

B2B SaaS / ENTERPRISE SERVICE TERMS

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1. Definitions

Term	Definition
"Customer"	The entity that has agreed to these Service Terms, whether via an Order Form, clickwrap acceptance, or a Governing Commercial Document
"Order Form"	A document (including an online order, proposal acceptance, or SOW) specifying the Services purchased, fees, and the applicable RTC League contracting entity
"Content"	Data, prompts, scripts, recordings, and other material submitted to or generated through the Services by or on behalf of Customer
"Deliverables"	Custom work product created specifically for Customer under a professional services engagement

Term	Definition
"Background IP"	RTC League's pre-existing technology, platform, models, frameworks, and tools, and any improvements to them, whether or not incorporated into Deliverables
"Documentation"	RTC League's then-current published technical and user documentation for the applicable Services
"Subprocessor"	A third party engaged by RTC League to process personal data on Customer's behalf in connection with the Services

2. Services and Subscriptions

2.1 Provision of Services

RTC League will provide the Services identified in the applicable Order Form, subject to these Service Terms and the Documentation. Subscription-based Services are provided for the term specified in the Order Form, renewing as specified there.

2.2 Deployment Models

Services may be provided as fully managed cloud/SaaS (RTC Hosted), hybrid, or, where specifically agreed, on-premises deployment. The deployment model, associated infrastructure responsibilities, and any related fees are set out in the Order Form.

2.3 Changes to the Services

RTC League may modify the Services over time (including feature updates and model changes per the AI / Responsible Use Policy), provided such changes do not materially reduce the core functionality Customer has subscribed to during the then-current term without prior notice and, where required by the Order Form, Customer's consent.

3. License Grant

Subject to these Service Terms and full payment of applicable fees, RTC League grants Customer a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted) license to access and use the Services and Documentation during the applicable subscription term, solely for Customer's internal business purposes and as permitted under the Order Form. All rights not expressly granted are reserved by RTC League.

4. Customer Obligations

- Provide accurate information necessary for RTC League to configure and deliver the Services;
- Designate a primary technical contact and business owner for the engagement;
- Provide timely access, credentials, and approvals reasonably required for deployment, integration, and support;
- Comply with the Acceptable Use Policy and AI / Responsible Use Policy;
- Ensure adequate network/infrastructure conditions on Customer's side where specified in the Order Form (e.g., minimum bandwidth);
- Maintain the confidentiality and security of Customer's own account credentials.

5. Fees, Payment, and Taxes

- Fees are as specified in the applicable Order Form and are due per the payment terms stated there (e.g., NET-30).
- Except as expressly stated in the Order Form, fees are non-refundable.
- Late payments may accrue interest at the rate specified in the Order Form (or, absent a specified rate, at the lesser of 1.5% per month or the maximum rate permitted by applicable law) and may result in suspension per Section 12.
- Fees are exclusive of applicable taxes, which are Customer's responsibility except for taxes based on RTC League's income.
- RTC League may adjust fees upon renewal with advance notice as specified in the Order Form; fees are otherwise fixed for the then-current term.

- Volume, usage, or pass-through charges (e.g., telephony/carrier costs) are billed as specified in the Order Form and are separate from the core subscription fee.

6. Service Availability and Support

Specific uptime commitments, support hours, severity definitions, response/resolution targets, and service credits are set out in the applicable Service Level Agreement (SLA), which is incorporated by reference where purchased or included in the Order Form. Absent a specific SLA, RTC League will use commercially reasonable efforts to maintain Service availability but makes no specific uptime guarantee.

7. Intellectual Property

7.1 Background IP

RTC League retains all right, title, and interest in and to its Background IP, including the TelEcho platform, underlying models, frameworks, tools, and methodologies. No provision of these Service Terms transfers ownership of Background IP to Customer.

7.2 Customer Content

As between the parties, Customer retains all right, title, and interest in its Content. Customer grants RTC League a license to use Content solely as necessary to provide the Services, including for configuration, support, and (subject to the AI / Responsible Use Policy and any applicable DPA) model performance monitoring, but not for training a shared/general-purpose model on Customer's Content without Customer's prior written consent.

7.3 Deliverables

Ownership of Deliverables created under a professional services engagement is specified in the applicable SOW; absent a specific SOW term, Deliverables that do not incorporate Background IP are owned by Customer upon full payment, while any embedded Background IP remains RTC League's property and is licensed to Customer for its intended use, consistent with the AI / Responsible Use Policy's treatment of AI-generated content.

7.4 Feedback

If Customer provides feedback or suggestions regarding the Services, RTC League may use such feedback without restriction or obligation to Customer, provided RTC League does not publicly attribute the feedback to Customer without consent.

8. Open Source and Third-Party Components

The Services may incorporate open-source or third-party software components, which remain subject to their respective license terms. RTC League will make reasonably available a list of material third-party/open-source components used in a given deployment upon Customer's written request, where not already covered by the Documentation.

9. Third-Party Services and Dependencies

The Services may rely on third-party AI model providers, STT/TTS providers, cloud infrastructure providers, telecommunications/SIP providers, and CRM or other integration partners ("Third-Party Services"). RTC League is not responsible for the availability, security, or performance of Third-Party Services except to the extent caused by RTC League's own integration, configuration, or selection of a Third-Party Service provider. Where Customer elects to use its own Third-Party Service, Customer is responsible for that provider's performance and any associated fees.

10. Data Processing

Where the Services involve processing of personal data, the parties' respective roles and obligations are governed by the applicable Data Processing Agreement (DPA), incorporated by reference where executed. See the companion Privacy & Data Protection Framework for the clauses that should be included in RTC League's DPA.

11. Warranties and Disclaimers

11.1 Limited Performance Warranty

RTC League warrants that the Services will materially conform to the Documentation when used as intended. Customer's exclusive remedy for breach of this warranty is correction of the non-conformity or, if RTC League cannot correct it within a reasonable time, termination of the affected Service and a pro-rated refund of prepaid, unused fees.

11.2 Disclaimer

EXCEPT AS EXPRESSLY STATED IN SECTION 11.1 OR THE APPLICABLE ORDER FORM, THE SERVICES ARE PROVIDED "AS IS." RTC LEAGUE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING AS TO AI OUTPUT ACCURACY (SEE THE AI / RESPONSIBLE USE POLICY), UNINTERRUPTED OPERATION, OR FITNESS FOR A PARTICULAR PURPOSE BEYOND WHAT IS EXPRESSLY AGREED IN THE ORDER FORM.

12. Suspension

RTC League may suspend Customer's access to the Services if: (a) Customer's account is more than [30] days past due; (b) RTC League reasonably believes Customer has violated the Acceptable Use Policy or AI / Responsible Use Policy in a manner posing legal, security, or operational risk; or (c) suspension is required to comply with applicable law or a legal process. RTC League will use reasonable efforts to provide notice before suspension except where immediate suspension is reasonably necessary.

13. Indemnification

13.1 By RTC League

RTC League will defend Customer against third-party claims alleging that the Services, as provided by RTC League and used in accordance with these Service Terms, infringe that third party's intellectual property rights, and will indemnify Customer for damages finally awarded, subject to Customer's prompt notice and reasonable cooperation. This obligation does not

apply to claims arising from Customer Content, Customer's modifications, or use not in accordance with the Documentation.

13.2 By Customer

Customer will defend and indemnify RTC League against third-party claims arising from Customer Content, Customer's use of the Services in violation of the Acceptable Use Policy or AI / Responsible Use Policy, or Customer's violation of applicable law, subject to RTC League's prompt notice and reasonable cooperation.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE; AND (b) EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE SERVICE TERMS SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICES IN THE 12 MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS DO NOT APPLY TO: (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13; (ii) BREACH OF CONFIDENTIALITY; (iii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iv) LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. [COUNSEL TO CONFIRM ENFORCEABILITY AND APPROPRIATE CAP STRUCTURE IN EACH RELEVANT JURISDICTION.]

15. Confidentiality

Each party will protect the other's confidential information, including these Service Terms' pricing and non-public terms, Customer Content, and RTC League's Background IP and technical information, using at least a reasonable standard of care, and will not disclose it except to personnel and permitted subcontractors with a need to know, or as required by law with prior notice where legally permitted.

16. Term, Termination, and Effect of Termination

16.1 Term

These Service Terms remain in effect for as long as an Order Form referencing them is in effect.

16.2 Termination for Convenience

Either party may decline to renew a subscription term per the notice period specified in the Order Form. Mid-term termination for convenience is available only if expressly permitted by the Order Form.

16.3 Termination for Cause

Either party may terminate for the other's uncured material breach (including non-payment) following written notice and a cure period of 30 days (10 days for non-payment), or immediately for the other party's insolvency.

16.4 Effect of Termination

- All outstanding fees become due immediately upon termination for Customer's breach.
- Customer's right to access the Services ends on the termination date, subject to any transition assistance specified in the Order Form.
- RTC League will make Customer Content available for export for a reasonable period (recommended: 30 days) following termination, after which it may be deleted per RTC League's data retention practices, subject to the DPA.
- Provisions that by their nature should survive (confidentiality, IP, limitation of liability, indemnification, payment obligations for amounts owed, dispute resolution) survive termination.

17. Audit Rights

Where required by an executed DPA or Security Addendum, RTC League will provide reasonable cooperation with Customer's audit or assessment of RTC League's compliance with its data protection and security commitments, subject to reasonable notice, frequency

limits, and confidentiality protections, and using an independent third-party audit report/certification in lieu of a direct audit where reasonably available.

18. General Provisions

- Notices, assignment, severability, waiver, entire agreement, amendments, and electronic acceptance (including via clickwrap or e-signature) follow the same terms as set out in the Website Terms, Section 15, unless the Order Form or a Governing Commercial Document states otherwise.
- These Service Terms are subject to the Order of Precedence set out in the Website Terms, Section 7.