NEXTGEN
SALES SOFTWARE

NextGen Sales Software Terms of Service

Last updated October 14, 2026

These Terms of Service (the **"Terms"**) are a binding agreement between **NextGen Sales Software LLC**, a Florida limited liability company (**"NextGen," "we," "us"** or **"our"**), and the **Customer** (defined in Section 2) that accepts them. They govern access to and use of the NextGen Sales Software platform, including the web application at app.nextgensalessoftware.io, our browser extensions and plug-ins, phone numbers, calling, dialing, call routing, recording, transcription, artificial intelligence features, scripts, lead and customer management tools, billing tools, and every related service, website, and support we provide (together, the **"Service"**).

PLEASE READ THESE TERMS CAREFULLY. SECTION 8 MAKES CUSTOMER RESPONSIBLE FOR THE LEGAL COMPLIANCE OF ITS CALLS AND MESSAGES. SECTION 18 LIMITS NEXTGEN'S LIABILITY. SECTION 22 CONTAINS A WAIVER OF JURY TRIAL AND OF CLASS AND REPRESENTATIVE ACTIONS.

1. Acceptance and Effective Date

1.1 How these Terms are accepted. These Terms take effect when you check the box indicating your agreement and click "Agree and continue" (or a similar button) in the Service, or when you first create an account for, access, or use the Service, whichever happens first (the **"Effective Date"**). No handwritten signature is required.

1.2 Electronic signature. Your click is your electronic signature and has the same force and effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Florida Uniform Electronic Transaction Act (Fla. Stat. § 668.50). NextGen accepts these Terms by making the Service available to you. NextGen keeps a record of each acceptance, including the version accepted, the date and time, the account, and the network address used.

1.3 Eligibility. You must be at least 18 years old and able to form a binding contract to accept these Terms. The Service is offered only for business and professional use, and not for personal, family, or household purposes.

1.4 If you do not agree. If you do not agree to these Terms, do not click to accept them and do not use the Service.

2. The Parties and Who Is Bound

2.1 Customer. "Customer" means the person or entity that agrees to these Terms and on whose behalf the Service is used:

- **Accepting for an organization.** If you accept these Terms for an insurance agency, company, or other legal entity, you represent and warrant that you have authority to bind that entity. In that case "Customer" means that entity, and "you" and "your" refer to it.
- **Accepting as an individual.** If you use the Service for yourself or for your own sole proprietorship, "Customer" means you.

2.2 Authorized Users. An **"Authorized User"** is an individual whom Customer, or NextGen at Customer's request, permits to access the Service under Customer's account, such as an agency's producers, agents, managers, and administrators. If a Customer gave you access to its account, you accept these Terms as an Authorized User. You are personally bound by Sections 5, 8, 9, 10, 14, 15.3 and 19 as they apply to your own use of the Service, and Customer remains responsible for your use.

2.3 Customer is responsible for its Authorized Users. Customer is responsible for every act and omission of its Authorized Users, and for all activity under its account, as if it were Customer's own. Customer will ensure that each Authorized User complies with these Terms.

2.4 Accounts managed by an agency. When an agency is the Customer, that agency controls its account, including who may access it and the Customer Content in it. If your relationship with that agency ends, the agency may remove your access. Data in the agency's account belongs to the agency as Customer Content, subject to Section 11.

2.5 Parties. NextGen and Customer are each a **"Party"** and together the **"Parties."**

3. Definitions

Capitalized terms have the meanings given in this Section or where they are first used.

- **"AI Features"** means features of the Service that use machine learning or generative artificial intelligence, including transcription, call summaries, lead information extraction, sale detection, script assistance and import, coaching, and AI voice agents.
- **"Confidential Information"** has the meaning given in Section 14.
- **"Consumer Data"** means personal information about Customer's leads, prospects, applicants, policyholders, callers, call recipients, and other individuals that Customer or its Authorized Users or vendors submit to, collect through, or generate with the Service,

including names, telephone numbers, addresses, dates of birth, health and financial information, call recordings, and transcripts.

- **"Customer Content"** means all data, content, and materials that Customer or its Authorized Users submit to, or generate through their use of, the Service, including Consumer Data, call recordings, transcripts, notes, scripts that Customer writes, lead lists, and customer information. Customer Content does not include the NextGen Platform or Usage Data.
- **"Documentation"** means the guides, help articles, and in-product descriptions of the Service that NextGen makes available, as updated from time to time.
- **"Fees"** means the subscription fees, seat fees, usage charges, credits, and other amounts payable for the Service.
- **"NextGen Platform"** means NextGen's software, platform, systems, workflows, interfaces, screen layouts, designs, architecture, processes, functionality, features, NextGen-provided scripts and templates, documentation, and related technology, including the Service, its Documentation, and all improvements and derivatives of any of them.
- **"Order"** means the plan, subscription, seats, numbers, credits, or other offering Customer selects in the Service, or any written order form, quote, or invoice that NextGen issues to Customer and that references these Terms.
- **"Telephony Services"** means the calling, phone number, caller ID, call routing, conferencing, transfer, voicemail, recording, and related features of the Service.
- **"Third-Party Services"** means products, services, networks, and content that are not provided by NextGen, including telephone carriers, payment processors, artificial intelligence model providers, lead and call vendors, insurance carrier systems, and integrations.
- **"Usage Data"** means data about the operation and use of the Service, such as performance, reliability, call quality, configuration, feature usage, and security logs, that does not identify Customer's Consumer Data.

4. The Service

4.1 Right to use. Subject to these Terms and payment of all applicable Fees, NextGen grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right, during the term of Customer's subscription, for its Authorized Users to access and use the Service for Customer's internal business purposes in accordance with the Documentation and the limits of Customer's Order.

4.2 Orders. Customer's plan, seats, numbers, credits, and other entitlements are those set out in its Order. If an Order conflicts with these Terms on pricing, quantities, or term, the Order controls on that point.

4.3 Changes to the Service. NextGen continuously develops the Service and may add, change, or remove features at any time. If NextGen removes a material feature of a paid plan during a period that Customer has already paid for, and the removal materially reduces the value of that plan to Customer, Customer may cancel the affected subscription by notice within 30 days and receive a pro-rated refund of prepaid Fees for the remainder of that period.

4.4 Preview features. Features identified as beta, preview, pilot, early access, or similar are provided "as is" for evaluation, may be changed or discontinued at any time, and are excluded from any commitment NextGen makes about the Service.

4.5 Support. NextGen provides reasonable support by email at support@nextgensalessoftware.io and through the Service during its normal business hours.

5. Accounts and Security

5.1 Account information. Customer will provide accurate and complete account, contact, licensing, and billing information and keep it current.

5.2 One person per login. Each login is for one named individual. Authorized Users may not share credentials, and a seat may not be shared among several people. Customer may reassign a seat to a new individual when the previous user no longer needs access.

5.3 Credentials. Customer and its Authorized Users are responsible for keeping credentials confidential and for using any security features NextGen makes available, such as multi-factor authentication. Customer will notify NextGen promptly at support@nextgensalessoftware.io of any unauthorized access to or use of its account. NextGen is not responsible for losses caused by stolen or shared credentials or by Customer's failure to secure its account or devices.

6. Fees, Billing, and Credits

6.1 Fees. Customer will pay the Fees for its Order. Unless the Order says otherwise, subscription Fees are billed in advance for each billing period, and usage charges are billed as incurred or deducted from prepaid credits.

6.2 Automatic renewal and payment authorization. Subscriptions renew automatically at the end of each billing period for another period of the same length until canceled.

Customer authorizes NextGen and its payment processor, Stripe, to charge Customer's payment method on file for all Fees when due, including renewals, added seats, and usage charges. Customer may cancel at any time in the billing settings of the Service or by notice to NextGen; cancellation takes effect at the end of the then-current billing period.

6.3 Credits and usage. Calling credits, minutes, AI usage, phone number charges, transfer or lead charges, and other usage-based amounts are charged at the rates shown in the Service or the Order. Prepaid credits have no cash value, are not transferable, and are not refundable except as required by law, and unused credits expire when Customer's account is terminated. NextGen may refuse or end calls, or restrict features, when Customer's credit balance is insufficient.

6.4 Price changes. NextGen may change its prices by giving at least 30 days' notice. A price change takes effect at the start of Customer's next billing period after the notice period ends, unless Customer cancels before then.

6.5 Taxes. Fees do not include taxes, telecommunications surcharges, or regulatory fees. Customer is responsible for all such amounts other than taxes on NextGen's net income, and NextGen may add them to Customer's invoices where required.

6.6 Late or failed payment. If a payment fails or is past due, NextGen may retry the charge, and after notice may suspend the Service under Section 15.3 until all overdue amounts are paid. Overdue amounts may accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. Customer will reimburse NextGen's reasonable costs of collection, including attorneys' fees.

6.7 No refunds. Except as expressly stated in these Terms or required by law, all Fees are non-refundable, including for partial billing periods, unused seats, and unused credits.

6.8 Billing disputes. Customer must notify NextGen in writing of any good-faith billing dispute within 60 days of the charge. Customer will pay the undisputed portion when due, and the Parties will work in good faith to resolve the dispute. Customer will contact NextGen before initiating a chargeback.

7. Telephony, Phone Numbers, and Caller ID

7.1 Carrier-based service. Telephony Services are delivered over the internet and through third-party telecommunications carriers. Call quality and availability depend on Customer's internet connection, devices, and settings, on carrier networks, and on factors outside NextGen's control. The Telephony Services are not a replacement for a traditional landline or mobile telephone service.

7.2 NO EMERGENCY CALLING. THE SERVICE DOES NOT SUPPORT CALLS TO 911 OR ANY OTHER EMERGENCY SERVICES, AND MUST NOT BE USED TO PLACE THEM. Customer will ensure that its Authorized Users have another means of reaching emergency services and will inform them of this limitation.

7.3 Phone numbers. NextGen, through its carriers, obtains phone numbers and assigns them to Customer for use with the Service during Customer's subscription. Customer does not acquire any ownership of or property right in a phone number. NextGen may reassign, rest, replace, or release a number to protect its reputation and deliverability, to comply with carrier or regulatory requirements, or when Customer's subscription ends. If Customer's account is in good standing, NextGen will reasonably cooperate with a request to port a number to another provider that Customer makes before termination, subject to carrier rules and any porting fee. Numbers that are not ported out by the end of the subscription may be released.

7.4 Caller ID. Customer may present as caller ID only numbers that NextGen has assigned to it or that Customer is otherwise authorized to use, and will never transmit misleading or inaccurate caller ID information. NextGen may register numbers and caller names with carriers, analytics providers, and industry registries, and participates in call-authentication frameworks such as STIR/SHAKEN.

7.5 No deliverability guarantee. Carriers and third-party call analytics providers independently decide whether to deliver, block, or label calls (for example, as "spam" or "scam likely"). NextGen does not control those decisions and does not guarantee that any call will be delivered, displayed with a particular caller ID or name, answered, or left unlabeled.

7.6 Carrier requirements. NextGen may block, limit, or suspend traffic, numbers, or features when a carrier, registry, or regulator requires it, or when NextGen reasonably believes traffic violates Section 8 or Section 9, harms number reputation, or exposes NextGen or its carriers to liability.

8. Customer's Legal Compliance and Calling Responsibilities

8.1 Customer controls its outreach. Customer, not NextGen, decides whom to call or message, when, how often, with what content, and on what legal basis. Customer configures the Service's dialing settings, including lines per agent, pacing, retries, calling windows, voicemail drops, and abandoned-call handling. NextGen provides the technology at Customer's direction and is not the caller, seller, or telemarketer of any call or message Customer makes or receives through the Service.

8.2 Compliance with law. Customer is solely responsible for ensuring that its use of the Service, and every call and message made, received, or recorded through its account, complies with all applicable laws, regulations, and industry rules, including:

- the Telephone Consumer Protection Act (47 U.S.C. § 227) and the Federal Communications Commission's rules under it;
- the Telemarketing Sales Rule (16 C.F.R. Part 310), including its limits on abandoned calls, its required recorded messages, and its caller ID and recordkeeping requirements;
- the National Do Not Call Registry, state do-not-call lists, and Customer's own internal do-not-call list;
- state telemarketing and telephone solicitation laws, including the Florida Telephone Solicitation Act (Fla. Stat. § 501.059), and their calling-hour, call-frequency, registration, and disclosure requirements;
- the Truth in Caller ID Act and all caller ID rules;
- federal and state laws on recording and monitoring calls, including laws that require the consent of every party to a call;
- insurance laws and regulations, including producer licensing and appointment requirements, marketing and advertising rules, unfair trade practice laws, and, where applicable, the Centers for Medicare & Medicaid Services' marketing rules;
- privacy and data security laws, including the Gramm-Leach-Bliley Act and its implementing rules, and state privacy laws; and
- the CAN-SPAM Act and other laws governing commercial email and text messages.

8.3 Consent and lead data. Customer represents and warrants that, for every telephone number and individual it calls, messages, or loads into the Service, it has obtained and will maintain every consent the law requires (including prior express written consent where required), that any lead, list, or call vendor it uses obtained the data and consents lawfully, and that it will promptly honor every request to stop calling or messaging. Customer will keep records sufficient to prove consent and will provide them to NextGen within five business days of NextGen's request when NextGen receives a complaint, carrier inquiry, subpoena, or regulatory inquiry about Customer's traffic.

8.4 Abandoned calls and dialing settings. Customer is responsible for keeping its abandoned-call rate within legal limits (including the Telemarketing Sales Rule's limit of three percent of calls answered by a person, measured per campaign over a 30-day period), for playing every required message, and for configuring its dialing settings lawfully.

8.5 Recording. When call recording is enabled, Customer is responsible for giving every notice and obtaining every consent the law requires from each participant before a call is

recorded.

8.6 Artificial and prerecorded voice and AI agents. Voicemail drops, prerecorded messages, and AI voice agents may be treated as an "artificial or prerecorded voice" under the Telephone Consumer Protection Act and similar laws. Customer will obtain the consent the law requires before using any of them on a call, and will make every disclosure and offer every opt-out that applicable law requires, including any law requiring disclosure that a caller is an artificial intelligence.

8.7 Compliance tools are aids only. Features such as do-not-call lists, number blocking, state and time-zone filters, licensed-state filters, calling-hour windows, call screening, and abandoned-call controls are tools to help Customer comply. They do not guarantee compliance and do not shift Customer's responsibility to NextGen. NextGen does not provide legal advice, and nothing in the Service, the Documentation, or NextGen's support is legal advice.

8.8 Calls and leads that NextGen delivers. Where NextGen routes inbound calls or delivers leads to Customer from NextGen's sources as part of an Order, NextGen requires those sources to represent that they comply with applicable law. Customer remains responsible for its handling of each call and lead, for its sales practices, and for honoring every do-not-call request it receives.

8.9 Cooperation. Customer will cooperate with NextGen's reasonable requests to investigate complaints, carrier inquiries, and regulatory matters involving Customer's use of the Service.

9. Acceptable Use

Customer and its Authorized Users will not, and will not allow anyone else to:

- use the Service in violation of any law or regulation, or to make any call or send any message that violates Section 8;
- make harassing, abusive, threatening, fraudulent, deceptive, or misleading calls or messages, or impersonate any person or organization;
- transmit misleading caller ID information, or use the Service to "snowshoe," rotate, or cycle numbers to evade blocking, labeling, or call-volume limits;
- call or message numbers on any do-not-call list without a valid legal exemption;
- use the Service to collect or process sensitive information that Customer is not authorized to collect, or for any purpose other than lawful insurance and related sales, service, and customer relationship activities, unless NextGen agrees otherwise in writing;

- upload or transmit malicious code, or interfere with or disrupt the Service, its networks, or other customers' use;
- probe, scan, or test the vulnerability of the Service, bypass or defeat any security, usage, credit, or access control, or perform load testing, without NextGen's written consent;
- access or attempt to access another customer's account or data;
- resell, sublicense, lease, rent, or provide the Service to any third party, or use it as a service bureau, except as NextGen agrees in writing;
- use the Service in any manner that infringes or misappropriates the rights of any person; or
- use the Service to place or receive emergency calls.

NextGen may investigate suspected violations, remove content, and suspend or terminate access under Section 15 to address a violation.

10. Proprietary Rights and Protection of the NextGen Platform

10.1 Ownership. Customer acknowledges that the NextGen Platform constitutes proprietary assets of NextGen and contains valuable confidential information and trade secrets. NextGen and its licensors retain all right, title, and interest in and to the NextGen Platform and all related intellectual property. Customer's access to the Service does not transfer ownership of any NextGen intellectual property to Customer. Except for the limited rights expressly granted in these Terms, no license or ownership right is granted by implication, estoppel, or otherwise.

10.2 No copying or replication. Customer will not, directly or indirectly:

- copy, reproduce, duplicate, or recreate the NextGen Platform or any substantial portion of it;
- copy or substantially reproduce NextGen's user interfaces, screen layouts, designs, workflows, scripts, functionality, features, processes, or product architecture;
- use screenshots, recordings, documentation, demonstrations, or other materials obtained through the NextGen Platform to recreate substantially similar functionality;
- extract, scrape, reproduce, or distribute proprietary components of the NextGen Platform; or
- permit or assist a third party in doing any of the foregoing.

This Section does not prohibit Customer from using the Service for its ordinary internal business purposes or from independently developing general business processes that do not misuse NextGen's Confidential Information or copied NextGen materials.

10.3 No reverse engineering. Customer will not reverse engineer, decompile, disassemble, decode, translate, derive source code from, or otherwise attempt to discover the underlying source code, algorithms, architecture, proprietary workflows, or technical structure of the NextGen Platform, except to the extent applicable law expressly permits that activity notwithstanding this restriction.

10.4 Competitive development. During the term of these Terms and for twenty-four (24) months after they end, Customer will not use NextGen's Confidential Information, proprietary information, screenshots, recordings, documentation, copied materials, or other NextGen proprietary materials to develop, reproduce, or materially assist in developing a competing software product or service. This restriction applies only to the maximum extent permitted by applicable law. Nothing in this Section prohibits Customer from independently developing software or business processes without using or relying on NextGen's Confidential Information, proprietary information, or copied materials.

10.5 No assistance to third parties. Customer will not provide NextGen Confidential Information, proprietary materials, screenshots, recordings, documentation, system access, or other protected information to a third party for the purpose of enabling that third party to copy, replicate, reverse engineer, or develop a competing version of the NextGen Platform.

10.6 Screenshots and recordings. Customer may create screenshots or screen recordings of the Service solely for legitimate internal training, documentation, support, or ordinary business purposes. Customer will not distribute, publish, sell, license, or provide those materials to a third party for the purpose of copying, replicating, reverse engineering, or developing competing software.

10.7 Artificial intelligence and external development tools. Customer will not upload, paste, submit, or otherwise provide NextGen Confidential Information, proprietary screenshots, recordings, documentation, source code, system information, or other non-public NextGen materials to artificial intelligence systems, coding assistants, development tools, or other third-party services for the purpose of recreating, replicating, reverse engineering, or developing a competing product. Nothing in this Section prohibits ordinary use of commercially available artificial intelligence or productivity tools that does not involve providing protected NextGen information for those prohibited purposes.

10.8 Trade secrets. Customer will not misappropriate, disclose, reproduce, use, or otherwise exploit NextGen's trade secrets except as these Terms expressly authorize. These obligations continue for as long as the information qualifies as a trade secret under applicable law.

10.9 Trademarks. NextGen Sales Software™, the NG logo, Script Walker™, Carrier Waterfall™, and NextGen's other names, logos, and marks are trademarks of NextGen.

Customer may not use them without NextGen's prior written permission.

10.10 Feedback. Customer may voluntarily provide suggestions, recommendations, ideas, comments, or other feedback about the Service (**"Feedback"**). Customer grants NextGen a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, modify, incorporate, distribute, and otherwise exploit Feedback for any lawful business purpose without compensation or attribution to Customer.

11. Customer Content and Data

11.1 Customer owns its content. As between the Parties, Customer retains all right, title, and interest in its Customer Content, subject to the rights granted in this Section.

11.2 License to NextGen. Customer grants NextGen and its service providers a limited, non-exclusive, worldwide license to host, store, reproduce, transmit, display, modify, process, analyze, and use Customer Content as reasonably necessary to:

- provide, maintain, and support the Service, including its AI Features;
- maintain backups and disaster-recovery systems;
- troubleshoot, secure, and prevent fraud and abuse of the Service;
- comply with applicable law and carrier requirements;
- perform exports and transitions that Customer requests; and
- protect and enforce NextGen's legal rights.

After these Terms end, this license continues only for as long as reasonably necessary for backups, legal or regulatory retention, dispute resolution, requested export or transition assistance, or other legally permitted purposes. Once those purposes are complete, NextGen will stop retaining and using Customer Content except as applicable law or these Terms permit.

11.3 Customer's responsibilities for its content. Customer is responsible for the accuracy, quality, and legality of its Customer Content, for having every right, notice, and consent needed to provide it to NextGen and to use it with the Service, and for the means by which it acquired its Consumer Data.

11.4 NextGen as service provider. NextGen processes Consumer Data on Customer's behalf and at its direction, as a service provider or processor, to provide the Service. NextGen will not sell Consumer Data, will not share it for cross-context behavioral advertising, and will not use it for any purpose other than those described in these Terms and the Privacy Policy. NextGen will require its service providers that process Consumer Data to protect it under obligations at least as protective as those in these Terms.

11.5 Usage Data; aggregated and de-identified information. NextGen may collect, process, analyze, and use Usage Data and other information generated through use of the Service for system performance and reliability, analytics, quality assurance, fraud and security prevention, troubleshooting, product development, feature improvement, service optimization, and internal business operations. NextGen may use aggregated or de-identified information for product development, analytics, benchmarking, research, artificial intelligence development, model improvement, and other legitimate business purposes, provided that the information is not reasonably capable of identifying Customer or any individual.

11.6 No training on identifiable data. NextGen will not use identifiable call recordings, identifiable lead information, or other identifiable personal information in Customer Content to train generalized artificial intelligence models, or commercialize that information externally, unless Customer separately authorizes it in writing or applicable law and these Terms expressly permit it.

11.7 Security. NextGen maintains reasonable administrative, technical, and physical safeguards designed to protect Customer Content against unauthorized access, use, alteration, and disclosure, appropriate to the nature of the data, including safeguards appropriate for a service provider to financial institutions under the Gramm-Leach-Bliley Act. If NextGen confirms unauthorized access to Customer's Consumer Data in NextGen's systems, NextGen will notify Customer without undue delay, provide information reasonably available to help Customer meet its own notice obligations, and take reasonable steps to contain the incident. Customer is responsible for securing its own systems, devices, and credentials.

11.8 Recordings and retention. Call recordings, transcripts, and other Customer Content are retained according to the Service's retention settings and the Documentation. Customer is responsible for downloading anything it must keep longer, and for choosing retention settings that meet its own legal obligations.

11.9 Export and deletion. During the subscription, Customer may export its Customer Content using the export tools in the Service. For 30 days after these Terms end, NextGen will, on Customer's written request and provided all Fees are paid, make Customer's Customer Content available for export in a commonly used format. After that, NextGen may delete Customer Content, and deleted data will age out of backups in the ordinary course, except as law requires NextGen to retain it.

11.10 Privacy Policy. NextGen's Privacy Policy, available at nextgensalessoftware.io/privacy and in the Service, describes how NextGen handles

personal information about Customer, its Authorized Users, and visitors to NextGen's websites.

12. AI Features

12.1 Nature of AI output. AI Features generate output using third-party and NextGen models. Output may be inaccurate, incomplete, or inappropriate, and similar inputs may produce different output. Customer is responsible for reviewing output before relying on it, including transcripts, summaries, extracted lead information, sale or disposition detections, and suggested scripts. AI output is not legal, compliance, insurance, medical, or financial advice.

12.2 Customer's responsibility. Customer is responsible for its use of AI Features and their output, including in its dealings with consumers, for every disclosure required when an AI Feature participates in a call, and for compliance with Section 8.6.

12.3 AI providers. AI Features rely on third-party model providers that process Customer Content to deliver the feature. NextGen may change those providers at any time. Section 11.6 applies to all AI Features.

13. Third-Party Services

The Service relies on and may interoperate with Third-Party Services. Customer's use of a Third-Party Service that it chooses to connect or use is governed by Customer's agreement with that provider. NextGen does not control and is not responsible for Third-Party Services, including carrier networks, payment processing, insurance carrier websites, and vendors' calls and leads, and NextGen may change the providers it uses to deliver the Service. NextGen is not liable for any Third-Party Service's outage, change, or act or omission.

14. Confidentiality

14.1 Definition. "Confidential Information" means non-public business, technical, financial, operational, product, software, customer, vendor, and other proprietary information that one Party (the **"Discloser"**) discloses or makes available to the other (the **"Recipient"**) and that a reasonable person would understand to be confidential from its nature and the circumstances of disclosure. NextGen's Confidential Information includes the non-public parts of the NextGen Platform, its pricing, and the terms of any Order. Customer's Confidential Information includes its Customer Content.

14.2 Exclusions. Confidential Information does not include information that the Recipient can show (a) is or becomes public through no fault of the Recipient, (b) was known to the

Recipient without restriction before receipt, (c) is rightfully received from a third party without a duty of confidentiality, or (d) is independently developed without use of the Discloser's Confidential Information.

14.3 Obligations. The Recipient will use the Discloser's Confidential Information only to exercise its rights and perform its obligations under these Terms, will not disclose it except to its employees, contractors, advisors, and service providers who need to know it and are bound by confidentiality obligations at least as protective as these, and will protect it with at least reasonable care. The Recipient may disclose Confidential Information when required by law or legal process, after giving the Discloser reasonable advance notice where legally permitted.

14.4 Duration. These obligations last during the term of these Terms and for three years after they end, and, for trade secrets and Consumer Data, for as long as the information remains a trade secret or in the Recipient's possession.

15. Term, Suspension, and Termination

15.1 Term. These Terms begin on the Effective Date and continue until every subscription under them has ended or they are terminated as described below.

15.2 Termination. Customer may cancel its subscription at any time under Section 6.2. Either Party may terminate these Terms by written notice if the other Party materially breaches them and fails to cure the breach within ten days after notice. NextGen may also terminate these Terms (a) for convenience on 30 days' notice, in which case NextGen will refund prepaid subscription Fees for the period after termination, or (b) immediately by notice if Customer breaches Section 8, 9, or 10, or if a carrier or regulator requires it.

15.3 Suspension. NextGen may suspend all or part of the Service for Customer or any Authorized User immediately, with notice where practicable, if NextGen reasonably believes that (a) Customer's use violates Section 8 or Section 9 or threatens the security, integrity, or availability of the Service, (b) a carrier, registry, regulator, or court requires it, (c) suspension is needed to prevent harm or liability to NextGen, its carriers, or others, or (d) Fees are more than seven days past due after notice. NextGen will restore the Service promptly once the cause is resolved. Fees continue to accrue during a suspension caused by Customer.

15.4 Effect of termination. When these Terms end, all rights granted to Customer end, Customer and its Authorized Users must stop using the Service, all unpaid Fees for the period before termination become due, phone numbers are handled under Section 7.3, and Customer Content is handled under Section 11.9.

15.5 Survival. Sections 2.3, 6 (for amounts owed), 7.3, 8, 10, 11, 14, 15.4, 15.5 and 16 through 23, and every other provision that by its nature should survive, survive the end of these Terms.

16. Warranties and Disclaimers

16.1 Mutual warranties. Each Party represents and warrants that it has the authority to enter into these Terms and that its performance will comply with the laws that apply to it.

16.2 Customer warranties. Customer represents and warrants that its Customer Content and its use of the Service comply with these Terms and with all applicable laws, including those listed in Section 8, and that its Authorized Users hold every license and appointment the law requires for the activities they conduct through the Service.

16.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICE, THE TELEPHONY SERVICES, THE AI FEATURES, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXTGEN DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. NEXTGEN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT CALLS WILL BE CONNECTED, DELIVERED, OR LEFT UNLABELED, THAT ANY NUMBER WILL KEEP A GOOD REPUTATION, THAT AI OUTPUT WILL BE ACCURATE, OR THAT USE OF THE SERVICE WILL PRODUCE ANY PARTICULAR CONTACT RATE, SALES, REVENUE, OR REGULATORY OUTCOME.

17. Indemnification

17.1 By Customer. Customer will defend, indemnify, and hold harmless NextGen and its members, managers, officers, employees, contractors, and agents from and against all third-party claims, demands, investigations, and proceedings (including those brought by consumers, carriers, and government authorities), and all resulting losses, damages, fines, penalties, settlements, judgments, costs, and reasonable attorneys' fees, arising out of or relating to:

- Customer Content, including the means by which Customer or its vendors obtained Consumer Data and any consent;
- any call, message, or recording made, received, sent, or created through Customer's account, including any actual or alleged violation of the laws listed in Section 8;
- Customer's or its Authorized Users' insurance sales, marketing, and service practices;
- Customer's or its Authorized Users' breach of Section 8, 9, or 10; or

- any lead, list, or call vendor, or other third party, that Customer uses with the Service.

17.2 By NextGen. NextGen will defend Customer against any third-party claim alleging that the Service, as provided by NextGen and used in accordance with these Terms, infringes a United States patent, copyright, or trademark or misappropriates a trade secret, and will pay the damages and costs finally awarded or agreed in settlement by NextGen. NextGen has no obligation for claims arising from Customer Content, Third-Party Services, combinations with items NextGen did not provide, modifications NextGen did not make, or use in breach of these Terms. If the Service is, or NextGen believes it is likely to be, the subject of such a claim, NextGen may modify it to be non-infringing, obtain a right for Customer to continue using it, or terminate the affected subscription and refund prepaid Fees for the remaining period. This Section states NextGen's entire obligation and Customer's exclusive remedy for infringement claims.

17.3 Procedure. The indemnified Party will give prompt written notice of the claim (although delay excuses the indemnifying Party only to the extent it is prejudiced), give the indemnifying Party sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party will not settle a claim in a way that imposes an admission or obligation on the indemnified Party without its consent, which will not be unreasonably withheld. The indemnified Party may participate with its own counsel at its own expense.

18. Limitation of Liability

18.1 Excluded damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.

18.2 Cap on NextGen's liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXTGEN'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICE, UNDER ANY THEORY, WILL NOT EXCEED THE GREATER OF THE FEES CUSTOMER PAID TO NEXTGEN IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY AND ONE HUNDRED U.S. DOLLARS (US$100).

18.3 Customer's liability is not limited for protected obligations. Sections 18.1 and 18.2 do not limit Customer's liability for (a) Fees owed, (b) its indemnification obligations under Section 17.1, (c) breach of Section 8, 9, 10, or 14, or (d) any unauthorized copying, reproduction, replication, reverse engineering, competitive development, misuse, or

disclosure of the NextGen Platform or NextGen's Confidential Information, or any other infringement or misappropriation of NextGen's intellectual property.

18.4 Basis of the bargain. The Parties agree that the disclaimers and limitations in Sections 16 and 18 reflect a reasonable allocation of risk and are an essential basis of the bargain between them, and that they apply even if a remedy fails of its essential purpose.

19. Equitable Relief

Customer acknowledges that unauthorized copying, replication, reverse engineering, misuse, disclosure, or competitive development involving the NextGen Platform or NextGen's Confidential Information may cause irreparable harm for which monetary damages would be inadequate. NextGen may seek temporary, preliminary, and permanent injunctive relief and other equitable remedies, without posting a bond to the extent permitted by law, in addition to any other remedy available at law or in equity.

20. Changes to These Terms

NextGen may update these Terms from time to time. The "Last updated" date shows when they last changed. If a change is material, NextGen will ask Customer and its Authorized Users to accept the updated Terms before they continue using the Service, and the version last accepted governs until then. Other changes take effect when posted. Changes to prices are governed by Section 6.4. If Customer does not agree to updated Terms, Customer may stop using the Service and cancel its subscription.

21. Notices and Electronic Communications

21.1 Electronic communications. Customer consents to receive agreements, notices, disclosures, invoices, and other communications from NextGen electronically, by email to the address on Customer's account or by posting in the Service, and agrees that electronic communications satisfy any legal requirement that they be in writing.

21.2 Notices to Customer. NextGen may give notice to Customer by email to the account owner's or an administrator's email address, or by notice in the Service. Email notices are effective when sent.

21.3 Notices to NextGen. Customer must send legal notices to NextGen by email to support@nextgensalessoftware.io with "Legal Notice" in the subject line. Service of process may be made on NextGen's registered agent as listed with the Florida Division of Corporations.

22. Governing Law and Disputes

22.1 Governing law. These Terms and every dispute arising out of or relating to them or the Service are governed by the laws of the State of Florida and applicable federal law, without regard to conflict-of-laws rules.

22.2 Informal resolution. Before filing a claim, a Party will first give the other written notice describing the dispute, and the Parties will try in good faith to resolve it for 30 days. This does not apply to claims for injunctive or equitable relief or to the collection of unpaid Fees.

22.3 Venue. The state and federal courts located in the State of Florida have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Service, and each Party consents to the personal jurisdiction of and venue in those courts. NextGen may seek injunctive relief in any court of competent jurisdiction.

22.4 WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.

22.5 NO CLASS OR REPRESENTATIVE ACTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

22.6 Attorneys' fees. In any action to enforce these Terms, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs, including on appeal.

23. General

23.1 Entire agreement. These Terms, together with every Order and the policies they reference, are the entire agreement between the Parties about the Service and supersede all prior and contemporaneous agreements, proposals, and representations about it. A signed written agreement between NextGen and Customer that expressly states it overrides these Terms controls to the extent of any conflict. Purchase orders and other Customer-provided terms have no effect.

23.2 Prior addendum. These Terms replace the NextGen Sales Software LLC Client Product Protection Addendum, whether Customer accepted it in the Service or signed it, for all conduct on and after the Effective Date. That replacement does not release any breach of the addendum that occurred before the Effective Date.

23.3 Assignment. Customer may not assign or transfer these Terms, by operation of law or otherwise, without NextGen's prior written consent. NextGen may assign these Terms without consent to an affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of the relevant assets. These Terms bind and benefit the Parties and their permitted successors and assigns.

23.4 Force majeure. Neither Party is liable for a delay or failure to perform, other than a failure to pay, caused by events beyond its reasonable control, including carrier and network outages, failures of Third-Party Services, power failures, labor disputes, natural disasters, pandemics, war, terrorism, government action, and changes in law or carrier rules.

23.5 Relationship. The Parties are independent contractors. These Terms do not create a partnership, joint venture, agency, franchise, fiduciary, or employment relationship. NextGen is not an insurance producer, agency, or carrier and does not sell insurance to Customer's customers. There are no third-party beneficiaries of these Terms, except NextGen's indemnified persons under Section 17.1.

23.6 Export and sanctions. The Service is offered for use in the United States. Customer will not use the Service from, or provide access to it to anyone located in, a country or region subject to U.S. embargo, or to any person on a U.S. government restricted-party list.

23.7 Severability and waiver. If any provision of these Terms is held unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions remain in effect. A failure or delay in enforcing any provision is not a waiver of it.

23.8 Interpretation. Headings are for convenience only. "Including" means "including without limitation." These Terms will not be construed against either Party as the drafter.

24. Contact

Questions about these Terms can be sent to NextGen Sales Software LLC:

- Email: support@nextgensalessoftware.io
- Web: nextgensalessoftware.io