

Version 2026-10. Effective October 15, 2026.

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MECHA AI LLC

STANDARD TERMS AND CONDITIONS OF SERVICE

Effective: October 15, 2026 (version 2026-10). Supersedes the Terms effective January 1, 2026 for each Agreement that adopts these Terms in a writing signed on or after that date.

These Standard Terms and Conditions (the “**Terms**”) govern the purchase and use by any purchaser (the “**Client**”) of voice AI automation, messaging, and related services (the “**Services**”) from Mecha AI LLC (“**Mecha AI**”). These Terms, each scope of work, statement of work, order, or proposal executed by the Client (each, an “**SOW**”), the Client’s Authorization and Consent Certification, any SMS Addendum the Client signs, the Mecha AI Data Processing Terms at www.gomecha.ai/terms/data-processing-10152026 (<http://www.gomecha.ai/terms/data-processing-10152026>) (the “**Data Processing Terms**”) where Section 17.1 applies them, and any written amendments are collectively the “**Agreement**.”

PLEASE READ SECTIONS 4 THROUGH 8 CAREFULLY. THE CLIENT, NOT MECHA AI, IS SOLELY RESPONSIBLE FOR OBTAINING CONSENT FROM AND LAWFULLY COMMUNICATING WITH EVERY PERSON THE SERVICES CONTACT. SECTION 21 CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER.

1. Definitions

“**Agent**” means an AI-powered voice or messaging agent configured by Mecha AI for the Client, including any agent that answers inbound calls, places outbound calls, sends or answers text messages, or transfers calls.

“Artificial Voice” has the meaning used in the TCPA and FCC rules and includes, without limitation, any AI-generated, synthetic, cloned, or computer-generated voice. **The Client acknowledges that every call placed by an Agent uses an Artificial Voice.**

“Authorized Contact” means a person the Client names as an Authorized Contact in its Certification or an SOW, or later designates by written notice.

“Call Records” means metadata (dates, times, numbers, duration, Campaign, Agent, disposition), transcripts, summaries and post-call analysis that the Services store; it excludes Recordings.

“Campaign” means any configuration of the Services that causes Agents to place Outbound Calls or send Outbound Messages to Contacts, including speed-to-lead, follow-up, reactivation, re-engagement, appointment-setting, reminder, review-request, collection, and callback workflows.

“Communications Laws” means all laws, regulations, rules, orders, and binding guidance, and all carrier and industry requirements, that govern telephone calls, text messages, telemarketing, call recording and monitoring, caller identification, artificial intelligence disclosures, or consumer privacy, including the Telephone Consumer Protection Act, 47 U.S.C. § 227, and its implementing rules (the **“TCPA”**) and the Telemarketing Sales Rule, 16 C.F.R. Part 310 (the **“TSR”**).

“Compliance Tools” means any feature Mecha AI makes available to help the Client manage compliance, including any scrubbing, calling-window, frequency, suppression, or opt-out feature.

“Consent” means the consent required under Communications Laws for the specific communication at issue, including Prior Express Consent and Prior Express Written Consent, as applicable.

“Contact” means any person or telephone number that the Services call, text, or otherwise communicate with.

“Contact Data” means all names, telephone numbers, and other information about Contacts that the Client provides to Mecha AI or makes available to the Services, whether directly, by upload, by list, through a Client CRM or other system (including smart lists, saved searches, tags, pipelines, stages, or webhooks), or through a Lead Source.

“Inbound Call” means a call placed by a Contact to a telephone number that routes to an Agent.

“Lead Source” means any person or platform other than the Client from which Contact Data originates, including lead generators, lead aggregators, referral networks, listing portals, advertising platforms, data vendors, brokerages, franchisors, and affiliates.

“Message Records” means the content, date, time, numbers, delivery status and related data of texts sent or received through the Services.

“Messaging Program” means the messaging program the Client approves in Part B of the SMS Addendum.

“Messaging Registration Materials” means all brand, campaign, use-case, opt-in, opt-out, help, sample-message, URL, screenshot, disclosure and consent information submitted to register or maintain the Client’s messaging.

“Outbound Call” means any call placed by an Agent, including a return call or callback to a Contact who previously called or submitted an inquiry to the Client. **An Outbound Call made in response to a consumer’s web-form submission or inquiry is an Outbound Call placed with an Artificial Voice and requires Consent.**

“Outbound Message” means any SMS, MMS, or other text message sent by or through the Services.

“Prior Express Consent” means prior express consent as used in 47 U.S.C. § 227(b) and applicable state law.

“Prior Express Written Consent” has the meaning set forth in 47 C.F.R. § 64.1200(f).

“Provider” means any third party whose network, platform, registry or service Mecha AI uses to provide the Services, including carriers, messaging and voice platforms, AI voice and model providers, aggregators, The Campaign Registry, vetting services and industry traceback groups.

“Provider Charges” means all fees, surcharges, fines, penalties, non-compliance fees, assessments and similar charges a Provider imposes.

“Provider Terms” means each Provider’s terms, acceptable use and messaging policies and codes of conduct, and the CTIA Messaging Principles and Best Practices, as in effect from time to time.

“Recordings” means audio recordings of calls made or received through the Services, wherever hosted.

“SMS Addendum” means the SMS Addendum the Client signs, including its Parts A to C, as updated under its terms.

“Suppression List” means the Client’s internal do-not-call list and every list of numbers that may not be contacted, including revocations and opt-outs.

“Telemarketing” means any communication that is telemarketing, a telephone solicitation, or an advertisement under Communications Laws, including any communication that encourages the purchase or rental of, or investment in, property, goods, or services.

Words in the singular include the plural. References to Exhibit B mean the Amendment for Existing Clients that Mecha AI provides.

2. Agreement; Order of Precedence

2.1 Offer and Acceptance. All purchases of Services are governed by these Terms. Except as provided in Section 23.3, any modification of these Terms must be in writing and signed by both parties. Mecha AI objects to, and rejects, any additional or different terms in any Client purchase order, acknowledgment, or other communication. Any proposal expires thirty (30) days after its date unless the Client executes it within that period. No order may be canceled, modified, or altered by the Client without Mecha AI's written consent, which may be withheld in its sole discretion.

2.2 Electronic Acceptance. The Client may accept these Terms by electronic signature, by checking a box that references these Terms, or by using the Services. Electronic acceptance is binding to the same extent as a handwritten signature. Acceptance by using the Services applies only to an Agreement first formed on or after October 15, 2026; a Client bound by an earlier version of these Terms remains bound by it until the Client adopts these Terms in a signed writing.

2.3 Order of Precedence. If these Terms conflict with an SOW, the SOW controls only as to commercial terms for the specific Services it covers (such as scope, fees, term length, and deliverables). **No SOW, proposal, email, or other document modifies Sections 4 through 8, 13, 14, 15, 17, or 21 unless it expressly identifies the section being modified and is signed by an officer of Mecha AI.**

3. The Services

3.1 Description. The Services are those described in the applicable SOW. If the Client wants Outbound Messages sent through the Services, it must first sign an SMS Addendum.

3.2 Providers and Provider Terms. The Services rely on Providers. The Client shall comply, and shall cause its personnel, its Lead Sources (as to Contact Data provided to the Services) and any system it connects to the Services to comply, with the Provider Terms that apply to the Services it uses. A communication made by or for the Client that violates Provider Terms is a breach of the Agreement by the Client, unless it was caused solely by Mecha AI's failure to follow the approved Messaging Program or the Client's written instructions. Mecha AI is not responsible for the acts, omissions, outages or policy changes of Providers, including any refusal, rejection, suspension or blocking of a registration, number or message.

3.3 Not an Emergency Service. The Services are not an emergency service and are not a substitute for 911 or for any emergency, safety, or life-critical communication. Agents may be unable to recognize, respond to, or route emergencies. The Client is solely responsible for providing callers with appropriate emergency instructions and for any emergency escalation procedures.

3.4 AI Limitations. Agents are generated by artificial intelligence and may misunderstand callers, produce inaccurate statements, fail to transfer or record a call, or behave unexpectedly. The Client is responsible for reviewing and approving Agent scripts, knowledge, and permitted topics, and for monitoring Agent output. Agents do not give legal, financial, medical, real-estate, or other professional advice. The Client must not configure Agents to make commitments on its behalf that the Client is not prepared to honor.

3.5 Telephone Numbers. Telephone numbers provisioned by Mecha AI are assigned by third-party carriers and are not owned by the Client. Mecha AI does not guarantee call answer rates, caller-ID display, branded-calling display, or that carriers or call-analytics providers will not label numbers as “spam,” “scam,” or “likely spam.” The Client, for itself and for each affiliate or franchisee for which it requests Services, appoints Mecha AI and each Provider, with full power of substitution, as its attorney-in-fact, in its name and for its benefit, to sign, execute, certify, acknowledge, file, and record all agreements, certificates, registrations, letters of authorization (including for porting telephone numbers), and other documents with or for any third party that are required to provide the Services. If the Client provides the Services to its own customers, it shall obtain an identical appointment from each of them. The Client represents that this appointment is enforceable according to its terms, except as applicable law limits it.

4. Roles of the Parties; Client Control of Communications

4.1 The Client Is the Caller and the Seller. The Client is the sole party that initiates, and on whose behalf, every Outbound Call and Outbound Message is made or sent. The Client is the “seller,” “caller,” and “sender,” as applicable, under Communications Laws and, to the extent the law permits the parties to so agree, the “telemarketer.” In providing the Services to the Client, Mecha AI provides technology that carries out the Client’s instructions and does not initiate, make, or send any Outbound Call or Outbound Message on its own behalf.

4.2 Client Decides Whether, When, and to Whom. The Client alone decides:

- (a) whether any Campaign runs;
- (b) which Contacts are called or messaged, including by selecting, uploading, tagging, or maintaining the lists, smart lists, saved searches, stages, or filters from which Contacts are drawn;
- (c) when Contacts are called or messaged, including calling windows, cadence, and number of attempts, subject to any stricter limits Mecha AI's Compliance Tools enforce; and
- (d) the content of Agent communications, including the business identification, disclosures, offers, and permitted topics.

The Client is responsible for reviewing and approving anything Mecha AI recommends, drafts, or configures for it, and the Client's activation or continued use of it is its approval. **The Client's approval of a Campaign (including by signing a Certification, approving a script, or instructing Mecha AI to activate a Campaign) is the Client's decision to initiate those communications.**

4.3 No Legal Advice. Mecha AI is not a law firm and does not provide legal advice. Any template, default setting, recommendation, checklist, or Compliance Tool that Mecha AI provides is offered for convenience only and does not relieve the Client of its obligations under the Agreement or Communications Laws. The Client should consult its own counsel.

5. Client Compliance Obligations

5.1 General. The Client shall comply with all Communications Laws and all other applicable laws in connection with its use of the Services, including laws specific to the Client's industry, professional licensing rules, and the policies of any brokerage, franchisor, or other organization with which the Client is affiliated.

5.2 Consent for Outbound Calls. Before any Outbound Call is placed to a Contact, the Client shall have obtained, and shall maintain, valid Consent for that call. Without limiting the foregoing:

- (a) **Telemarketing calls** require Prior Express Written Consent that (i) clearly authorizes the Client, identified by name or in a manner that clearly and unmistakably identifies the Client, to deliver or cause to be delivered Telemarketing calls to the Contact (a reference only to unnamed partners or affiliates, or to a list reachable by hyperlink, does not satisfy this clause); and (ii) clearly and conspicuously discloses that, by signing, the Contact authorizes those calls, and any voicemail messages left, to use an artificial or prerecorded voice and automated technology to select and dial telephone numbers.
- (b) Consent is limited to its scope. Consent given for one purpose, product, business, or brand does not extend to another.

(c) The Client shall not direct Outbound Calls to any number the Client knows or has reason to know has been reassigned, disconnected, or revoked, or to any Contact whose Consent the Client cannot document.

5.3 Lead Sources and Third-Party Data. The Client is solely responsible for the lawfulness of all Contact Data, **regardless of any representation, warranty, certification, or indemnity made to the Client by any Lead Source.** The Client shall (a) confirm, before providing Contact Data from any Lead Source, that the Lead Source's consent language satisfies Section 5.2 for the Client and for Artificial Voice calls; (b) obtain and retain the Lead Source's consent language, capture page, and consent records; and (c) not provide Contact Data obtained from purchased lists, data brokers, scraping, reverse lookup, skip tracing, or appending services for any Telemarketing Campaign unless each number is supported by Consent that satisfies Section 5.2. Mecha AI has no duty to investigate or verify any Lead Source or any Consent.

5.4 Aged Contacts. Before providing Contact Data for any reactivation, re-engagement, or other Campaign directed at Contacts whose last Consent or inquiry is more than ninety (90) days old, the Client shall confirm that Consent remains valid and unrevoked and that the number has not been reassigned.

5.5 Do-Not-Call. The Client shall (a) comply with every do-not-call law that applies to its communications, including by scrubbing Contact Data against the National Do Not Call Registry and each applicable state do-not-call list as those laws require and by maintaining a written do-not-call policy and an internal Suppression List; and (b) provide its Suppression List to Mecha AI before any Campaign begins and keep it current. Any scrub Mecha AI performs through Compliance Tools supplements, and does not replace, the Client's obligations under this Section.

5.6 Revocation and Opt-Out. Section 13.2(b) governs what the Services do after an Opt-Out Entry is made. The Client shall:

(a) honor every revocation and do-not-call request, however received, promptly and in any event within the shorter of the period required by applicable law or ten (10) business days, and treat a revocation made in response to any Telemarketing call or text message as applying to all future Telemarketing calls and text messages made by or for the Client;

(b) apply each revocation across all of its own systems and all vendors that call or message on its behalf, including each Opt-Out Entry, which the Client can view in any account it holds in the Services or obtain from Mecha AI on request;

(c) keep a record of each do-not-call request and honor it for at least five (5) years or any longer period required by law; and

(d) notify Mecha AI of revocations the Client receives through other channels.

(e) Scope of Suppression. Mecha AI may apply any opt-out, revocation, or do-not-call request that the Services receive or detect, in any channel, to every channel and every Campaign the Services run for the Client, and has no liability for doing so. Mecha AI is not required to lift any suppression. It may lift one:

for text messages, when the Contact sends START or another re-subscribe keyword to the same number; or

for a channel, when the Client certifies in writing that the Contact gave new Consent for that channel directly to the Client after the opt-out, and the Client keeps the evidence under Section 5.13.

5.7 Calling Windows and Frequency. The Client shall ensure that Campaigns comply with all federal and state calling-time, day-of-week, holiday, emergency-declaration, and call-frequency restrictions, determined by the Contact's location or, where a law so provides, by the area code called. Each dial attempt, including an immediate redial of an unanswered call, counts as a separate call. Mecha AI may enforce calling windows and frequency limits stricter than the Client requests, including by applying the strictest applicable rule to all Contacts.

5.8 Identification and Disclosures. The Client shall ensure, and hereby approves, that each Outbound Call makes every identification, disclosure, and opt-out offer, and meets every timing requirement, that Communications Laws require. The Client selects, and is solely responsible for, whether Agents state at the start of a call that they are AI or confirm it when asked, and shall ensure its selection complies with Communications Laws. The Client makes this selection in its launch instruction for each Campaign; if it makes none, the Agent configuration in use at launch is its selection. The Client shall not request that any Agent deny being AI or state or imply that it is a human, and Mecha AI may disregard any such request. Mecha AI may add or modify disclosures when it believes, in its discretion, that Communications Laws or Provider Terms require them.

5.9 Caller ID. The Client shall not request or permit display of caller-ID information that is false, misleading, or that the Client is not authorized to use. The Client authorizes Mecha AI to register the Client's name and numbers with carriers, caller-ID name databases, branded-calling services, and call-analytics providers, and represents that all information it provides for those purposes is accurate.

5.10 Call Recording and Transcription. The Services record and transcribe calls. The Client is responsible for every notice and consent that applicable law requires. Mecha AI may include a recording statement in any Agent's greeting and is not required to remove or shorten it at the Client's request.

5.11 Registrations and Licenses. The Client shall obtain and maintain all telemarketer or telephone-solicitor registrations, bonds, and licenses required in each jurisdiction where Contacts are located, and all professional licenses required to offer its goods or services.

5.12 Privacy Policy and Notices. The Client shall maintain a privacy policy and all notices required by law that accurately describe the Client's collection and use of personal information, including its use of AI voice Agents, call recording, text messaging, and third-party service providers such as Mecha AI.

5.13 Consent Records. For each Contact, the Client shall maintain records sufficient to prove Consent, including: the consent language shown; the web page, form, or source where consent was captured; the date, time, and IP address or other capture evidence; any third-party verification certificate; the Lead Source; and the number consented to. The Client shall keep these records for at least five (5) years after the last communication with the Contact, and shall deliver them to Mecha AI within five (5) business days after Mecha AI requests them. Failure to deliver them is a material breach. If the request arises from a Provider, carrier, registry, or regulator, the Client shall deliver the records within two (2) business days, or sooner if the inquirer's deadline requires.

5.14 Reassigned Numbers. Before placing any call in a Campaign to a Contact whose Consent was obtained more than forty-five (45) days earlier, the Client shall query the FCC Reassigned Numbers Database, using the most recent data available and the date on which Consent was obtained, and shall not call any number that the Database reports as permanently disconnected since that date. Commercial data sources may supplement, but do not replace, this query. Mecha AI may, but is not required to, run the query for the Client at the Client's expense; any query Mecha AI runs supplements, and does not replace, the Client's duty under this Section.

5.15 Prohibited Uses. The Client shall not use the Services to: (a) contact any number without the Consent required by Section 5; (b) call emergency lines, hospital or healthcare-facility lines, or other lines protected by Communications Laws; (c) conduct debt collection, political, charitable, survey, or healthcare communications, or communications with persons outside the United

States, unless an SOW that meets Section 2.3 expressly authorizes it; (d) transmit misleading caller-ID information; (e) make false, deceptive, or misleading statements, or impersonate any person; (f) collect payment-card data, protected health information, Social Security numbers, or other sensitive personal information unless Mecha AI agrees in a writing signed by an officer that refers to this Section 5.15(f); (g) harass, threaten, or abuse any person; or (h) engage in any unlawful purpose, including sending unsolicited text messages or making calls in violation of do-not-call regulations.

6. Authorization and Consent Certification

6.1 Certification. Before Mecha AI first activates any Campaign for the Client, the Client shall sign an Authorization and Consent Certification in the form Mecha AI provides (the “**Certification**”). The Certification covers every Campaign, every channel (calls and text messages), and every Lead Source and opt-in flow listed in it. It is incorporated into the Agreement and is repeated by the Client each time Contact Data is provided to, or made available to, the Services. The Client shall update the Certification, as its terms require, before routing Contact Data from an unlisted Lead Source or opt-in flow, adding a channel or message type, or calling or texting under a new brand. No separate certification is required for each Campaign. Mecha AI may pause any Campaign that a Certification does not cover.

6.2 Reliance. The Client acknowledges that Mecha AI relies on each Certification and on the representations in Sections 5 and 18 in providing the Services. A false or inaccurate Certification is a material breach.

7. Compliance Tools

7.1 Tools Are Supplemental. Except as Section 13.2 provides, Compliance Tools are provided as an aid only. They depend on third-party data that may be incomplete, outdated, or inaccurate, and they do not guarantee compliance with Communications Laws. Except as Sections 13.2 and 13.3 provide, the Client’s use of Compliance Tools does not transfer any of the Client’s obligations under Sections 4 through 6 to Mecha AI.

7.2 Compliance Tools Are Optional for Mecha AI. Except as Section 13.2 requires, Mecha AI is not required to provide, enable, or run any Compliance Tool unless an SOW that meets Section 2.3 expressly says so. Mecha AI may require that certain Compliance Tools remain enabled for

any Campaign, and the Client may not disable one except by a written instruction signed by the Client and accepted by Mecha AI. No instruction under this Section relieves Mecha AI of Section 13.2(a) or (b).

7.3 Suppression Is Final. Mecha AI may, in its discretion, suppress any Contact that a Compliance Tool flags, that has opted out, that is identified as a known TCPA litigant, or that Mecha AI believes presents compliance risk. Mecha AI has no liability for any suppression.

7.4 Costs. Third-party costs of Compliance Tools (such as scrubbing, reassigned-number queries, verification, carrier registration, and number provisioning) are passed through to the Client as set forth in the SOW or as invoiced.

8. Mecha AI Compliance Rights

8.1 Suspension. Mecha AI may immediately suspend or modify any Campaign, Agent, number, or the Services, in whole or in part, without liability and without refund or credit, if Mecha AI believes in good faith that: (a) the Client has breached Sections 4 through 6 or 18; (b) any Consent is missing, inadequate, or undocumented; (c) complaint, opt-out, or abandonment rates are abnormal; (d) a carrier, registry, regulator, or provider has flagged, blocked, or inquired about the Client's traffic; (e) the Client has received a demand, complaint, or claim relating to its communications; or (f) continuing would expose Mecha AI to legal or regulatory risk.

8.2 Audit. On five (5) business days' notice, the Client shall provide information reasonably requested by Mecha AI to verify compliance with Sections 4 through 6, including consent records, Lead Source agreements, Suppression Lists, and do-not-call policies.

8.3 Notice of Complaints and Claims. The Client shall notify Mecha AI within two (2) business days after receiving any of the following relating to communications made through the Services, and shall cooperate with Mecha AI, preserve relevant records, and coordinate its response with Mecha AI:

- any consumer complaint alleging unwanted calls or messages (other than one made to an Agent or otherwise received through the Services);
- any attorney demand letter;
- any lawsuit or arbitration; or
- any regulatory inquiry.

8.4 Record Retention. Notwithstanding Section 11.2, Mecha AI may retain Call Records, Message Records, opt-out and do-not-call records, Certifications, and other compliance records, during and after the Term, for as long as Mecha AI considers necessary to comply with law or to establish, exercise, or defend legal claims. Except as Section 11.2 provides, Mecha AI is not required to retain any record for any period. Recordings are created and hosted by Mecha AI or its service providers. Mecha AI is not required to store any Recording and makes no commitment about the availability or retention of Recordings.

8.5 Recordkeeping Allocation. To the extent Mecha AI is a telemarketer under the TSR for any communication, the parties agree under 16 C.F.R. § 310.5(e) that the Client is responsible for keeping all records that 16 C.F.R. § 310.5(a) requires for communications made through the Services. On the Client's written request during the Term, Mecha AI will provide the Call Records, Agent prompts and greetings used for each Telemarketing Campaign, and caller-ID number records it then holds for those communications, which the Client may keep solely for recordkeeping and legal defense, notwithstanding Sections 11.3 and 12. This allocation does not limit Section 5.14.

8.6 Provider Inquiries and Traceback. The Client authorizes Mecha AI to disclose to Providers, carriers, The Campaign Registry, industry traceback groups, and regulators, on their request or when Mecha AI reasonably believes it necessary to keep the Services in good standing, the Client's identity and contact information, Messaging Registration Materials, consent records, Message Records, and call records. The Client shall respond to any traceback or Provider inquiry that Mecha AI forwards within one (1) business day, or sooner if the inquirer requires.

9. Fees and Payment

9.1 Fees are set forth in the applicable SOW and otherwise are based on Mecha AI's then-current fees. Mecha AI may increase fees by up to five percent (5%) no more than once in any twelve (12) months.

9.2 If the Client purchases Services with a minimum period, all amounts for that period are due if the Agreement is terminated sooner, subject to Section 10.

9.3 Mecha AI generally invoices monthly and may invoice pass-through costs and Non-Compliance Charges when incurred. All payments are in U.S. Dollars. Unless the SOW states otherwise, monthly fees are due on or before the first day of each month, and all other fees and

pass-through costs are due within fifteen (15) days after the invoice date. Payment may be made by check, wire, ACH, or credit card with authorization satisfactory to Mecha AI.

9.4 Past-due amounts accrue a late charge at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law, plus reasonable collection costs, including attorneys' fees and court costs.

9.5 Mecha AI may suspend or cancel Services, or require further assurance of payment, if the Client fails to pay when due. Fees are not refundable, and no credit is owed, for any suspension under Section 8, except as expressly provided in an SOW.

9.6 Messaging Charges. Unless the SOW includes them in a fixed fee, the Client shall pay, as invoiced, all registration, vetting, re-vetting, campaign, and number fees, and all per-message carrier and aggregator surcharges, that Providers or The Campaign Registry charge for the Client's brand, campaigns, numbers, and messages. These amounts change when Providers change them, without amendment of the Agreement.

9.7 Non-Compliance Charges. The Client shall reimburse Mecha AI, within fifteen (15) days after invoice, for any fine, penalty, non-compliance fee, or similar Provider Charge assessed against Mecha AI or a Provider that is attributable to traffic sent for the Client, to Messaging Registration Materials or number-ownership information the Client provided or approved, or to the Client's breach, together with Mecha AI's reasonable costs of responding, except to the extent Section 13.3 applies or the charge results from Mecha AI's own failure to send messages within the approved Messaging Program. A Non-Compliance Charge is payable once Mecha AI provides the Provider's notice or invoice. Non-Compliance Charges are due even if the Client disputes the underlying violation; Mecha AI will credit any amount the Provider later reverses. They are not fees for Services, are not limited by Section 14, may be set off against amounts Mecha AI holds, and their non-payment permits suspension under Section 8.1.

10. Term and Termination

10.1 Term. The Agreement begins on the effective date stated in the SOW (or, if none, the date the SOW is signed) and continues for the period stated in the SOW. Unless the SOW states otherwise, it renews automatically for successive terms of equal length unless either party gives thirty (30) days' prior written notice of non-renewal (the "Term").

10.2 Continued Use After Expiration. If the Term expires or is not renewed, including the expiration of any trial, pilot, proof-of-concept, or fixed-length engagement, and the Client continues to use any Services (including allowing any Agent to answer calls or any Campaign to place calls), **these Terms continue to govern that use** on a month-to-month basis at the fees in the most recent SOW (or Mecha AI's then-current fees if the SOW fees were promotional or \$0), until either party gives written notice of termination. Mecha AI may pause Outbound Campaigns when the Term expires unless the Client confirms in writing, including by an email from an Authorized Contact, that they should continue.

10.3 Termination for Breach. Either party may terminate the Agreement for the other party's material breach on fourteen (14) days' written notice describing the breach in detail, if the breach is not cured within that period. Mecha AI may terminate immediately on written notice for any breach of Sections 4 through 6 or 18.

10.4 Insolvency. Either party may terminate immediately on written notice if the other party (a) becomes subject to bankruptcy proceedings (which, if involuntary, remain undismissed for ninety (90) days); (b) consents to the appointment of a receiver for all or substantially all of its property; (c) makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they come due; or (d) is adjudged bankrupt or insolvent.

10.5 Early Termination by Client. If the Client terminates before the end of the then-current Term for any reason other than Mecha AI's uncured material breach, the Client shall pay (a) all fees for Services rendered through termination and (b) fifty percent (50%) of the fees that would have been due for the remainder of the then-current Term (the "**Early Termination Fee**"). The Early Termination Fee is a reasonable estimate of Mecha AI's damages and not a penalty. Termination by Mecha AI under Section 10.3 for the Client's breach is treated as early termination by the Client.

10.6 Effect. Upon termination for any reason, the Client shall pay all amounts due through the termination date, and Mecha AI may stop all Campaigns and Agents. Sections 5, 13.2(a), 13.2(b), 13.3, 15, and 18 apply to any communication made through the Services for the Client until they stop.

11. Intellectual Property and Data

11.1 Client Materials. The Client owns all pre-existing content, trademarks, trade names, and materials it provides to Mecha AI (“**Client Materials**”), and grants Mecha AI during the Term a fully paid-up, non-exclusive, non-transferable, non-sublicensable license to use them solely to provide the Services.

11.2 Client Data. The Client owns all Call Records, Message Records, Recordings, and Contact Data generated through or provided to the Services (“**Client Data**”). If the Client asks in writing within thirty (30) days after termination, Mecha AI will provide a copy of the Call Records, Message Records, and Contact Data that the Services then hold, in a commercially reasonable format. Mecha AI is not required to provide copies of Recordings. Subject to Section 8.4, Mecha AI may delete Client Data after that thirty-day period.

11.3 Mecha AI Technology. Mecha AI retains all right, title, and interest in (a) the Mecha AI platform, voice AI technology, software, algorithms, and AI models, and all improvements to them; (b) all Agent configurations, prompt designs, conversation flows, scripts, templates, and related intellectual property developed by Mecha AI, whether for a specific Client or otherwise; (c) all processes, methods, know-how, and methodologies used to perform the Services; (d) aggregated or de-identified usage, performance, and statistical data derived from the Services that contains no call audio, Recording, transcript, or message content and cannot reasonably be linked to the Client, any Contact, or any individual; and (e) all related intellectual property rights. Mecha AI may use and reuse any configurations, prompt designs, conversation flows, techniques, and approaches developed in connection with the Services, including for other clients, provided that such reuse does not include the Client’s Confidential Information or Client Data.

11.4 License to Client. During the Term, Mecha AI grants the Client a non-exclusive, non-transferable, non-sublicensable license to access and use the Services as described in the SOW. This license conveys no ownership interest.

11.5 Marks. Mecha AI’s name, logos, and service names and marks may not be used or modified without Mecha AI’s prior written consent.

12. Confidentiality

12.1 During the Term and for two (2) years afterward, the receiving party shall keep confidential, and shall not disclose or use for the benefit of itself or any third party, the disclosing party's Confidential Information, except that it may disclose Confidential Information to its employees and subcontractors as necessary to exercise its rights under the Agreement, and Mecha AI may disclose, and permit the use of, the Client's Confidential Information as Sections 8.6 and 17.3 permit.

12.2 "Confidential Information" means any trade secret or information, in any form, that is confidential or proprietary to the disclosing party, including software, inventions, customer lists, financial information, business methods and processes, and pricing, that is not generally known to others in similar businesses. It excludes information that (a) was publicly or generally known in the trade at the time of disclosure; (b) becomes publicly or generally known without breach of the Agreement; (c) was known to the receiving party without a duty of confidentiality, or is independently developed by personnel without access to it; (d) must be disclosed by law; or (e) is obtained from a third party with no confidentiality obligation.

12.3 If the receiving party is required by court order or governmental action to disclose Confidential Information, it may do so unless the disclosing party, at its own expense, obtains a stay.

12.4 Nothing in this Section 12 restricts either party from disclosing information to its legal counsel, insurers, or a court or regulator in connection with any claim, investigation, or proceeding relating to communications made through the Services.

13. Warranties and Disclaimers

13.1 **Limited Warranty.** Mecha AI warrants that the Services will be performed in a professional and workmanlike manner.

13.2 **Mecha AI Commitments.** Mecha AI will:

(a) ensure that the Services do not place an Outbound Call or send an Outbound Message for the Client to a Contact before 8:00 a.m. or after 9:00 p.m., Contact Local Time, except (i) a response to a call or text message that the Contact initiated to a number the Services answer, made during

it or within one (1) hour after it, (ii) a call or message at a time the Contact requested, and (iii) an opt-out confirmation;

(b) ensure that, while a telephone number has an Opt-Out Entry, the Services do not place an Outbound Call or send an Outbound Message to it for the Client, except (i) one confirmation message the law permits, (ii) a response to a HELP or START keyword, (iii) a response, during it or within one (1) hour after it, to a call or text message that the Contact initiates after the entry is made, and a call or message at a time the Contact requests in it, and (iv) to the extent the entry is lifted under Section 5.6(e);

(c) maintain the safeguards in Section 17.2 and give the notice in Section 17.5; and

(d) comply with laws that apply to Mecha AI in its own capacity as a technology and service provider, including data-security and privacy laws that apply to it as the Client's service provider or processor.

"Contact Local Time" applies only to this Section 13.2. It means the local time, at the moment the Services submit the call or message to a Provider, in the time zone of the U.S. state (by name or postal abbreviation) in the Contact Data. If the Contact Data has no valid state, it means the time zone set for the Campaign. If none is set, it means the time zone of the Client's address in the SOW. For a state that spans more than one time zone, the time zone the Services assign to that state applies. Mecha AI does not breach clause (a) because the Contact Data is wrong or incomplete or the Contact is located elsewhere. Contact Local Time does not change how Section 5.7 measures the Client's duties.

"Opt-Out Entry" means an entry for a telephone number on a suppression list that the Services maintain for the Client. A transcript, summary, Recording, disposition, or post-call analysis field is not an Opt-Out Entry.

A web form, lead, or other inquiry is not a call or text message that the Contact initiated. Clauses (a) and (b) do not apply to calls, call transfers, or messages to the Client, its personnel, or a number the Client designates for transfers or notifications. Clauses (a) and (b) apply regardless of any calling window, cadence, setting, or instruction that the Client gives or approves, including under Sections 4.2 and 7.2 and the SMS Addendum. A Provider's delay in placing or delivering a call or message that the Services submitted within those hours is not a breach of clause (a).

Clause (a) is an outer limit on the Services. It is not a statement that any call or message within those hours is lawful, and the Client sets each Campaign's windows within it under Sections 4.2(c)

and 5.7. Clauses (a) and (b) apply to communications made for the Client on or after the date on which the first writing by which the Client adopts this version of these Terms (such as an SOW, an amendment in the form of Exhibit B, or another acceptance the Client signs) has been signed by every party that signs it (the “Commitment Date”). Acceptance by use under Section 2.2 is not such a writing. An SOW that meets Section 2.3 may set a later start for clause (b).

Clause (d) does not extend to whether, when, how often, to whom, or with what content, disclosures, caller identification, Consent, or recording any call or message is made through the Services for the Client. As between the parties, clauses (a) and (b) are Mecha AI’s only obligations about those matters. Except as Section 13.3 provides, this Section 13.2 shifts none of the Client’s duties under Sections 4 through 6.

13.3 Effect of a Mecha AI Breach.

(a) To the extent Losses result from Mecha AI’s breach of Section 13.2(a) or (b):

- (i) Sections 15.1 and 15.4 do not apply to them;
- (ii) the Client is not liable to Mecha AI for them under any other provision, and no Non-Compliance Charge under Section 9.7 is payable to that extent; and
- (iii) the communication involved is not, to that extent, a breach by the Client of Sections 4 through 6 or 18, a ground for suspension under Section 8.1(a) or termination under Section 10.3, or a basis for an Early Termination Fee.

Losses do not result from a breach of Section 13.2(a) or (b) to the extent the same Losses would have arisen had the communication complied with those clauses (for example, a claim that a call or message lacked Consent).

(b) Whether Mecha AI breached Section 13.2(a) or (b), and whether an exception applied, is determined from the call, message, time-zone, and suppression records of the Services and the call and message logs of Mecha AI’s Providers (the “Service Records”). The Service Records are presumed accurate absent manifest error. If the Service Records for a communication are not available, either party may prove the facts by other reasonable evidence. On the Client’s written request in connection with a claim, Mecha AI will make available the Service Records it then holds that are relevant to this Section 13.3. This Section 13.3 applies without any judgment or award.

(c) Section 14 does not limit clause (a) of this Section 13.3. Mecha AI’s liability to the Client for any breach of Section 13.2 is subject to Section 14.

13.4 Exclusions. The warranty in Section 13.1 does not apply to issues arising from (a) the Client's systems, hardware, software, or data; (b) third-party services, carriers, or data; (c) the Client's failure to comply with the Agreement; (d) telecommunications outages, delays, or failures outside Mecha AI's reasonable control; or (e) the inherent limitations of AI described in Section 3.4.

13.5 No Outcome Guarantee. Mecha AI does not guarantee any call volume, answer rate, contact rate, transfer rate, conversion rate, booking rate, or other business outcome.

13.6 Exclusive Remedy. Mecha AI's sole responsibility for breach of Section 13.1 is, at its option, to re-perform the deficient Services or to refund amounts paid for them.

13.7 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 13, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MECHA AI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES OR COMPLIANCE TOOLS WILL ENSURE COMPLIANCE WITH ANY LAW. MECHA AI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT AI OUTPUT WILL BE ACCURATE.

14. Limitation of Liability

14.1 EXCLUSION OF DAMAGES. MECHA AI SHALL NOT BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITIES, OR DATA, OR THE COST OF SUBSTITUTE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STATUTE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 CAP. MECHA AI'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO MECHA AI UNDER THE AGREEMENT DURING THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

14.3 CLIENT OBLIGATIONS NOT LIMITED. EXCEPT AS SECTION 13.3 PROVIDES, NOTHING IN THIS SECTION 14 OR ELSEWHERE IN THE AGREEMENT LIMITS (A) THE CLIENT'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 15; (B) THE CLIENT'S LIABILITY FOR BREACH OF SECTIONS 4 THROUGH 6 OR 18; OR (C) THE CLIENT'S PAYMENT OBLIGATIONS.

14.4 Timelines. All delivery dates and timelines are approximate. Mecha AI is not liable for delays in delivery of the Services.

15. Indemnification

15.1 Client Indemnification. The Client shall defend, indemnify, and hold harmless Mecha AI, its affiliates, and their respective members, managers, officers, employees, contractors, agents, and third-party providers (the “**Mecha Parties**”) from and against all claims, demands, suits, arbitrations, class and collective actions, regulatory investigations and enforcement actions, and all resulting losses, damages (including statutory, treble, and punitive damages), fines, penalties, settlements, judgments, and costs and expenses (including reasonable attorneys’ and experts’ fees and costs of investigation and of responding to subpoenas, traceback requests, and Provider, carrier, or registry inquiries), and all Provider Charges and Provider indemnity demands (“**Losses**”) arising out of or relating to:

- (a) any Outbound Call or Outbound Message, or any Inbound Call recording or transcription, made through the Services for or at the direction of the Client;
- (b) any alleged violation of Communications Laws in connection with the Client’s use of the Services, **including any claim under the TCPA, the TSR, any state telemarketing or mini-TCPA law, any do-not-call law, or any call-recording or AI-disclosure law;**
- (c) any alleged lack, insufficiency, revocation, or inadequate documentation of Consent, including Consent obtained by or through any Lead Source;
- (d) any Contact Data, Client Materials, or instructions provided by or for the Client;
- (e) the Client’s breach of any warranty, representation, covenant, or Certification in the Agreement;
- (f) the Client’s negligence or willful misconduct;
- (g) the Client’s violation of any other applicable law;
- (h) any claim that Client Materials infringe or misappropriate the intellectual property or other rights of a third party;
- (i) any Provider Charge, Provider claim, or Provider indemnity demand arising out of traffic sent or received for the Client, out of Messaging Registration Materials or number-ownership information that the Client provided or approved, or out of any violation of Provider Terms by or for the Client; and
- (j) the acts or omissions of any other system, vendor, or person that calls or texts Contacts for the Client, including any CRM-native or third-party texting tool.

Subject only to Section 13.3 and the next sentence, the Client's obligations under this Section 15.1 apply whether the claim alleges, or it is determined, that a Mecha Party made or initiated a communication or is directly, vicariously, jointly, or otherwise liable for it, and they expressly include Losses caused or alleged to be caused, in whole or in part, by the negligence, strict liability, or statutory liability of any Mecha Party. The parties intend this sentence to be a clear and unequivocal agreement that the Client indemnifies the Mecha Parties against their own negligence. The Client's obligations do not apply to the extent a final, non-appealable judgment or arbitral award determines that the Losses were caused by a Mecha Party's gross negligence, fraud, or willful misconduct, including willfully disregarding a written instruction from the Client not to make a communication. A finding that a violation of Communications Laws was willful or knowing is not, without more, willful misconduct for this purpose. Section 13.3 applies without any judgment or award.

15.2 [Reserved].

15.3 Procedure. The indemnified party shall give the indemnifying party prompt written notice of a claim (though delay relieves the indemnifying party only to the extent it is materially prejudiced). The indemnifying party shall assume the defense with counsel reasonably acceptable to the indemnified party. **Mecha AI may, at its election, control its own defense of any claim under Section 15.1 with counsel of its choosing at the Client's expense,** and the Client shall reimburse Mecha AI's defense costs monthly as incurred. The indemnifying party shall not settle any claim in a manner that admits fault of, or imposes any obligation (other than payment fully funded by the indemnifying party) on, the indemnified party without its prior written consent. If Section 13.3 may apply to a claim, the Client shall advance defense costs and fund settlements as this Section 15 requires until the claim is resolved. Within thirty (30) days after the claim is resolved, the parties shall allocate the Losses under Section 13.3, and Mecha AI shall refund or credit any amount the Client paid that Section 13.3 excludes. Mecha AI shall not settle a claim for an amount it charges to the Client without the Client's consent, which the Client shall not unreasonably withhold.

15.4 Security. If a claim covered by Section 15.1 is asserted, Mecha AI may apply any amounts it holds for the Client toward defense costs and may require the Client to provide reasonable security for its indemnification obligations.

16. [Reserved]

17. Data Privacy and Security

17.1 Processing. Mecha AI processes personal information in Client Data on the Client's behalf and on the Client's documented instructions, which are the Agreement and the Client's configuration and use of the Services, to provide the Services and to create the data described in Section 11.3(d). Where a state privacy law requires a contract between the Client and Mecha AI as its processor or service provider, the Data Processing Terms apply and form part of the Agreement.

17.2 Security. Mecha AI will maintain reasonable and appropriate technical and organizational measures to protect personal information against unauthorized access, alteration, disclosure, or destruction.

17.3 Providers. The Client authorizes Mecha AI to use Providers and other third parties to process personal information in providing the Services. Providers process data under their own terms, which may permit them to use it, including in de-identified or aggregated form, to operate, analyze, and improve their services. The Client shall give any notice and obtain any consent that applicable law requires for that processing.

17.4 [Reserved].

17.5 Breach Notification. If a security breach affects Client Data, Mecha AI will notify the Client without unreasonable delay after becoming aware of it and will cooperate reasonably in investigation and mitigation.

18. Client Representations and Warranties

The Client represents, warrants, and covenants, as of the date it accepts these Terms, the date of each Certification, and continuously during the Term, that:

- (a) if an individual, it is at least 18 years old; if an entity, it is duly organized and has full power and authority to enter into the Agreement;
- (b) its performance under the Agreement does not violate any other agreement by which it is bound, including any brokerage, franchise, or Lead Source agreement;
- (c) its use of the Services complies, and will comply, with all applicable laws, including Communications Laws;

- (d) it holds valid, documented, unrevoked Consent for every Outbound Call and Outbound Message made or sent for it, as required by Section 5;
- (e) all Contact Data has been scrubbed as required by Section 5.5 and excludes all numbers on its Suppression List;
- (f) all information it provides to Mecha AI, including in any Certification, is accurate and complete and does not infringe the rights of any third party; and
- (g) it has obtained any approvals required from any brokerage, franchisor, or other organization with which it is affiliated to use AI voice Agents, call recording, and text messaging.

19. Non-Solicitation

During the Term and for one (1) year after termination, the Client shall not, directly or indirectly, in any capacity, without Mecha AI's prior written consent, hire any employee, sales representative, or contractor of Mecha AI, or solicit or induce any of them to end or change their relationship with Mecha AI.

20. Taxes and Other Charges

In addition to fees, the Client shall pay all sales, use, excise, value-added, telecommunications, and regulatory taxes, surcharges, and fees (including universal service and carrier pass-through charges) imposed on or measured by the transactions under the Agreement, except taxes on Mecha AI's income. The Client shall indemnify the Mecha Parties against all Losses arising from any breach of this Section.

21. Dispute Resolution

21.1 Governing Law. The Agreement and the parties' relationship are governed by the laws of the State of Maryland, without regard to conflict-of-laws principles, and, where applicable, the Federal Arbitration Act.

21.2 Arbitration. Except as provided in Section 21.4, any dispute between the Client and Mecha AI arising out of or relating to the Agreement or the Services shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before a single arbitrator. The arbitration will take place in Howard County, Maryland, or by video conference. Judgment on the award may be entered in any court of competent jurisdiction.

21.3 Class Action and Jury Waiver. THE CLIENT AND MECHA AI EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.

21.4 Exceptions; Venue. Either party may bring an action in court (a) to collect unpaid fees, (b) for injunctive relief to protect its intellectual property or Confidential Information, or (c) to enforce Section 15, or to assert or defend a claim for indemnification or contribution, in a court in which a third party has sued either party. Any action under clause (a) or (b), and any dispute not subject to arbitration other than an action under clause (c) or the next sentence, shall be brought exclusively in the federal or state courts located in Howard County, Maryland, and each party consents to their jurisdiction and venue. Either party may assert a claim for indemnification or contribution against the other in any forum where a third party has sued it.

21.5 Amendment. This Section 21 may be amended only by a written agreement signed by both parties, and no amendment applies to a dispute that arose before the amendment took effect.

22. Notices

Notices must be in writing and are deemed given: (a) by hand delivery, on receipt; (b) by certified mail, return receipt requested, two (2) days after mailing; (c) by overnight courier, on receipt; or (d) by email, when sent to the email address in the SOW or as later designated in writing, unless the sender receives a delivery-failure message. Notices go to the addresses in the SOW or as later designated in writing. Compliance notices to Mecha AI under Section 8.3 must also be sent to privacy@gomecha.ai.

23. General

23.1 Entire Agreement. The Agreement is the entire agreement between the parties on its subject matter and supersedes all prior agreements and understandings on that subject. The Client has not relied on any statement about the Services' compliance features, calling hours, or opt-out handling that is not stated in the Agreement.

23.2 Survival. Sections 1, 2.3, 3.3, 3.4, 3.5, 4, 5.3, 5.6, 5.13, 6.2, 7.1, 7.3, 8.2, 8.3, 8.4, 8.5, 8.6, 9 (as to amounts owed, including 9.6 and 9.7), 10.5, 10.6, 11, 12, 13.2 (as provided below), 13.3 through 13.7, 14, 15, 17 (for as long as Mecha AI holds Client Data), 18, 19, 20, 21, 22, and 23 survive expiration or termination of the Agreement. The Client's obligations under Sections 5 and 15, and Sections 13.2(a), 13.2(b), and 13.3, apply to every communication made through the Services for the Client, whether made during the Term, during continued use under Section 10.2, or afterward. Section 13.2(c) applies for as long as Mecha AI holds Client Data.

23.3 Changes in Law. If a change in Communications Laws, carrier requirements, or their authoritative interpretation affects the Services, Mecha AI may modify Sections 4 through 8 and the Compliance Tools, only to the extent reasonably necessary to address that change, by written notice to the Client that describes the modification and states its effective date, which will be at least thirty (30) days after the notice, or sooner only if the law requires. A modification applies only to communications made after its effective date. The Client may reject a modification by terminating the affected SOW by written notice before the effective date, without paying the Early Termination Fee. If the Client does not terminate, its continued use of the Services after the effective date constitutes acceptance. This Section 23.3 does not permit any change to Sections 2.3, 9, 10, 13, 14, 15, or 21 or to this Section 23.3, which may be amended only by a written agreement signed by both parties, and no modification under it may narrow Section 13.2 or 13.3, including through a change to Section 5.6 or to any Compliance Tool.

23.4 Assignment. The Client may not assign any part of the Agreement without Mecha AI's prior written consent, which may be withheld in its sole discretion. Mecha AI may assign the Agreement to any successor, affiliate, or acquirer of all or substantially all of its business or assets. The Agreement binds and benefits each party's successors and permitted assigns.

23.5 Force Majeure. Mecha AI is not in breach of, and not liable under, the Agreement for any delay or failure caused by fire, explosion, act of God, pandemic, strike, war, riot, government regulation, carrier or provider action, telecommunications or internet disruption, or any other cause beyond its reasonable control.

23.6 Independent Contractors. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship, and neither party may bind the other, except under the appointments in Section 3.5 and in Section 2 of the SMS Addendum.

23.7 Waiver; Severability. Mecha AI's failure to enforce any provision is not a waiver. If any provision is held invalid, a court or arbitrator should give effect to the parties' intent as reflected in the provision, and the remaining provisions remain in full force.

23.8 No Third-Party Beneficiaries. The Agreement benefits only the parties and their permitted successors and assigns, except that the Mecha Parties may enforce Sections 14 and 15. No Contact or other person is a beneficiary of Section 13.2 or of any other provision of the Agreement.

24. Contacting Mecha AI

Mecha AI LLC

6207 Northrop Way

Clarksville, MD 21029

Email: hello@gomecha.ai

Website: gomecha.ai