completed as anticipated or Client's schedules change. SignalWire shall bear no liability or otherwise be responsible for delays in the Project to the extent occasioned by Client's failure timely to complete a Client task or adhere to a Client schedule. Client agrees to provide SignalWire with any technical assistance, network access, materials, and an environment suitable for SignalWire to be able to perform the Services as reasonably required by SignalWire. In addition, to the extent the Services require the use of Client-provided or third party-provided materials, SignalWire will make its best estimate of the amount of effort required to utilize such assets based on its prior experience. Since SignalWire may not have reviewed these assets at the time of SOW creation, Client acknowledges that the initial scope and/or cost of the Services included in a SOW may need to be adjusted to accommodate the actual materials made available by Client.

2. Acceptance of Services

- 2.1. Unless otherwise set forth in a SOW, when the tasks listed in the "Project Summary" section of the relevant SOW are completed, the SignalWire Project Manager will notify the Client Contact ("**Completion Notice**"), provided however that if Client does not schedule all Services for a given Project by the end of the applicable SOW Term, Client will forfeit the right to receive such unscheduled Services, the Project will be deemed complete upon expiration of the applicable SOW, and Client will not be entitled to any refunds. Client must provide written notice to SignalWire of any good faith dispute of

completion and/or an invoice and the basis therefor no later than 15 days from the date of the Completion Notice or the date of the relevant invoice for Services rendered, whichever is earlier, or else SignalWire will be deemed to have satisfied all of its obligations to Client under the relevant SOW. Should Client dispute a portion of an invoice, it shall pay any undisputed amounts and the parties shall work together in good faith to resolve the dispute within 10 business days. If the parties are unable to resolve the dispute within such timeframe, each party reserves all rights and claims otherwise provided herein.

3. Fees and Expenses

- 3.1. Service Fees. Client agrees to pay all applicable fees set forth or referenced in the SOW (the "**Fees**") in accordance with these Terms. To the extent that a SOW requires an upfront payment, commencement of Services will be conditioned upon receipt of such payment. Unless otherwise set forth in a SOW, Client shall pay undisputed amounts no later than 30 days from the date of the applicable invoice. Any past due amounts shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid, or the maximum rate permitted by law, if less. In the event any overdue invoice still remains unpaid more than 5 days after written overdue notice from SignalWire, SignalWire may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law. Should SignalWire bring an action to collect unpaid amounts hereunder, it shall be entitled to an award of its reasonable costs and attorneys' fees in addition to all other legal and equitable remedies to which it is entitled.
- 3.2. Taxes. All payments required hereunder are exclusive of any taxes or governmental charges (including sales, use, and value added taxes) related to the Services and Client will be responsible for payment of all such taxes or charges except for any taxes based on SignalWire's net income.
- 3.3. Travel. If the parties mutually agree that travel and/or any other out-of-pocket

expenses are required for completion of any Services, Client agrees to promptly reimburse SignalWire within 15 days for all such out-of-pocket expenses and costs, which will be invoiced separately.

4. Change Orders

- 4.1. If either party desires to make changes to the scope, Deliverables, or other details of a Project during the SOW Term, it will notify the other party as soon as practicable. Any such change(s) will be negotiated and mutually agreed upon in writing and detailed in a Change Order that references the applicable SOW.

5. Ownership Rights and Limited License; Proprietary Information

- 5.1. Grant of Rights. SignalWire reserves all rights in and to any Deliverables or work product furnished by SignalWire under a SOW, including but not limited to the right to publish the Deliverables under an open source license, to license the Deliverables under one or more proprietary licenses, or to license or resell the Deliverables to other customers. Client owns all rights, and SignalWire claims no rights, to inventions and scientific discoveries that Client makes arising from, and data collected through, Client's use of any Deliverables. All rights not expressly granted to Client in these Terms are reserved by SignalWire and no implied license is intended therein. For the avoidance of doubt, Client and each Client user hereby assigns to SignalWire "as is" any feedback and other information communicated to SignalWire related to the Deliverables or any SignalWire products or services, including suggestions, feature requests, bug fixes, errors, improvements and other subjects. Subject to these Terms and the applicable SOW, SignalWire grants to Client a perpetual, non-exclusive, non-transferable (except in connection with a permitted assignment under Section 9.3), non-sublicensable license to use the Deliverables solely as necessary to make use of SignalWire's products and/or services subscribed for by Client; provided, however, that such Deliverables will not be supported, and Client will cease to be eligible for updates or upgrades thereto, upon termination of Client's subscription to

SignalWire's products and/or services.

- 5.2. Similar Services. Client further acknowledges that SignalWire's business is to provide similar services and work product to third parties. Therefore, notwithstanding the terms of this Section 5, in connection with SignalWire's ongoing business operations, SignalWire shall have the worldwide, nonexclusive, perpetual and royalty-free right to make, use and display SignalWire work product that are similar to or the same as the Deliverables without the disclosure of Client's confidential information.
- 5.3. Proprietary Information and Data Usage. All data and information of either party identified or marked as "proprietary" or "confidential" that is received or otherwise accessed by the other party or its personnel under this Agreement is to be treated as strictly confidential and shall not be disclosed to anyone other than the recipient's personnel to the extent required in the performance of this Agreement. Notwithstanding any failure to so identify or mark it, the following types of information of either party shall automatically be deemed to be confidential information requiring protection hereunder: unreleased product or service information; pricing, financial or customer information; marketing plans or business strategies; software and hardware; APIs; specifications or designs, proprietary formulae and proprietary algorithms. This confidentiality obligation shall survive any termination of this Agreement for a period of five (5) years. SignalWire may collect usage data, query data and other aggregated or de-identified data in connection with Client's use of the Services. SignalWire and its corporate affiliates may use such data for purposes of improving its products and services (e.g., corroborating the data in SignalWire's databases). Provided that (a) such data does not identify, relate to, describe, present a capability of being associated with, or risk being reasonably linked with, directly or indirectly, a particular person, entity, household, or Client; (b) SignalWire does not seek to re-identify such data; and (c) such data do not reveal any confidential information of Client, SignalWire may also

collect, retain, disclose, distribute and otherwise utilize the foregoing data.

6. Warranties

- 6.1. SignalWire warrants that: (i) it and the personnel it uses to provide the Services has the requisite knowledge, skills, and qualifications to provide the Services in accordance with the applicable SOW; (ii) the Services will be performed in a professional and workmanlike manner in accordance with the applicable industry standards; and (iii) SignalWire has the full right to allow it to provide Client with the rights provided for in Section 5.1
- 6.2. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIGNALWIRE.
- 6.3. Any deficiencies in the Deliverables must be reported to SignalWire in writing within the notice period set forth in Section 2 above. After such period, any corrective Services requested by Client will require a new SOW to be executed by the parties. Client's sole and exclusive remedy for a breach of the warranties set forth above, shall be re-performance of the non-conforming Services or a refund of the pro rata amount of the fees relating to such non-conforming Services, as determined by SignalWire in its sole discretion.

7. Term and Termination

- 7.1. Term. This Agreement will be effective on the effective date of the relevant SOW or the date that SignalWire commences providing Services, whichever is earlier, and, unless terminated in accordance with the terms hereof, will continue for the period specified in the applicable SOW (the "SOW Term").
- 7.2. Termination for Cause. If either party breaches a material provision of this Agreement, the other party may terminate

this Agreement upon 30 days' written notice, unless the breach is cured within the notice period. In addition, in the event that Client does not authorize SignalWire to begin the Services within 30 days from the effective date of the relevant SOW or unreasonably delays a Client task required hereunder, SignalWire may terminate such SOW upon written notice with no liability or further obligation.

- 7.3. Post-Termination. In the event of any termination of this Agreement, SignalWire shall invoice Client for the Services actually performed through the effective date of termination or such later date as requested by Client to wind down or terminate the Services and for any expenses actually and reasonably incurred through the effective date of termination and those to which it has irrevocably committed, with Client's consent, under this SOW, and Client shall pay the invoice within 30 days after receipt. Sections 3, 5, and 6 through 9 of this Agreement shall survive any termination or expiration.

8. Limitation of Liability

NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS SOW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

9. Miscellaneous

- 9.1. Notices. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent prepaid via reputable international courier to the

address of the party to be noticed as set forth herein or to such other address as such party last provided to the other in writing.

- 9.2. Relationship of the Parties. SignalWire will perform the Services as an independent contractor, and nothing herein will be construed to create an employment, partnership, joint venture or principal-agent relationship between the parties.
- 9.3. Assignment. Neither party shall have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the prior written consent of the other party. Any attempt to do so shall be void except that either party may transfer or assign this Agreement upon notice, but without consent, to a corporate affiliate or acquirer of all or substantially all of its business pertaining to this Agreement, whether by merger, consolidation, transfer or sale of all or substantially all of its business, assets, or equity, so long as the assignee is not a direct competitor of the non-assigning party.
- 9.4. Equitable Relief. Any breach or threatened breach of Sections 5.1 and 5.3 may cause SignalWire irreparable harm for which there may not be an adequate remedy at law, and therefore, SignalWire will be entitled to seek injunctive and/or other equitable relief with respect thereto in addition to any other remedies, without the necessity of proving damages.
- 9.5. Force Majeure. No party will be liable hereunder (and their performance shall be excused under this Agreement) by reason of any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrection, terrorism, fires, flood, storm, explosions, earthquakes, Internet outages beyond the reasonable control of such party, acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such party.
- 9.6. No Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

- 9.7. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the Services specified in the corresponding SOW and supersedes all proposals, oral or written, and any other correspondence between the parties relating to its subject matter. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.
- 9.8. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 9.9. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws or provisions thereof. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of California for any claim relating to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its related costs and reasonable attorneys' fees.