

AI Voice Agent Services Agreement

Hoyos & Baker Consulting LLC

4315 N Central Ave, Chicago, IL 60634

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Key Terms

This summary highlights terms you should know before accepting. The full text below controls.

- **THE SERVICES ARE A MONTHLY SUBSCRIPTION, BILLED IN ADVANCE, THAT RENEWS AUTOMATICALLY EACH MONTH UNTIL YOU CANCEL** (Section 6.2).
- **YOU MAY CANCEL AT ANY TIME BY CALLING (708) 919-3479, 24 HOURS A DAY. CANCELLATION TAKES EFFECT AT THE END OF THE MONTH ALREADY PAID** (Section 8.2).
- **ALL FEES CHARGED ARE NON-REFUNDABLE, INCLUDING CALENDAR CONNECTION FEES, EXCEPT WHERE THE SPECIAL TERMS OF YOUR ORDER FORM GIVE YOU A REFUND** (Section 6.4).
- **YOUR PRICE IS BASED ON THE CALL MINUTES YOU TOLD US TO EXPECT. IF YOUR ACTUAL MINUTES EXCEED THAT ESTIMATE BY MORE THAN THE ADJUSTMENT THRESHOLD, WE MAY CHANGE YOUR PRICE FOR FUTURE MONTHS AFTER WRITTEN NOTICE, AND YOU MAY CANCEL INSTEAD** (Section 7).
- If the Special Terms of your Order Form hold your price for a period, we will not change it during that period, on the conditions stated there (Section 7.8).
- Each Workflow is part of your monthly subscription, because it is maintained every month (Section 6.1).
- **DISCOUNTS AND WAIVED FEES ARE FINAL. WE NEVER CHARGE THEM BACK, EVEN IF YOU CANCEL** (Section 6.8).
- Every AI Agent tells callers that the call is being recorded, right after the caller's first answer, and never claims to be a person (Section 4).
- Our total liability is limited (Section 15). Disputes are resolved individually by arbitration in Chicago, except small claims and fee collection (Section 16).

This AI Voice Agent Services Agreement (the "**Agreement**") is between **Hoyos & Baker Consulting LLC**, an Illinois limited liability company with its principal office at 4315 N Central Ave, Chicago, IL 60634 ("**Provider**"), and the business identified as the client in an Order Form ("**Client**"). This Agreement takes effect when Client accepts an Order Form that references it, by checking the acceptance box on the payment page and completing payment, or otherwise electronically or in writing (the "**Effective Date**").

1. Definitions

- "**Adjustment Threshold**" has the meaning in Section 7.3.
- "**AI Agent**" means each artificial-intelligence voice assistant that Provider configures for Client under an Order Form.
- "**Billing Cycle**" means each consecutive one-month period beginning on a Billing Date.
- "**Billing Date**" means the day of the month stated in the Order Form on which each Billing Cycle begins and the Monthly Fee for that Billing Cycle is charged.
- "**Calendar Connection**" means a connection between an AI Agent and one calendar that Client owns or controls, so that the AI Agent can check availability or book appointments in it.
- "**Caller**" means any person who calls, or is connected to, an AI Agent.
- "**Change Order**" means a written change to the scope of the Services agreed by both parties under Section 2.3.
- "**Client Content**" means all information, instructions, scripts, prices, policies, FAQs, business rules, documents and knowledge-base content that Client provides to Provider or approves for use by an AI Agent.
- "**Client Data**" means call audio recordings, transcripts, call summaries and information about Callers collected through the Services.
- "**Correction**" has the meaning in Exhibit B.
- "**Fees**" means the Setup Fee (unless waived), Calendar Connection Fees, the Monthly Fee and any other amounts payable under an Order Form or Change Order.
- "**Go-Live**" means the date an AI Agent first answers live calls.
- "**Monthly Fee**" means the recurring monthly subscription fee stated in the Order Form, which is the sum of the Plan Fee and the Workflow Fees, as adjusted under Sections 2.3 and 7.
- "**Order Form**" means an order document that references this Agreement and is accepted by Client, electronically or in writing, including its Schedule 1 (Rate Card).

- **"Plan Fee"** means the monthly fee for Client's plan in the Rate Card.
- **"Price Hold"** has the meaning in Section 7.8.
- **"Provider Materials"** has the meaning in Section 9.1.
- **"Rate Card"** means Schedule 1 to the Order Form, as updated under Section 7.7.
- **"Required Disclosures"** has the meaning in Section 4.1.
- **"Services"** means the setup, operation, maintenance, Corrections and weekly reporting services for AI Agents described in this Agreement and the Order Form.
- **"Setup Fee"** means the one-time fee stated in the Order Form for the work described in Exhibit A, other than Calendar Connections. The Order Form states whether it is waived.
- **"Special Terms"** means the terms written in Section 5 of the Order Form. They control over this Agreement (Section 17.2).
- **"Third-Party Services"** has the meaning in Section 12.1.
- **"Usage Baseline"** has the meaning in Section 7.1.
- **"Workflow"** means an automated action or sequence performed by or for an AI Agent, other than a Calendar Connection — for example, sending a notification, creating a record in Client's CRM, or routing a message. Workflows are purchased by quantity in the Order Form, and each one's specific design is agreed in writing during setup under Section 2.2.
- **"Workflow Fee"** means the monthly fee per Workflow in the Rate Card, multiplied by the number of Workflows in the Order Form.

2. Services

2.1 Scope. Provider will provide the Services described in the Order Form and in Exhibit A (Setup and Integrations), Exhibit B (Maintenance and Corrections) and Exhibit C (Weekly Reports). Anything not described there is out of scope.

2.2 Setup and Acceptance. After receiving the first payment and the Client inputs listed in Exhibit A, Provider will configure a test version of each AI Agent. Within five (5) business days after Provider makes it available, Client will test it and either approve it in writing (email is sufficient) or describe in writing how it does not conform to the Order Form. Provider will correct described nonconformities and resubmit. An AI Agent is accepted on the earliest of (a) Client's written approval, (b) the end of that five-business-day period without a written description of nonconformities, or (c) Client's instruction to go live. Provider will not put an AI Agent into live use without Client's approval.

2.3 Change Orders. Any change to scope — including new integrations, call flows, languages, phone lines or AI Agents — requires a Change Order agreed in writing (email is sufficient), which may carry additional Fees at the rates in the Order Form. An added Calendar Connection is charged at the Rate Card fee when the Change Order is agreed. An added or removed Workflow changes the Monthly Fee from the next Billing Date, without proration. Corrections are not changes.

2.4 Client Dependencies. Provider's timelines depend on Client providing timely and accurate information, access and approvals. Provider is not responsible for delays or failures caused by Client, Client's vendors or systems, or Third-Party Services.

2.5 Inbound Calls Only. The Services cover inbound calls only. Outbound calls, text messages or other outbound communications by an AI Agent require a separate written Outbound Addendum signed by both parties.

2.6 Personnel and Subcontractors. Provider may use employees, contractors and subcontractors to perform the Services and remains responsible for their performance under this Agreement.

2.7 Other Services. Any bookkeeping, tax, website or other services that Provider offers are outside this Agreement and are governed by separate agreements.

3. Client Responsibilities

Client is solely responsible for:

- (a) the accuracy, legality and completeness of Client Content, and for updating it when it changes;
- (b) reviewing and approving each AI Agent's configuration before Go-Live and after each change;
- (c) reviewing the weekly reports and, as Client considers appropriate, call transcripts, and promptly notifying Provider of any error;
- (d) honoring, correcting or otherwise addressing with its Callers any statement or commitment made by an AI Agent;

(e) maintaining a working backup phone number, and a person able to receive transferred calls during the hours stated in the Order Form;

(f) providing any notices and obtaining any consents required by law for its use of the Services, including in its own privacy policy;

(g) complying with all laws, regulations and professional rules that apply to its business, including licensing, consumer protection, fair housing, anti-discrimination, privacy and data security laws; and

(h) keeping its account credentials secure and promptly notifying Provider of any unauthorized access.

Provider acts on Client's instructions. Neither Provider nor any AI Agent provides legal, medical, financial, tax, insurance, real estate or other professional advice to Client or to Callers through the Services.

4. Required Disclosures and Recording

4.1 Required Disclosures. Provider will configure each AI Agent to tell every Caller, in the language of the call, that the call is being recorded. The AI Agent says it immediately after the Caller answers the AI Agent's first question, and before it asks the next one. The standard wording is:

English: "Just so you know, this call is being recorded."

Spanish: "Te cuento que esta llamada se está grabando."

The AI Agent does not state on its own initiative that it is an artificial intelligence. If a Caller asks whether they are speaking with a person, a machine or an AI, the AI Agent answers that it is {Business}'s virtual assistant, and it never claims to be a human being. The recording notice and this answer are the "**Required Disclosures**". Because calls are also transcribed and processed by Third-Party Services (Exhibit F), Client will describe that processing in its own privacy notice (Section 3(f)).

4.2 No Removal. Client will not instruct Provider to remove, delay or weaken the Required Disclosures. If Client nevertheless requests such a change in writing, Provider may decline it or suspend the affected AI Agent. Any change Provider makes at Client's written request is at Client's sole risk and is subject to Section 14.1.

4.3 Access to a Person. Each AI Agent will offer Callers a way to reach a person, by transfer to the number stated in the Order Form or by taking a message for a callback.

4.4 Not an Emergency Service. AI Agents are not emergency services and are not monitored in real time. Each AI Agent will be configured to tell a Caller who describes an emergency to hang up and call 911. Client will not represent to anyone that the Services are monitored in real time.

5. Prohibited Uses

Client will comply with the Acceptable Use Policy in Exhibit E and will not use the Services to:

- (a) place outbound calls or messages, unless the parties sign an Outbound Addendum;
- (b) identify or authenticate individuals by their voice, or otherwise collect biometric identifiers or biometric information;
- (c) collect full Social Security numbers, full payment card numbers, bank account credentials or health information;
- (d) provide legal, medical, financial, tax or insurance advice, or make or influence decisions about credit, housing, employment, insurance or eligibility for any benefit;
- (e) discriminate against any person on a basis protected by law;
- (f) imitate a real person, or use a synthetic voice that resembles a real person, without that person's written consent and a separate written addendum signed by both parties; or
- (g) violate any law or any third party's rights.

Provider may suspend any AI Agent that it reasonably believes violates this Section or Exhibit E, as provided in Section 8.5.

6. Fees, Payment and Taxes

6.1 Fees. Client will pay the Fees stated in the Order Form and any Fees under Change Orders. The Monthly Fee is the Plan Fee plus the Workflow Fees; Workflows are billed monthly because each one is maintained every month under Exhibit B. The first Monthly Fee and any Calendar Connection Fees are charged when Client accepts the Order Form, and the Monthly Fee is then charged in advance on each Billing Date. The Setup Fee covers the work described in Exhibit A; if the Order Form states that the Setup Fee is waived, no Setup Fee is charged and the waiver does not reduce the Services (Section 6.8).

6.2 AUTOMATIC RENEWAL. THE SERVICES ARE A MONTHLY SUBSCRIPTION BILLED IN ADVANCE. THE SUBSCRIPTION RENEWS AUTOMATICALLY FOR SUCCESSIVE ONE-MONTH BILLING CYCLES, AND CLIENT'S PAY-

MENT METHOD WILL BE CHARGED THE MONTHLY FEE THEN IN EFFECT ON EACH BILLING DATE UNTIL CLIENT CANCELS UNDER SECTION 8.2.

6.3 Payment Authorization. Client authorizes Provider and its payment processor, Stripe, Inc., to charge the payment method Client provides (card or bank account) for all Fees and applicable taxes when due. Client will keep a valid payment method on file. If a charge fails, Provider will notify Client with a link to pay or update the payment method, and may suspend the Services under Section 8.5 if payment is not received within five (5) days after that notice.

**6.4 NO REFUNDS. ALL FEES CHARGED ARE NON-REFUNDABLE AND NON-CREDITABLE, INCLUDING CAL-
ENDAR CONNECTION FEES, ANY SETUP FEE THAT IS NOT WAIVED, WORKFLOW FEES, FEES FOR PARTIAL
BILLING CYCLES, AND FEES FOR UNUSED CALLS OR MINUTES, EXCEPT AS EXPRESSLY STATED IN SECTIONS
8.3, 13.2 AND 14.2 OR IN THE SPECIAL TERMS.**

6.5 Taxes. Fees exclude all sales, use, lease, excise and similar taxes, including the City of Chicago Personal Property Lease Transaction Tax where applicable. Client will pay all such taxes, other than taxes on Provider's net income, and they will appear on Client's invoices or receipts. If Client claims an exemption, it must provide a valid exemption certificate before the charge.

6.6 Billing Questions. Client will raise any billing dispute in writing within thirty (30) days after the charge and will work with Provider in good faith to resolve it before initiating a chargeback or payment reversal. Undisputed amounts remain payable.

6.7 Collection Costs. Client will reimburse Provider's reasonable costs of collecting overdue amounts, including reasonable attorneys' fees.

6.8 Promotional Offers Are Final. Any discount, waiver, free period or other promotional offer that Provider grants to Client is final when granted. Provider will not charge back, recover or invoice the discounted or waived amount for any reason, including when Client cancels, when this Agreement or an Order Form ends, or when it is terminated by either party. For example, when an Order Form states that the Setup Fee is waived under a promotional offer, Client will never be charged that Setup Fee. This Section does not affect Fees that were not discounted or waived, or amounts accrued and unpaid before termination (Section 8.6(d)).

7. Usage Baseline and Pricing Adjustments

7.1 Usage Baseline. The Plan Fee is based on Client's statement, during its call with Provider, of how many calls its business receives in a typical week and how long a typical call lasts. The Order Form converts that statement into total call minutes per Billing Cycle (weekly calls × average minutes per call × 4.33 weeks, rounded up) (the "**Usage Baseline**"), and the plan is the lowest plan in the Rate Card whose included minutes cover it. Client represents that the Usage Baseline is a good-faith estimate based on its historical call volume. The number of calls is recorded for information only; pricing depends on minutes.

7.2 Measurement. Usage is the total minutes of inbound calls answered by Client's AI Agents in a Billing Cycle, measured from the call records of the platforms used to provide the Services, which are conclusive absent manifest error. The weekly reports show usage to date, and Client may request a usage summary for any Billing Cycle.

7.3 Pricing Adjustment. If Client's actual call minutes in any Billing Cycle exceed the Usage Baseline by more than the percentage stated in the Order Form (the "**Adjustment Threshold**"; twenty percent (20%) unless the Order Form states otherwise), Provider may send Client a written notice (a "**Pricing Adjustment Notice**") stating the measured minutes, the new plan, the new Plan Fee and Monthly Fee, and the date the new Monthly Fee takes effect. The new Plan Fee will be the fee in the Rate Card for the lowest plan whose included minutes cover the measured minutes. If the measured minutes exceed the highest plan in the Rate Card, the new Plan Fee will be the fee for the highest plan plus the Excess Minute Rate in the Rate Card multiplied by the minutes above that plan's included minutes in the measured Billing Cycle.

7.4 Effective Date; Prospective Only. The new Monthly Fee takes effect on the first Billing Date that is at least ten (10) days after Provider sends the Pricing Adjustment Notice, and the Usage Baseline is updated to the new plan's included minutes on that date. Workflow Fees do not change under this Section. Pricing adjustments apply only to future Billing Cycles. Provider will not charge any additional amount for a Billing Cycle already billed, including the Billing Cycle in which the excess usage occurred.

7.5 Client's Options. Before the effective date in a Pricing Adjustment Notice, Client may:

- (a) accept the new Monthly Fee, expressly or by not cancelling;
- (b) cancel under Section 8.2, in which case this Agreement ends at the end of the then-current Billing Cycle without refund, credit or penalty; or

(c) if the Order Form makes this option available, elect in writing to cap usage at the Usage Baseline, in which case calls received after the Usage Baseline is reached in a Billing Cycle will be routed to voicemail or to Client's backup number.

If Client does not cancel or elect a usage cap before that date, Client accepts the new Monthly Fee and authorizes Provider to charge it.

7.6 Lower Usage. If Client's actual call minutes fit within a lower plan in the Rate Card for two (2) consecutive Billing Cycles, Client may request in writing a move to that plan, effective on the first Billing Date that is at least ten (10) days after the request.

7.7 Rate Card Changes. Provider may change its Rate Card, or Client's Monthly Fee for reasons other than usage, by giving at least thirty (30) days' written notice. The change takes effect on the first Billing Date after the notice period, and Client may cancel before then under Section 8.2.

7.8 Price Hold. If the Special Terms state a period during which the Plan Fee will not change (a "**Price Hold**"), no change to the Plan Fee under Section 7.3 or Section 7.7 will take effect during that period, on the conditions the Special Terms state. When the Price Hold ends, or if one of its conditions is not met, this Section 7 applies as written.

8. Term, Cancellation, Suspension and Termination

8.1 Term. This Agreement begins on the Effective Date and continues until all Order Forms have ended.

8.2 CANCELLATION BY CLIENT. CLIENT MAY CANCEL AT ANY TIME BY CALLING PROVIDER'S AUTOMATED LINE AT (708) 919-3479, WHICH ANSWERS 24 HOURS A DAY, OR BY WRITTEN NOTICE UNDER SECTION 17.8. CANCELLATION TAKES EFFECT AT THE END OF THE THEN-CURRENT BILLING CYCLE; THE SERVICES CONTINUE UNTIL THAT DATE, AND NO FURTHER MONTHLY FEES WILL BE CHARGED. A cancellation is received when the call is made or the notice is sent. A cancellation received before 11:59 p.m. Central Time on the day before a Billing Date stops the charge on that Billing Date. The automated line may ask the caller to confirm the business name and the email or phone number on the account, and it records the call as proof of the request. Provider will confirm each cancellation in writing to Client's notices email, including its effective date.

8.3 Termination by Provider for Convenience. Provider may terminate this Agreement or any Order Form for any reason on thirty (30) days' written notice. In that case, Provider will refund any prepaid Monthly Fee for the period after the termination date.

8.4 Termination for Cause. Either party may terminate this Agreement by written notice if the other party materially breaches it and does not cure the breach within fifteen (15) days after written notice, or immediately if the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings. Provider may also terminate immediately by written notice if Client's use of the Services violates Section 4, Section 5 or Exhibit E in a way that exposes Provider or Callers to legal liability or harm.

8.5 Suspension. Provider may suspend all or part of the Services, with notice where practicable, if (a) payment is overdue as described in Section 6.3; (b) Provider reasonably believes that Client's use violates Section 4, Section 5, Exhibit E or law; (c) suspension is necessary to prevent a security incident or harm to Callers; or (d) a Third-Party Service suspends or restricts Provider's access. Provider will restore the Services promptly after the cause is resolved. Suspension does not relieve Client of its obligation to pay Fees.

8.6 Effect of Termination. When this Agreement or an Order Form ends: (a) the affected AI Agents stop answering calls, and Client's license under Section 9.1 ends; (b) if Client has paid all Fees, Provider will, at Client's written request made within thirty (30) days, deliver an export of Client Content and Client Data and transfer or port any phone number provisioned for Client, at Client's cost; (c) Provider will delete Client Data as described in Section 10.5; and (d) all amounts accrued before termination remain payable. Provider is not required to forward calls after termination.

8.7 Survival. Sections 1, 6 (for amounts accrued), 6.8, 8.6, 8.7, 9, 10.5, 11, 13.4, 14, 15, 16 and 17 survive termination.

9. Proprietary Rights

9.1 Provider Materials. Provider owns all rights in its prompts, conversation designs, templates, workflows, configurations, integration code, tools, report formats and know-how, including those customized for Client ("**Provider Materials**"). Subject to this Agreement and payment of Fees, Provider grants Client a non-exclusive, non-transferable license during the term to use Provider Materials solely through the AI Agents for Client's internal business purposes. Client will not copy, reverse engineer or resell Provider Materials, or use them to build a competing service.

9.2 Client Content and Client Data. Client owns Client Content and Client Data. Client grants Provider a non-exclusive license to use, copy and process Client Content and Client Data only to provide, maintain and support the Services, prepare reports and comply with law.

9.3 Feedback. Provider may use any suggestions Client gives about the Services without obligation, provided that Provider does not disclose Client's Confidential Information.

9.4 Reservation. All rights not expressly granted in this Agreement are reserved.

10. Client Data and Security

10.1 Processing on Instructions. Provider will process Client Data only on Client's behalf, on Client's documented instructions, and only to provide the Services. Client's instructions consist of this Agreement, the Order Form and Exhibit D.

10.2 No Sale; No Training; No Biometrics. Provider will not sell Client Data or share it for advertising, will not use Client Data to train or fine-tune artificial intelligence models, and will not use the Services to create voiceprints or identify Callers by their voice. Provider will configure Third-Party Services to the most restrictive data-use and retention settings reasonably available to it. Provider may use de-identified, aggregated usage statistics — never recordings or transcripts — to operate and improve its business.

10.3 Security. Provider will maintain reasonable administrative, technical and physical security measures designed to protect Client Data, as described in Exhibit D, and will require its subcontractors and, to the extent their standard terms permit, Third-Party Services to protect Client Data.

10.4 Security Incidents. Provider will notify Client immediately, and in no event later than forty-eight (48) hours, after discovering any unauthorized acquisition of or access to Client Data. Provider will cooperate with Client, including by describing the date and nature of the incident and the steps Provider has taken or plans to take.

10.5 Retention and Deletion. Provider will retain Client Data for the periods stated in Exhibit D or the Order Form and will delete Client Data within thirty (30) days after this Agreement ends, except data that Provider must retain by law or for a pending dispute, which remains subject to this Section 10. Provider may keep Order Forms, acceptance records, invoices and correspondence as its own business records.

11. Confidentiality

11.1 Definition. "Confidential Information" means non-public information disclosed by one party to the other that is marked confidential or that a reasonable person would understand to be confidential, including Client Data, Provider Materials and pricing. It does not include information that is or becomes public through no fault of the recipient, was known to the recipient without restriction before disclosure, is independently developed without use of the disclosing party's information, or is rightfully received from a third party without a duty of confidentiality.

11.2 Obligations. The recipient will use Confidential Information only to perform or receive the Services, will protect it with at least reasonable care, and will disclose it only to its personnel, contractors and professional advisors who need to know it and are bound by confidentiality duties at least as protective as these.

11.3 Compelled Disclosure. The recipient may disclose Confidential Information when required by law, after giving the disclosing party prompt notice where legally permitted, so that it may seek protection.

11.4 Duration. These obligations last during the term and for three (3) years after it ends, and for as long as the information remains a trade secret or, for Client Data, for as long as Provider holds it.

12. Third-Party Services

12.1 Reliance on Third Parties. The Services rely on third-party platforms for voice synthesis, telephony, speech recognition, language models and payments, listed in Exhibit F as updated from time to time ("**Third-Party Services**").

12.2 No Responsibility. Provider does not control and is not responsible for the availability, performance, security or changes of Third-Party Services, and their outages, errors or changes are not a breach of this Agreement. Provider will use commercially reasonable efforts to restore affected Services, including by switching to an alternative provider.

12.3 Replacement. Provider may replace any Third-Party Service with a functionally similar one by updating Exhibit F and notifying Client as described in Exhibit D.

12.4 Client's Systems. Systems that Client connects to an AI Agent, such as its calendar, CRM or email, are Client's vendors, not Provider's subprocessors. Client is responsible for its agreements with them and for granting Provider the access needed.

12.5 No Uptime Guarantee. Provider does not guarantee any level of availability. When an AI Agent is unavailable, calls will be forwarded to Client's backup number where technically possible.

13. Warranties and AI Disclaimer

13.1 Mutual. Each party represents that it is duly organized and in good standing, and that the person accepting the Order Form on its behalf is authorized to bind it.

13.2 Provider's Limited Warranty. Provider warrants that it will perform the Services in a professional manner consistent with generally accepted industry standards. Client must notify Provider in writing of any breach of this warranty within thirty (30) days after it occurs. Client's exclusive remedy, and Provider's sole obligation, for breach of this warranty is

re-performance of the nonconforming Services or, if Provider cannot re-perform within fifteen (15) days after Client's notice, termination of the affected Order Form and a refund of the unused portion of the prepaid Monthly Fee for the then-current Billing Cycle.

13.3 Client's Warranties. Client represents and warrants that (a) it has all rights and consents needed for Provider to use Client Content and Client Data as described in this Agreement; (b) Client Content does not infringe or misappropriate any third party's rights or violate any law; and (c) the Usage Baseline is a good-faith estimate as described in Section 7.1.

13.4 AI DISCLAIMER. CLIENT ACKNOWLEDGES THAT THE SERVICES USE ARTIFICIAL INTELLIGENCE THAT GENERATES RESPONSES PROBABILISTICALLY, AND THAT AN AI AGENT MAY MISUNDERSTAND CALLERS, GIVE INACCURATE, INCOMPLETE OR INAPPROPRIATE RESPONSES, FAIL TO COMPLETE TASKS OR BE UNAVAILABLE. PROVIDER DOES NOT WARRANT THAT ANY AI AGENT WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL PRODUCE ANY RESULT, INCLUDING ANY NUMBER OF ANSWERED CALLS, APPOINTMENTS, LEADS OR SALES. EXCEPT AS EXPRESSLY STATED IN SECTION 13.2, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

14. Indemnification

14.1 By Client. Client will defend, indemnify and hold harmless Provider and its members, managers, employees and contractors from and against any third-party claim, and all resulting losses, damages, fines, penalties, costs and reasonable attorneys' fees, arising out of or relating to:

- (a) Client Content, including any claim that a statement made by an AI Agent based on Client Content was inaccurate or misleading;
- (b) Client's instructions or configuration choices, including any change to the Required Disclosures made at Client's request;
- (c) Client's breach of Section 3, Section 4, Section 5 or Exhibit E;
- (d) Client's violation of any law; or

(e) any dispute between Client and its Callers or customers,

except to the extent the claim results from Provider's gross negligence or willful misconduct.

14.2 By Provider. Provider will defend Client against any third-party claim alleging that Provider Materials, as provided by Provider, infringe a United States patent, copyright or trademark or misappropriate a trade secret, and will pay the damages finally awarded or agreed in a settlement Provider approves. Provider has no obligation for claims arising from Client Content, Third-Party Services, modifications not made by Provider, combinations with items not provided by Provider, or use in breach of this Agreement. If such a claim is made or appears likely, Provider may modify or replace the affected Provider Materials or, if neither is commercially reasonable, terminate the affected Order Form and refund any prepaid Monthly Fee for the period after termination. This Section 14.2 states Provider's entire liability for infringement claims and is subject to Section 15.

14.3 Procedure. The indemnified party will give prompt written notice of the claim, reasonable cooperation at the indemnifying party's expense, and sole control of the defense and settlement. The indemnifying party will not settle any claim that imposes obligations on, or admits fault by, the indemnified party without its prior written consent. The indemnified party may participate with its own counsel at its own expense.

15. Limitation of Liability

15.1 EXCLUSION OF DAMAGES. EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS AND CLIENT'S OBLIGATIONS UNDER SECTION 14.1, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, MISSED OR MISHANDLED CALLS, OR LOSS OF DATA, EVEN IF ADVISED OF THEIR POSSIBILITY.

15.2 CAP. PROVIDER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT IN THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

15.3 Application. These limitations apply to all claims under any theory, including contract, tort (including negligence), strict liability and statute, even if a limited remedy fails of its essential purpose, to the maximum extent permitted by law. The parties agree that these limitations are an essential basis of the bargain and are reflected in the Fees.

16. Dispute Resolution

16.1 Governing Law. This Agreement is governed by the laws of the State of Illinois, without regard to its conflict-of-laws rules. The Federal Arbitration Act governs Section 16.3.

16.2 Informal Resolution. Before starting any proceeding, a party will send the other a written description of the dispute, and the parties will try in good faith to resolve it for thirty (30) days.

16.3 Arbitration. Any dispute arising out of or relating to this Agreement that is not resolved under Section 16.2, except as stated in Section 16.4, will be resolved by final and binding arbitration administered by JAMS under its rules for commercial disputes in effect when the arbitration begins, before a single arbitrator. The seat of arbitration is Chicago, Illinois, and hearings may be held by video. Judgment on the award may be entered in any court with jurisdiction.

16.4 Exceptions. Either party may bring an individual action in small claims court within its jurisdictional limits. Provider may bring an action to collect unpaid Fees in the courts described in Section 16.5. Either party may seek injunctive relief in court to protect its intellectual property or Confidential Information.

16.5 Courts; Jury Waiver. Any court action permitted by this Agreement will be brought exclusively in the state or federal courts located in Cook County, Illinois, and each party consents to their jurisdiction. **EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY.**

16.6 Individual Claims Only. Each party may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any class, collective or representative proceeding.

16.7 Time Limit. To the extent permitted by law, any claim against Provider must be brought within one (1) year after the claim arises.

16.8 Attorneys' Fees. In any action to collect unpaid Fees, the prevailing party may recover its reasonable attorneys' fees and costs.

17. General

17.1 Entire Agreement; No Reliance. This Agreement, including the Order Form, the Rate Card and the Exhibits, is the entire agreement between the parties about its subject matter and supersedes all prior discussions, proposals and statements, oral or written, including those made during sales calls. Client has not relied on any statement that is not expressly included in this Agreement.

17.2 Order of Precedence. If documents conflict, the Order Form controls, then this Agreement, then the Exhibits, except that Exhibit D controls on data-processing matters.

17.3 Updates to this Agreement. Provider may publish new versions of this Agreement. A new version applies to an existing Client only after at least thirty (30) days' written notice and from the first Billing Date after that notice period, and Client may cancel before then under Section 8.2. An update will not apply to any dispute that arose before the update took effect.

17.4 Amendments and Waivers. Except as stated in Sections 7 and 17.3, this Agreement may be changed only by a written document, which may be electronic, accepted by both parties. A failure or delay in enforcing any provision is not a waiver.

17.5 Assignment. Neither party may assign this Agreement without the other's written consent, except that Provider may assign it to a successor in a merger or sale of all or substantially all of the business to which it relates, with notice to Client.

17.6 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship.

17.7 Force Majeure. Neither party is liable for a delay or failure to perform, other than a payment obligation, caused by events beyond its reasonable control, including natural disasters, outages of utilities, networks or Third-Party Services, cyberattacks, labor disputes, government action or war.

17.8 Notices. Notices to Provider must be sent to support@hoyosbaker.com, with a copy to Hoyos & Baker Consulting LLC, 4315 N Central Ave, Chicago, IL 60634. Notices to Client will be sent to the email Client provides on the payment page, or to another email Client designates in writing. Email notices are effective when sent, unless the sender receives a delivery failure. Each party will keep its notices email current.

17.9 Electronic Records and Signatures. Client agrees to receive this Agreement, Order Forms, notices, invoices and other records electronically. Accepting an Order Form by checking a box, typing a name, clicking a button or using an electronic signature service is a valid signature and has the same effect as a handwritten signature under the Illinois Uniform Electronic Transactions Act (815 ILCS 333) and the federal E-SIGN Act. Electronic records kept by Provider are originals.

17.10 Publicity. Neither party will use the other's name or logo in marketing without prior written consent.

17.11 Severability. If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest of this Agreement remains in effect.

17.12 No Third-Party Beneficiaries. This Agreement does not create any rights for Callers or any other third party, except the persons indemnified under Section 14.

17.13 Language. This Agreement is written in English. Any translation is provided for convenience only, and the English version controls.

17.14 Interpretation. Headings are for convenience only. "Including" means "including without limitation." "Days" means calendar days unless "business days" is stated; business days are Monday through Friday, excluding U.S. federal holidays, in Central Time.

Exhibit A — Setup and Integrations

A.1 Deliverables. For each AI Agent, Provider will:

1. design the AI Agent's persona, voice (selected from the platform's library of synthetic voices) and greeting, and the Required Disclosures;
2. build the knowledge base from the Client Content listed in the Order Form;
3. configure the AI Agent's standard call handling, including transfer to a person and message taking, and the number of Workflows stated in the Order Form;
4. provision a phone number or configure forwarding from Client's existing number;
5. connect the number of Calendar Connections stated in the Order Form, using calendar accounts that Client owns and access that Client grants;
6. test the AI Agent against a standard set of scenarios, including requests for professional advice, emergencies, discriminatory questions and Callers who ask for a person; and
7. deliver the test version for Client's acceptance under Section 2.2 of the Agreement.

A.2 Client Inputs. Client will provide, within five (5) business days after acceptance of the Order Form: its Client Content; business hours and transfer numbers; access to the systems to be integrated; and a named contact who can approve the configuration.

A.3 Target Timeline. Provider targets delivering the test version within two (2) weeks after receiving all Client inputs. This is a target, not a guarantee.

A.4 Out of Scope. Unless listed in the Order Form or added by Change Order: outbound calls or messages; taking payments by phone; custom software development; website changes; data migration; integrations not listed; voices that resemble a real person; and support for systems Client does not own or control.

Exhibit B — Maintenance and Corrections

B.1 Included Maintenance. During the term, Provider will: monitor the operation of each AI Agent; apply updates required by changes in Third-Party Services; make Corrections; keep each Workflow and Calendar Connection working as approved, including after changes in Client's or a Third-Party Service's systems; and make up to two (2) hours per month of updates to Client Content and knowledge-base content at Client's request. Unused hours do not carry over.

B.2 Corrections. A "Correction" is a fix that makes an AI Agent behave as described in the approved configuration and the Order Form. Adding new behavior, flows, integrations, languages or content beyond the included hours is a change that requires a Change Order.

B.3 Support. Client may report issues by email to support@hoyosbaker.com in English or Spanish. Business hours are Monday–Friday, 9:00 a.m.–5:00 p.m. Central Time.

B.4 Target Response Times.

Severity	Description	Target first response
1 — Critical	An AI Agent is not answering calls	Same business day
2 — High	An AI Agent gives materially incorrect information or fails a core call flow	Next business day
3 — Normal	Minor issues and content updates	Within three (3) business days

Response times are targets, not guarantees. Provider's sole obligation for a missed target is to continue working on the issue with commercially reasonable efforts.

Exhibit C — Weekly Reports

C.1 Delivery. Provider will deliver a report by email each Monday, covering the prior week (Monday through Sunday, Central Time), to the recipients Client designates during setup.

C.2 Contents. Each report will include, to the extent available from the platforms: number of calls; total minutes; usage to date against the Usage Baseline; call outcomes (for example, appointment booked, message taken, transferred, abandoned); questions the AI Agent could not answer; calls flagged for review; and adjustments Provider recommends.

C.3 Nature of Reports. Reports are informational and depend on data from Third-Party Services. They are not a guarantee of accuracy or results. Client should review each report and notify Provider of errors within five (5) business days. Recommended adjustments may require Client's approval or a Change Order.

C.4 Caller Information. Reports will not include recordings or full transcripts in the body of an email. Client may request access to that information in writing, and Provider will provide it through a secure link.

Exhibit D — Data Processing and Security

D.1 Roles. Client decides why and how Client Data is collected. Provider processes Client Data on Client's behalf as its service provider.

D.2 Data Processed. Caller names and phone numbers; call audio; transcripts and summaries; information Callers volunteer during calls; and appointment or message details.

D.3 Purposes. Answering and routing calls, performing the call flows in the Order Form, maintaining and correcting the AI Agents, preparing reports, providing support, and complying with law.

D.4 Personnel. Provider will limit access to Client Data to personnel and contractors who need it to perform the Services and who are bound by confidentiality obligations.

D.5 Security Measures. Provider will maintain at least: multi-factor authentication on all accounts with access to Client Data; a separate workspace or project per client where the platform supports it; least-privilege access; encryption in transit and, where supported by the platform, at rest; periodic rotation of API keys; logging of administrative access where available; secure deletion; and a written incident response plan.

D.6 Subprocessors. Client authorizes the Third-Party Services listed in Exhibit F. Provider will notify Client at least fifteen (15) days before adding or replacing a subprocessor that processes Client Data. If Client reasonably objects on data-protection grounds, Client may cancel under Section 8.2 of the Agreement before the change takes effect.

D.7 Default Retention. Unless the Order Form states otherwise: call recordings, ninety (90) days; transcripts and summaries, ninety (90) days; usage records and reports, for the term plus twelve (12) months. Client may request shorter periods in writing where the platforms allow.

D.8 Requests from Callers. Provider will forward to Client any request from a Caller about their information and will reasonably help Client respond, including by locating or deleting that Caller's data.

D.9 Security Questionnaires. Provider will answer one reasonable security questionnaire per year from Client, including questionnaires Client needs for its own regulatory obligations. Additional assessments may be charged at the Change Order rate.

D.10 Payment Cards. AI Agents will not collect payment card data. Payments to Provider are processed by Stripe, Inc., and Provider does not store full card numbers.

D.11 Security Incidents; Deletion. Sections 10.4 and 10.5 of the Agreement apply.

Exhibit E — Acceptable Use Policy

E.1 All Clients. Client will not use the Services to: violate any law; mislead Callers about who they are speaking with; remove or weaken the Required Disclosures; collect data listed in Section 5(c) of the Agreement; target children under 13; harass, threaten or defame anyone; send spam or unsolicited communications; or engage in any activity that could expose Callers to harm.

E.2 Legal Services. AI Agents for law firms may schedule consultations and take basic contact information and a brief description of the matter. They will not give legal advice, evaluate a case, quote outcomes or state that an attorney-client relationship has been formed.

E.3 Financial, Tax and Insurance Services. AI Agents may schedule appointments and answer general questions from Client Content. They will not give recommendations, binding quotes, eligibility decisions or tax advice, and will not collect full Social Security or account numbers.

E.4 Real Estate. AI Agents will not answer questions about the race, religion, national origin, familial status, disability or other protected characteristics of residents of any area, will not describe schools or neighborhoods in terms of those characteristics, and will route such questions to a person.

E.5 Health Care. Clients subject to HIPAA may not use the Services to process protected health information unless the parties first sign a Business Associate Agreement.

E.6 Employment. Clients may not use the Services to screen, interview or evaluate job applicants.

E.7 Enforcement. Provider may decline instructions, change configurations or suspend an AI Agent to enforce this Exhibit, as provided in Section 8.5 of the Agreement.

Exhibit F — Third-Party Services and Subprocessors

Last updated: September 27, 2026. Provider will keep this list current and notify Client of changes under Exhibit D.

Function	Provider	Data processed	Data location
Conversational AI, speech recognition and voice synthesis	ElevenLabs, Inc.	Call audio, transcripts	United States
Telephony	Twilio Inc.	Phone numbers, call audio, call records	United States
Language model	Models made available through the ElevenLabs platform, under ElevenLabs, Inc.'s terms	Transcripts, Client Content	United States
Database and storage	Supabase, Inc.	Call records, transcripts, summaries, reports	United States (Oregon)
Application hosting	Vercel Inc.	Data in transit between the services above	United States
Email delivery	Google LLC (Google Workspace)	Reports and notifications sent to Client	United States
Payments	Stripe, Inc.	Client billing information	United States

Systems that Client connects to an AI Agent (such as its calendar or CRM) are Client's vendors and are not listed here (Section 12.4 of the Agreement).