



OMNIUS STUDIO LLC d/b/a SOLI

Terms of Service

Version 1.0 · Effective August 25, 2026 · Omnius Studio LLC d/b/a Soli

Soli Terms of Service

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These Terms of Service (the "**Terms**") are a binding agreement between Omnius Studio LLC, a Texas company with its principal place of business at 5900 Balcones Drive, STE 100, Austin, TX 78731, doing business as **Soli** ("**Soli**," "**we**," "**us**," or "**our**"), and the healthcare practice, professional entity, or other organization that registers for or uses the Services ("**Customer**," "**you**," or "**your**").

These Terms govern a business-to-business subscription to software and communications services. They are not a consumer agreement, and they create no agreement between Soli and any patient, caller, or other individual who interacts with Customer through the Services.

BY CLICKING "I AGREE," EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS, OR ACCESSING OR USING THE SERVICES, CUSTOMER ACCEPTS THESE TERMS. IF CUSTOMER DOES NOT AGREE, CUSTOMER MUST NOT ACCESS OR USE THE SERVICES.

SECTION 9.2 CONTAINS A CRITICAL LIMITATION REGARDING 911 AND EMERGENCY CALLING. SECTION 16 LIMITS SOLI'S LIABILITY. SECTION 18 CONTAINS A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WITH A 30-DAY OPT-OUT RIGHT. PLEASE READ THESE SECTIONS CAREFULLY.

Non-binding summary. This box, and every other indented box in this document, is a plain-English explanation offered for convenience only. It is not part of the Agreement and does not modify the numbered terms. Where a summary and a numbered term differ, the numbered term controls.

1. Definitions

1.1 "Agreement" means these Terms together with any Order Form, the Acceptable Use Policy, the Privacy Policy, the Business Associate Agreement (if executed), and any other document expressly incorporated by reference herein.

1.2 "Authorized User" means an individual whom Customer permits to access the Services under Customer's account, including Customer's owners, employees, contractors, clinicians, and administrative staff. Each Authorized User is assigned a role (`owner` , `admin` , or `member`) scoped to Customer's practice.

1.3 "BAA" means the Business Associate Agreement between Soli and Customer, as made available at the Business Associate Agreement and executed by Customer in accordance with Section 7.

1.4 "Business Associate," "Covered Entity," "Protected Health Information" and "PHI" have the meanings given to them under HIPAA. As used in these Terms, "**PHI**" means Protected Health Information that Soli creates, receives, maintains, or transmits on Customer's behalf in connection with the Services.

1.5 "Customer Data" means all data, content, files, form submissions, call and message content, voicemail audio, transcriptions, contact records, and other information that Customer or its Authorized Users or End Users submit to, or generate through, the Services. Customer Data includes PHI but excludes Usage Data as defined in Section 6.5.

1.6 "Documentation" means the then-current user guides, help-center articles, and technical documentation that Soli makes generally available for the Services, excluding marketing materials, roadmaps, and internal engineering records.

1.7 "End User" means any individual who interacts with Customer through the Services but who is not an Authorized User — including a patient, prospective patient, caller, message sender, form respondent, or web-chat visitor. End Users are not parties to this Agreement.

1.8 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, together with their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, each as amended.

1.9 "Order Form" means an ordering document, online checkout confirmation, or plan-selection screen that identifies the subscription plan, quantity of Authorized Users or lines, fees, and Subscription Term.

1.10 "Services" means, collectively: (a) **Soli Forms**, Soli's web form builder and patient-intake platform; (b) **Soli Line**, Soli's business telephone service comprising voice calling, SMS/MMS messaging, voicemail, fax, and the AI receptionist; (c) the associated web, desktop, and mobile applications; and (d) any application programming interfaces, integrations, and support that Soli makes available under an Order Form. "Services" excludes Third-Party Services as defined in Section 11.

1.11 "Subprocessor" means a third party engaged by Soli to process Customer Data in connection with the provision of the Services, as identified at the Subprocessor List.

1.12 "Subscription Term" means the initial term specified in the applicable Order Form together with each renewal term entered into under Section 5.5.

2. Acceptance, Eligibility, and Authority

2.1 Eligibility. The Services are offered solely to businesses and professional entities. Customer represents that it is a validly formed entity, or a sole proprietor practicing lawfully, and that it is not barred from receiving the Services under applicable law.

2.2 Age and authority. The individual accepting these Terms represents and warrants that they are at least eighteen (18) years of age and that they have full legal authority to bind Customer to this Agreement. If that individual lacks such authority, that individual may not accept these Terms and Customer may not use the Services.

2.3 Professional standing. Customer represents that it and its clinicians hold all licenses, registrations, and credentials required to provide the healthcare or professional services that Customer delivers, and that Customer's use of the Services will be consistent with its professional and ethical obligations, including obligations relating to patient confidentiality, records retention, and standard of care.

2.4 No consumer relationship. Customer acknowledges that the Services are provided for Customer's internal business use in operating its practice, and that Soli does not provide healthcare services, does not enter into any relationship with End Users, and is not a party to the clinician-patient relationship.

3. Accounts, Authorized Users, and Security

3.1 Registration. Customer must provide accurate, current, and complete registration information and must keep it current. Soli may refuse, suspend, or terminate any account for inaccurate or incomplete registration information.

3.2 Authorized Users. Customer may permit Authorized Users to access the Services subject to the license and restrictions in this Agreement. Customer is responsible for: (a) provisioning and promptly deprovisioning Authorized User accounts, including on personnel departure; (b) assigning roles consistent with the minimum necessary standard;

(c) ensuring each Authorized User complies with this Agreement and the Acceptable Use Policy; and (d) all acts and omissions of its Authorized Users, which are deemed acts and omissions of Customer.

3.3 Credentials and account security. Customer is responsible for maintaining the confidentiality of all credentials used to access the Services and for all activity occurring under its account. Customer must require strong, unique passwords and must not share credentials among individuals.

3.4 Encryption keys and password-derived key wrapping. Customer acknowledges that certain Soli features are designed so that decryption keys are derived from Authorized User credentials and are not recoverable by Soli.

Accordingly, if Authorized Users lose their credentials or recovery material, Soli may be technically unable to restore access to affected Customer Data, and such data may be permanently unrecoverable. Customer is solely responsible for maintaining custody of recovery codes and for maintaining sufficient administrative accounts to preserve access to its own data.

Non-binding summary. Soli's encryption is designed so that we cannot read your data. The trade-off is real: if every person who can unlock a line loses their password and recovery codes, we cannot get that data back for you. Keep at least two administrator accounts and store recovery codes safely.

3.5 Security features. Soli makes multi-factor authentication (including time-based one-time passwords and WebAuthn security keys or passkeys) available to Customer. Customer is responsible for deciding whether to require these features and for configuring the Services consistently with Customer's own HIPAA Security Rule risk analysis.

3.6 Unauthorized access. Customer must notify Soli without unreasonable delay, and in any event within twenty-four (24) hours, at support@meetsoli.com upon becoming aware of any unauthorized access to or use of the Services or Customer's account. Notification obligations regarding PHI are governed by the BAA and, in the event of conflict, the BAA controls.

4. The Services; License; Modifications

4.1 License grant. Subject to Customer's compliance with this Agreement and payment of applicable fees, Soli grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable right during the Subscription Term to access and use the Services and Documentation for Customer's internal business purposes.

4.2 Restrictions. Customer must not, and must not permit any third party to: (a) resell, sublicense, time-share, or provide the Services as a service bureau to any third party other than in the ordinary course of Customer's own practice; (b) reverse engineer, decompile, or attempt to derive source code from the Services except to the extent that restriction is unenforceable under applicable law; (c) circumvent or test any security, rate-limiting, or tenancy control; (d) use the Services to build a competing product or to benchmark for publication without Soli's prior written consent; (e) remove or obscure any proprietary notice; or (f) use the Services in violation of the Acceptable Use Policy or applicable law.

4.3 Changes to the Services. Soli may modify, enhance, or discontinue features of the Services from time to time. Soli will not materially decrease the overall functionality of a paid Service during a paid Subscription Term without providing at least thirty (30) days' prior notice. If Soli discontinues a material feature that Customer materially relies upon, Customer's exclusive remedy is to terminate the affected Service under Section 14.3 and receive a pro-rata refund of prepaid, unused fees for the terminated portion of the Subscription Term.

4.4 Support. Soli provides support as described at <https://meetsoli.com/support>. Unless an Order Form states otherwise, no service-level agreement, uptime commitment, or credit regime applies to the Services.

5. Subscription, Fees, Billing, and Taxes

5.1 Fees. Customer will pay the fees stated in the applicable Order Form. Fees may include recurring subscription charges, per-Authorized-User charges, per-number charges, and usage-based charges for telephony, messaging, fax, storage, or AI processing. Except as expressly stated in this Agreement, all fees are non-refundable and all payment obligations are non-cancelable.

5.2 Billing through Stripe. Soli bills through Stripe, Inc. as its payment processor. Customer authorizes Soli and Stripe to charge Customer's designated payment method for all fees when due, including recurring and usage-based charges. Customer's payment card and bank details are collected and stored by Stripe under Stripe's own terms; Soli does not store full payment card numbers. Customer is responsible for maintaining a valid payment method on file.

5.3 Usage-based charges. Telephony, messaging, fax, and certain AI charges are metered and billed in arrears based on Soli's records of usage, which will be the authoritative record absent manifest error. Customer is responsible for all usage under its account, including usage resulting from compromised credentials, misconfiguration, or the acts of its Authorized Users.

5.4 Taxes and regulatory surcharges. Fees are exclusive of taxes. Customer is responsible for all sales, use, value-added, gross-receipts, excise, telecommunications, and similar taxes, and for regulatory fees, surcharges, and assessments that may be imposed on the Services, excluding taxes based on Soli's net income. Soli may invoice such amounts as separate line items and may adjust them without prior notice as required by law or by a carrier or regulator.

5.5 Automatic renewal. UNLESS CUSTOMER CANCELS BEFORE THE END OF THE THEN-CURRENT SUBSCRIPTION TERM, THE SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL IN LENGTH TO THE THEN-EXPIRING TERM, AND CUSTOMER'S PAYMENT METHOD WILL BE CHARGED THE THEN-CURRENT FEES. Customer may cancel auto-renewal at any time through the account settings in the Services or by written notice under Section 20.3, effective at the end of the then-current Subscription Term.

5.6 Price changes. Soli may change its fees effective as of the start of any renewal term by giving Customer at least thirty (30) days' prior notice. If Customer does not accept the change, Customer's exclusive remedy is to cancel auto-renewal before the renewal date. Changes to pass-through telecommunications taxes, regulatory surcharges, and carrier-imposed fees are governed by Section 5.4 and may take effect on shorter notice.

5.7 Late payment and suspension. Undisputed amounts not paid when due accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If any amount is more than ten (10) days past due, Soli may, after providing at least seven (7) days' written notice and an opportunity to cure, suspend Customer's access to the Services in whole or in part until payment is made.

5.8 Effect of suspension on telephony. CUSTOMER ACKNOWLEDGES THAT SUSPENSION OF SOLI LINE FOR NON-PAYMENT WILL INTERRUPT CUSTOMER'S ABILITY TO PLACE AND RECEIVE CALLS AND MESSAGES ON ITS BUSINESS NUMBERS, AND MAY, AFTER THE PERIOD STATED IN SECTION 9.6, RESULT IN LOSS OF ASSIGNED TELEPHONE NUMBERS. Customer is responsible for maintaining alternative means of contact for its patients.

5.9 Disputed charges. Customer must notify Soli in writing of any disputed charge within thirty (30) days after the invoice or charge date, failing which the charge is deemed accepted. The parties will cooperate in good faith to resolve disputed amounts; Customer must pay all undisputed amounts when due.

5.10 Refunds. Except as expressly provided in Sections 4.3 and 14.3, fees are non-refundable, including for partial periods, unused Authorized User seats, and unused usage allowances. Nothing in this Section limits any non-waivable refund right under applicable law.

6. Customer Data; Ownership; Permitted Use

6.1 Ownership. As between the parties, **Customer owns all right, title, and interest in and to Customer Data**, including all PHI. No ownership right in Customer Data transfers to Soli under this Agreement.

6.2 Limited license to Soli. Customer grants Soli a limited, non-exclusive, worldwide, royalty-free license to host, store, transmit, encrypt, decrypt, display, reformat, and otherwise process Customer Data **solely to the extent necessary to** (a) provide, maintain, secure, and support the Services for Customer; (b) prevent or address technical or security problems; and (c) comply with law. This license extends to Subprocessors only as necessary for those purposes, and terminates when Customer Data is deleted in accordance with Section 14.5, except for residual copies described in Section 14.6.

6.3 No sale of Customer Data. Soli does not sell Customer Data, and does not share Customer Data for cross-context behavioral advertising. Soli does not license, rent, or otherwise make Customer Data available to data brokers, advertisers, or any third party for that third party's own purposes.

6.4 No use of PHI for AI model training. Soli does not use PHI to train, fine-tune, or otherwise improve any artificial intelligence or machine learning model, whether Soli's own or a third party's. Soli will contractually require its AI Subprocessors not to use Customer Data transmitted through the Services to train or improve their models. AI processing performed to deliver the Services in real time — for example, generating a receptionist response during a live call — is a permitted use under Section 6.2 and is not model training.

6.5 Usage Data. Soli may collect and use technical and operational data about the configuration, performance, and use of the Services ("**Usage Data**") to operate, secure, support, and improve the Services and to produce aggregated statistics. Usage Data excludes Customer Data and excludes PHI, and Soli will not publish or disclose Usage Data in a form that identifies Customer, any Authorized User, or any End User.

6.6 Customer responsibility for Customer Data. Customer represents and warrants that it has all rights, consents, authorizations, and legal bases necessary for Customer Data to be submitted to and processed by the Services as contemplated by this Agreement, including any consents required from End Users. Customer is responsible for the accuracy, quality, legality, and appropriateness of Customer Data.

6.7 Backups are Customer's responsibility. Soli maintains backups for its own disaster-recovery purposes as described in its security documentation. **Those backups are not a data-retention or records-retention service for Customer, and Soli does not guarantee that any particular item of Customer Data can be restored on request.** Customer is responsible for maintaining its own designated record set and for exporting data it is required to retain, including under 45 C.F.R. §164.316(b)(2) and applicable state medical-records retention law.

7. HIPAA and the Business Associate Agreement

7.1 Roles. Where Customer is a Covered Entity (or a Business Associate of a Covered Entity) and Soli creates, receives, maintains, or transmits PHI on Customer's behalf, Soli acts as Customer's Business Associate with respect to that PHI.

7.2 BAA required; execution and versioning. Customer must execute the BAA before submitting any PHI to the Services. The BAA is made available at the Business Associate Agreement and is accepted by clickwrap through the Services or by separate written execution. Each version of the BAA is individually numbered and dated, and the version in effect is the version Customer most recently accepted. Soli will provide notice of any material amendment to the BAA in accordance with the amendment provisions of the BAA itself; Soli will not amend the BAA by amending these Terms.

7.3 Incorporation and precedence. The executed BAA is incorporated into this Agreement by reference. **With respect to PHI, the BAA controls, and in the event of any conflict or inconsistency between the BAA and any other part of this Agreement, the terms of the BAA govern.** This includes any conflict with Section 6 (Customer Data), Section 11 (Third-Party Services and Subprocessors), Section 14 (Term and Termination), Section 15 (Disclaimers), and Section 16 (Limitation of Liability), except as expressly stated in Section 16.4.

7.4 No PHI without a BAA. If Customer has not executed a BAA, Customer must not submit PHI to the Services. Customer's submission of PHI in the absence of an executed BAA is a material breach of this Agreement, and Customer is solely responsible for any resulting regulatory exposure.

7.5 Customer compliance obligations. Customer remains solely responsible for its own compliance with HIPAA and other applicable law, including conducting its own security risk analysis under 45 C.F.R. §164.308(a)(1)(ii)(A), maintaining its own policies and workforce training, issuing its Notice of Privacy Practices, obtaining any authorizations required for uses and disclosures, and making breach notifications for which it is responsible. Configuration decisions within the Services — including which features to enable, who receives access, and what data is collected — are Customer's decisions.

7.6 42 C.F.R. Part 2 and other heightened regimes. Customer must notify Soli in writing before submitting to the Services any records subject to 42 C.F.R. Part 2 (substance use disorder treatment records) or to any other regime imposing consent, segmentation, or redisclosure restrictions more stringent than HIPAA. Absent a separate written addendum executed by both parties, the Services are not configured to apply Part 2 redisclosure notices or segmentation controls, and Customer must not rely on the Services to satisfy those requirements.

8. Acceptable Use

8.1 Incorporation. Customer and its Authorized Users must comply with the Soli Acceptable Use Policy located at the Acceptable Use Policy, which is incorporated into this Agreement by reference and may be updated in accordance with Section 20.9.

8.2 Enforcement. Soli may investigate suspected violations and may suspend or restrict access to the Services, remove or disable access to offending content, or terminate the account under Section 14.2 for a violation of the Acceptable Use Policy. Where practicable and lawful, Soli will provide notice and an opportunity to cure before suspension, except where immediate action is necessary to prevent harm, protect the Services or other customers, or comply with law or a carrier or regulator directive.

9. Soli Line — Telephony Terms

This Section 9 applies to Customer's use of Soli Line. It is in addition to, and in the event of conflict controls over, the other provisions of these Terms with respect to voice, SMS/MMS, voicemail, and fax services.

9.1 Nature of the service

Soli Line is a software-based communications service delivered over the public internet in cooperation with underlying telecommunications carriers and communications-platform providers identified at the Subprocessor List. Soli Line is not a traditional landline or wireless telephone service, and it does not function in the same way. Soli Line requires functioning broadband internet, electrical power, and Customer's own devices; **it will not operate during an internet outage, a power failure, or a failure of Customer's device or local network.**

9.2 NO 911 OR EMERGENCY CALLING — CRITICAL LIMITATION

SOLI LINE DOES NOT SUPPORT 911, E911, 988, OR ANY OTHER EMERGENCY CALLING SERVICE. CUSTOMER AND ITS AUTHORIZED USERS CANNOT USE SOLI LINE TO CALL 911 OR TO REACH EMERGENCY SERVICES OF ANY KIND.

9.2.1 Soli Line does not route calls to a Public Safety Answering Point, does not transmit a callback number or dispatchable location to emergency authorities, does not maintain a registered service address for any line, and does not provide the functionality contemplated by 47 C.F.R. Part 9, Kari's Law, or the RAY BAUM'S Act. An attempted emergency call placed through Soli Line may fail entirely, may fail silently, or may connect without location or callback information.

9.2.2 CUSTOMER MUST AT ALL TIMES MAINTAIN AN ALTERNATIVE MEANS OF CONTACTING EMERGENCY SERVICES that does not depend on Soli Line — such as a traditional landline, a mobile telephone with an active cellular plan, or another interconnected voice service that supports 911. Customer must ensure that such an alternative is available at every location from which Soli Line is used and is accessible to every Authorized User.

9.2.3 NOTICE TO AUTHORIZED USERS. Customer must inform every Authorized User, before that Authorized User first uses Soli Line and periodically thereafter, that Soli Line cannot be used to call 911 or reach emergency services, and must identify the alternative means to be used instead. Customer must post or otherwise make this limitation conspicuous at each location where Soli Line is used.

9.2.4 NOTICE TO END USERS. Customer is responsible for ensuring that its patients and other End Users are instructed, through Customer's own intake materials, greetings, voicemail messages, after-hours protocols, and crisis procedures, to call 911 or an appropriate crisis line directly in an emergency rather than contacting the practice through Soli Line. **Soli Line is not an after-hours crisis line, an answering service for emergencies, or any part of a patient safety plan.**

9.2.5 ACKNOWLEDGMENT. BY ACCEPTING THESE TERMS AND BY ACTIVATING OR USING SOLI LINE, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS SECTION 9.2; THAT IT UNDERSTANDS SOLI LINE DOES NOT PROVIDE EMERGENCY CALLING; THAT IT WILL MAINTAIN AND COMMUNICATE ALTERNATIVE ARRANGEMENTS AS REQUIRED ABOVE; AND THAT IT ACCEPTS THE RISK OF THIS LIMITATION ON BEHALF OF ITSELF AND ITS AUTHORIZED USERS. CUSTOMER MUST NOT DEPLOY SOLI LINE IN ANY SETTING WHERE THE ABSENCE OF EMERGENCY CALLING WOULD CREATE A RISK TO ANY PERSON'S HEALTH OR SAFETY.

9.2.6 ALLOCATION OF RISK. To the maximum extent permitted by applicable law, Soli, its affiliates, and its carriers and Subprocessors disclaim all liability for any claim, loss, injury, or damage arising from or relating to the inability to place or complete an emergency call through Soli Line, or from the absence of location or callback information on any such attempted call, and Customer releases them from all such claims. Section 16.5 addresses the limits of this allocation.

Non-binding summary. This is the single most important limitation in this document. Soli Line is a business phone service for scheduling, intake, and routine communication. It is not wired into the 911 system at all. Every person in your practice needs a real phone that can dial 911, and your patients need to be told to dial 911 or 988 themselves in a crisis rather than calling or texting the practice line.

9.3 Regulatory status and Customer cooperation

Soli's classification under federal and state telecommunications law is under review. Soli may be required to collect registered service addresses, identity information, or other data to satisfy carrier, FCC, state commission, or law-enforcement requirements, and Customer will promptly provide accurate information on request. Failure to provide required information may result in suspension or loss of numbers. Customer must not misrepresent the location from which it uses Soli Line.

9.4 Call and voicemail recording; consent

9.4.1 Recording occurs automatically. Voicemail is recorded automatically when a call is not answered, and calls handled by the AI receptionist involve recording, streaming, and transcription of call audio. **Soli does not currently provide a configurable pre-recording disclosure, a periodic beep tone, an all-party-consent workflow, or per-jurisdiction one-party/two-party consent logic.** Customer must not assume any such control exists.

9.4.2 Customer is solely responsible for consent. Customer is solely responsible for determining what notice and consent are legally required for the recording, monitoring, transcription, and AI processing of calls, voicemails, and messages under the federal Wiretap Act (18 U.S.C. §2510 et seq.), state wiretap and eavesdropping statutes — including all-party-consent statutes such as the California Invasion of Privacy Act, and the statutes of Florida, Illinois, Pennsylvania, Washington, and Massachusetts, among others — and any other applicable law, and for obtaining and documenting that consent from every required party before recording occurs.

9.4.3 Customer implementation. Because the Services do not supply the control, Customer must implement any required disclosure through means within its control, such as a recorded greeting configured by Customer, written notice in intake documents, or verbal disclosure by Authorized Users, and must configure or disable recording features accordingly. Customer must not enable recording features in any jurisdiction where it has not satisfied applicable consent requirements.

9.4.4 Express indemnity for consent failures. Customer will defend, indemnify, and hold harmless the Soli Indemnitees (as defined in Section 17.1) from and against any and all claims, demands, actions, proceedings, statutory damages, penalties, judgments, settlements, and expenses (including reasonable attorneys' fees) arising out of or relating to the recording, monitoring, interception, transcription, or AI processing of any call, voicemail, or message in the absence of all legally required consents, including claims brought by an End User or other non-party to this Agreement. This indemnity is in addition to the indemnities in Section 17 and is not subject to any limitation of liability in Section 16.

Non-binding summary. Recording turns on by itself, and we do not yet have a setting that plays a "this call is being recorded" message for you. In two-party-consent states, an unconsented recording can carry statutory damages per call. If you have callers in California, Florida, Illinois, Pennsylvania, Washington, or Massachusetts, get consent in writing at intake and say so out loud, or do not use the recording features.

9.5 SMS/MMS, TCPA, and 10DLC

9.5.1 Consent. Customer is solely responsible for obtaining, documenting, and maintaining all consents required to send text messages to End Users, including prior express consent and, where applicable, prior express written consent under the Telephone Consumer Protection Act (47 U.S.C. §227) and its implementing rules, and for complying with state telemarketing and mini-TCPA statutes.

9.5.2 Opt-out. Customer must honor all opt-out requests promptly and in any event within the period required by law, must not re-message an opted-out recipient absent renewed consent, and must not attempt to defeat, suppress, or work around any opt-out mechanism provided by the Services or by a carrier.

9.5.3 10DLC and campaign registration. Messaging on U.S. carrier networks requires brand and campaign registration (10DLC) with carrier registries. Customer must provide accurate, complete, and current registration information, including its legal entity name, tax identification number, and a truthful description of its messaging use case and opt-in flow. **Customer is responsible for the accuracy of all registration information it supplies, and for any carrier fine, surcharge, throughput restriction, campaign rejection, or number blocking resulting from inaccurate registration or non-conforming traffic.** Soli does not guarantee approval of any brand or campaign registration, any particular throughput, or delivery of any particular message.

9.5.4 Prohibited traffic. Customer must not use the Services to send unlawful robocalls or artificial or prerecorded voice messages, to send unsolicited commercial messages, to send SHAFT-category content (sex, hate, alcohol, firearms, tobacco), to engage in snowshoeing, number rotation, or traffic pumping, or to transmit misleading or spoofed caller identification in violation of the Truth in Caller ID Act.

9.5.5 Message content and PHI. Customer is responsible for determining what information may lawfully and appropriately be sent by SMS/MMS to a given recipient, including whether the recipient has agreed to receive PHI by unencrypted text message. Customer acknowledges that message content transits carrier networks and Subprocessor systems as described in Section 11.

9.6 Telephone numbers: provisioning, porting, and termination

9.6.1 No ownership of numbers. Telephone numbers assigned to Customer are assigned, not sold. Except to the extent of a legal right to port, Customer acquires no ownership or property right in any number, and numbers remain subject to reassignment, recall, or change by carriers, number administrators, or regulators.

9.6.2 Porting in. Soli will make commercially reasonable efforts to port in numbers Customer requests, but porting depends on the losing carrier and on information accuracy. Soli does not guarantee that any number can be ported, or that porting will complete by any particular date. Customer must not cancel service with its prior provider until porting has completed.

9.6.3 Porting out. Customer may port its numbers away at any time while its account is active and in good standing, subject to applicable porting rules and payment of all amounts due. **Customer is responsible for initiating and completing any port-out before termination takes effect.**

9.6.4 Numbers on termination or suspension. Following termination or expiration of the applicable Service, or following a suspension that continues for more than thirty (30) days, Soli may release Customer's assigned numbers back to the underlying carrier or number pool. **Once released, a number cannot be recovered, and the number may be reassigned to an unrelated party.** Customer is solely responsible for updating its website, directory listings, prescriptions, insurance filings, and patient communications accordingly.

Non-binding summary. If you leave, port your numbers out first. After a number is released we cannot get it back, and someone else may end up with a line your patients are still calling.

9.7 Carrier and third-party dependency; no guarantee of service

Soli Line depends on facilities, networks, and services operated by third parties, including underlying carriers, communications-platform providers, internet service providers, and mobile operating-system push-notification services. **Soli does not control those third parties and does not guarantee uninterrupted, error-free, secure, or timely voice, message, fax, or notification delivery.** Call quality, latency, message deliverability, fax transmission success, and notification delivery may be degraded or fail for reasons outside Soli's control, including network congestion, carrier filtering, spam-label application to Customer's numbers, outages, maintenance, and regulatory or carrier action. Soli may modify routing, carriers, or Subprocessors at any time subject to Section 11.

9.8 Fax

Fax transmission over internet protocol is inherently less reliable than transmission over analog lines. Soli does not guarantee successful transmission or receipt of any fax and does not guarantee delivery confirmation accuracy. Customer must not rely on the fax feature for time-critical clinical or legal transmissions without independent confirmation of receipt.

9.9 CPNI

To the extent Soli comes into possession of customer proprietary network information as defined at 47 C.F.R. §64.2003, Soli will treat it as confidential and use and disclose it only as permitted by law. Customer is responsible for its own obligations, if any, with respect to CPNI of its personnel.

10. AI Features

10.1 Description

The Services include artificial intelligence features, which currently comprise: (a) the **AI receptionist**, which answers inbound calls to Soli Line, converts speech to text, generates a response using a large language model, and speaks that response to the caller; (b) **AI-assisted transcription** of calls and voicemail; (c) an **AI web chat** widget that Customer may embed on its website; and (d) **AI-assisted generation of form fields and content** in Soli Forms (collectively, "**AI Features**"). AI Features are delivered in part by third-party model providers identified at the Subprocessor List.

10.2 Output may be inaccurate

AI Features are probabilistic and may produce output that is inaccurate, incomplete, misleading, outdated, biased, or fabricated, including output that appears confident and authoritative. Soli makes no representation or warranty as to the accuracy, completeness, reliability, or fitness of any AI-generated output. Transcriptions may contain errors, including misattributed speakers, omitted words, and materially incorrect terms.

10.3 Not medical advice; no clinical reliance

AI Features do not provide medical, psychological, psychiatric, diagnostic, therapeutic, or legal advice, and are not a substitute for professional judgment. Customer and its Authorized Users must not rely on any AI-generated output for any clinical decision, including triage, risk assessment, diagnosis, treatment planning, medication, referral, scheduling urgency, or determination of whether a patient requires immediate attention. AI Features are not a medical device, are not cleared or approved by any regulatory authority for any clinical use, and must not be used as one.

10.4 Customer review obligation

Customer is solely responsible for reviewing, verifying, and approving all AI-generated content before relying on it, acting on it, entering it into a medical record, or transmitting it to any End User or third party. Customer is responsible for the content and consequences of AI-generated communications sent under its name, its numbers, or its brand, to the same extent as if an Authorized User had composed them.

10.5 No monitoring, safety, or emergency-response service

The Services include a **crisis-keyword detection** feature that scans certain message content on a user's device for terms associated with suicide or self-harm and may alter local notification behavior, including bypassing do-not-disturb settings.

10.5.1 This feature is a notification convenience only. It is not a monitoring service, a safety service, a screening or risk-assessment tool, a crisis-intervention service, or an emergency-response service, and Customer must not rely on it as one. It does not summon help, does not contact emergency services, does not contact a crisis line, does not notify Soli personnel, and does not guarantee that any human being will see, read, or respond to any message.

10.5.2 The feature operates only on a limited set of terms, only on supported devices, only when the application is installed and functioning, and only when notification delivery succeeds. **It will fail to detect risk expressed in language it does not match, in non-textual form, in voice content, or on an unsupported or offline device. It may also produce false positives.**

10.5.3 More generally, **Soli does not monitor Customer Data, does not review calls, voicemails, messages, or form submissions for content indicating risk, and has no duty to detect, escalate, warn of, or respond to any indication that any person may be at risk of harm.** Customer remains solely responsible for its own clinical monitoring, coverage, on-call, crisis, duty-to-warn, and emergency protocols, and for ensuring those protocols do not depend on the Services. Section 9.2 applies with full force to any situation in which emergency assistance may be required.

Non-binding summary. The keyword alert is meant to help a clinician notice a message sooner on their own phone. It is not a watch service. Nobody at Soli is reading your messages, no alarm goes anywhere, and it will miss things. Your crisis plan must work exactly as well if this feature did not exist.

10.6 AI disclosure to End Users

Soli's AI receptionist is configured to disclose to callers that they are speaking with an artificial intelligence, and the web chat widget presents a default notice. Customer is responsible for reviewing, and where necessary supplementing, these disclosures to satisfy applicable state law governing AI disclosure, chatbot disclosure, and mental-health chatbot restrictions, which vary by jurisdiction and change frequently. Customer must not disable or alter an AI-disclosure notice in a manner that renders it inaccurate or unlawful.

10.7 Content submitted to AI Features

Customer acknowledges that content submitted to or captured by AI Features — including live call audio, transcripts, message bodies, and chat text — is processed by the AI Subprocessors identified at the Subprocessor List, and that a notice asking End Users not to share sensitive information does not prevent them from doing so. Customer is responsible for deciding which AI Features to enable in light of that processing and of the BAA. Section 6.4 governs model training.

11. Third-Party Services and Subprocessors

11.1 Subprocessors. Soli engages Subprocessors to provide the Services, including cloud hosting, communications and carrier services, payment processing, and AI inference. A current list is maintained at the Subprocessor List. **Customer acknowledges that the provision of Soli Line and of AI Features necessarily involves the transmission**

of, and in some cases the storage and processing of, call audio, voicemail recordings, message content, and transcriptions by communications and AI Subprocessors, and that such content may constitute PHI. The BAA governs Soli's obligations with respect to Subprocessor engagement for PHI, including the flow-down obligations required by 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b), and controls over this Section to the extent of any conflict.

11.2 Changes to Subprocessors. Soli may add or replace Subprocessors and will provide notice as specified in the BAA or, where the BAA does not apply, by updating the Subprocessor List. Customer's objection rights, if any, are as set out in the BAA.

11.3 Third-Party Services. The Services may interoperate with third-party products that Customer chooses to connect, including calendar, email, electronic health record, and payment systems ("**Third-Party Services**"). Third-Party Services are provided by their own providers under their own terms. **Soli does not control, endorse, or assume responsibility for Third-Party Services**, and Customer's decision to enable an integration and to authorize the transfer of Customer Data to a Third-Party Service is Customer's own, made at Customer's risk. Customer is responsible for entering into any business associate agreement required with the provider of a Third-Party Service. Disabling or discontinuing an integration may impair Service functionality, and Soli is not liable for such impairment.

12. Intellectual Property; Feedback; Beta Features

12.1 Soli property. Soli and its licensors retain all right, title, and interest in and to the Services, the Documentation, the software, models, algorithms, user interfaces, templates, and all related intellectual property, including all modifications and derivative works. All rights not expressly granted in Section 4.1 are reserved.

12.2 Customer marks. Customer grants Soli a limited license to use Customer's name and logo solely to configure and display the Services on Customer's behalf (for example, on Customer's forms and web chat widget). Soli will not use Customer's name or logo in marketing or as a customer reference without Customer's prior written consent.

12.3 Feedback. If Customer or an Authorized User provides suggestions, enhancement requests, or other feedback regarding the Services ("**Feedback**"), Customer grants Soli a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable license to use, reproduce, modify, and exploit that Feedback for any purpose without obligation or attribution. Feedback must not include Customer Data or PHI.

12.4 Beta features. Soli may make features available that are identified as alpha, beta, preview, early access, or experimental ("**Beta Features**"). BETA FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, ARE EXCLUDED FROM ANY COMMITMENT REGARDING AVAILABILITY OR SUPPORT, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME WITHOUT NOTICE. Soli's total liability arising out of Beta Features is limited to the maximum extent permitted by law. **Customer must not submit PHI to a Beta Feature unless Soli has stated in writing that the Beta Feature is within the scope of the BAA.**

13. Confidentiality

13.1 Definition. "**Confidential Information**" means non-public information disclosed by one party (the "**Discloser**") to the other (the "**Recipient**") that is designated as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Soli's Confidential Information includes the Services, Documentation, pricing (other than published list pricing), and security and architecture information. Customer's Confidential Information includes Customer Data. PHI is governed by the BAA rather than this Section.

13.2 Exclusions. Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient; (b) was rightfully known to the Recipient without restriction before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

13.3 Obligations. The Recipient will (a) use the Discloser's Confidential Information only as necessary to perform under this Agreement, (b) protect it using at least the degree of care it uses for its own confidential information of like importance and in no event less than reasonable care, and (c) disclose it only to personnel and professional advisors who need to know it and who are bound by confidentiality obligations no less protective than this Section.

13.4 Compelled disclosure. The Recipient may disclose Confidential Information to the extent required by law or valid legal process, provided that it gives the Discloser prompt notice where legally permitted and reasonable cooperation in seeking protective treatment. Disclosure of PHI in response to legal process is governed by the BAA.

13.5 Duration. These obligations continue for three (3) years after the disclosure, except that obligations with respect to trade secrets continue for as long as the information remains a trade secret under applicable law, and obligations with respect to Customer Data continue for as long as Soli retains it.

14. Term, Termination, and Data Handling

14.1 Term. This Agreement begins on the earlier of Customer's acceptance or Customer's first use of the Services and continues through the end of the Subscription Term, including renewals, unless terminated as provided in this Section 14.

14.2 Termination for cause. Either party may terminate this Agreement or an affected Order Form upon written notice if the other party materially breaches this Agreement and fails to cure within thirty (30) days after receiving written notice describing the breach. Soli may terminate immediately, without a cure period, if (a) Customer's use presents a material security, legal, or regulatory risk to Soli, its other customers, or its carriers; (b) Customer materially violates the Acceptable Use Policy or Section 9.5.4; (c) Customer submits PHI without an executed BAA in breach of Section 7.4; or (d) required by a carrier, regulator, or applicable law. Either party may terminate immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings not dismissed within sixty (60) days.

14.3 Termination for convenience. Customer may terminate for convenience effective at the end of the then-current Subscription Term by cancelling auto-renewal under Section 5.5. Soli may terminate for convenience upon at least sixty (60) days' prior written notice, in which case Soli will refund prepaid, unused fees for the terminated portion of the Subscription Term. Where Customer terminates for Soli's uncured material breach under Section 14.2, Soli will refund prepaid, unused fees for the terminated portion of the Subscription Term.

14.4 Effect of termination. Upon termination or expiration: (a) all licenses granted to Customer terminate and Customer must cease using the Services; (b) all fees accrued through the effective date of termination become immediately due; (c) Section 9.6.4 governs telephone numbers; and (d) the provisions identified in Section 20.11 survive.

14.5 Data export. For thirty (30) days after the effective date of termination or expiration (the "**Export Period**"), Soli will, upon Customer's written request and provided Customer's account is not suspended for non-payment or for a Section 14.2 cause termination, make Customer Data available for export through the Services' export functionality or another commercially reasonable means. **Because portions of Customer Data are encrypted with keys derived**

from Authorized User credentials and not recoverable by Soli (Section 3.4), Customer must perform any export requiring decryption using its own credentials while those credentials remain valid. Soli has no obligation to retain Customer Data after the Export Period.

14.6 Deletion; retention windows are maxima. After the Export Period, Soli will delete or destroy Customer Data in its production systems in accordance with the BAA and this Section. The periods stated below are **maximum** target windows, not guarantees of instantaneous deletion, and Customer should not rely on any shorter period:

- **Production records.** Soli will initiate deletion of Customer Data from active production systems within thirty (30) days after the end of the Export Period. Certain deletion steps are performed manually as well as programmatically; Soli will use commercially reasonable efforts to complete and record deletion but does not warrant completion by any specific hour or day within that window.
- **Time-to-live expiry.** Certain records are subject to automatic expiry policies in Soli's datastore. **Deletion under those policies is eventual rather than immediate, and a record may persist for up to seventy-two (72) hours after its nominal expiry.**
- **Backups and archives. Customer Data may persist in encrypted backups, snapshots, and archival copies after deletion from production systems.** Soli does not perform targeted deletion from backup media. Such copies are overwritten or expired on Soli's ordinary backup and archive cycle, which includes rolling backups retained for approximately thirty (30) days and periodic archival copies retained for up to six (6) years. Soli will not restore deleted Customer Data from backup media except in the course of a disaster-recovery event, and will continue to protect such copies in accordance with the BAA and Section 13 for as long as they are retained.
- **Audit logs.** Records of access to and activity within the Services are retained for six (6) years to satisfy 45 C.F.R. §164.316(b)(2). These logs record who did what and when; they are designed not to contain PHI values.
- **Legal hold and legal requirement.** Soli may retain Customer Data where required by law, regulation, or a preservation obligation, for as long as required.

Non-binding summary. We do not promise instant, everywhere deletion, because that would not be true. Deletion from the live system happens on request within about a month; automatic expiry can lag up to three days; and encrypted backup copies age out on a fixed schedule that we do not reach into. Export what you need before you go.

14.7 Certification. Upon Customer's written request made within the Export Period, Soli will provide written confirmation when production-system deletion has been completed, describing any Customer Data retained under Section 14.6 and the basis for its retention.

15. Warranties and Disclaimers

15.1 Mutual warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

15.2 Soli warranty. Soli warrants that it will provide the Services in a professional and workmanlike manner consistent with generally accepted industry practice, and that it will maintain administrative, physical, and technical safeguards for Customer Data as described in the BAA. Customer's exclusive remedy, and Soli's entire liability, for breach of this Section 15.2 is for Soli to re-perform the deficient Services or, if Soli cannot do so within a reasonable period, for Customer to terminate the affected Service under Section 14.2 and receive a refund of prepaid, unused fees.

15.3 GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN SECTION 15.2 AND IN THE BAA, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, THE DOCUMENTATION, AND ALL AI FEATURES, BETA FEATURES, AND THIRD-PARTY SERVICES ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. SOLI AND ITS LICENSORS AND SUBPROCESSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

15.4 NO WARRANTY OF UNINTERRUPTED OR ERROR-FREE OPERATION. SOLI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT ANY CALL, MESSAGE, FAX, VOICEMAIL, NOTIFICATION, OR FORM SUBMISSION WILL BE TRANSMITTED, DELIVERED, RECEIVED, OR RETAINED WITHOUT LOSS OR DELAY; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

15.5 NO WARRANTY OF REGULATORY COMPLIANCE. SOLI DOES NOT WARRANT, AND NOTHING IN THIS AGREEMENT OR IN ANY SOLI MATERIAL SHOULD BE READ TO REPRESENT, THAT CUSTOMER'S USE OF THE SERVICES WILL BY ITSELF CAUSE CUSTOMER TO BE IN COMPLIANCE WITH HIPAA OR ANY OTHER LAW.

HIPAA compliance is an attribute of a covered entity's overall program — its risk analysis, policies, workforce training, access management, physical safeguards, contracting, and incident response — and cannot be conferred by any vendor's software. Soli offers specific technical capabilities, including end-to-end encryption of designated content, encryption of designated fields using managed keys, per-practice tenancy isolation, multi-factor authentication options, and per-practice audit logging, and Soli hosts the Services on HIPAA-eligible Google Cloud infrastructure under a signed business associate agreement with that provider. **Those are capabilities, not a certification.** Soli makes no representation that it holds any compliance certification or attestation except as expressly stated in a writing signed by Soli. Customer is responsible for evaluating whether the Services, as Customer configures and uses them, meet Customer's legal obligations.

15.6 NO CLINICAL OR PROFESSIONAL WARRANTY. SOLI DOES NOT PROVIDE MEDICAL, CLINICAL, PSYCHOLOGICAL, OR LEGAL SERVICES OR ADVICE. NO PART OF THE SERVICES, INCLUDING ANY AI FEATURE, IS A MEDICAL DEVICE OR A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, AND SOLI DISCLAIMS ALL WARRANTIES RELATING TO CLINICAL OUTCOMES.

15.7 Statutory limits. Some jurisdictions do not allow the exclusion of certain warranties. To the extent an exclusion in this Section 15 is prohibited, that exclusion does not apply to Customer, and the remaining exclusions remain in full force.

16. Limitation of Liability

16.1 EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ANY OF SOLI'S LICENSORS OR SUBPROCESSORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, PATIENTS, ANTICIPATED SAVINGS, OR DATA, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16.2 GENERAL CAP. SUBJECT TO SECTIONS 16.3 THROUGH 16.6, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO SOLI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

16.3 Exclusions from the cap — Customer. The cap in Section 16.2 does not apply to Customer's payment obligations under Section 5 or to Customer's indemnification obligations under Sections 9.4.4 and 17.2.

16.4 Enhanced cap for BAA breach. Notwithstanding Section 16.2, Soli's total aggregate liability for (a) Soli's breach of its obligations under the BAA, and (b) a Security Incident or Breach of Unsecured PHI (as those terms are defined in the BAA) caused by Soli's failure to implement the safeguards it has committed to in the BAA, will not exceed the greater of (i) the total fees paid by Customer to Business Associate in the twelve (12) months immediately preceding the event giving rise to the claim or (ii) the total fees paid or payable by Customer to Soli during the twenty-four (24) months immediately preceding the event first giving rise to the claim. This enhanced cap is the sole enhancement to Section 16.2 for such claims and does not create liability that would not otherwise exist.

16.5 Exclusions required by law. Nothing in this Agreement limits or excludes either party's liability for: (a) fraud or fraudulent misrepresentation; (b) gross negligence or willful misconduct, to the extent such liability cannot be limited under applicable law; (c) death or personal injury caused by that party's negligence; or (d) any other liability that cannot lawfully be limited or excluded.

Non-binding summary — read together with Section 9.2. Courts in many states will not enforce a liability cap or a release against a claim for personal injury or wrongful death. That matters here: Soli Line does not support 911, and if someone is harmed because an emergency call could not be placed, the caps in this Section may not protect either party. That is why Section 9.2 requires you to maintain a separate phone that can reach emergency services, and to tell your staff and your patients. Do not treat the contract as the safeguard — the alternative phone line is the safeguard.

16.6 Basis of the bargain; allocation. The limitations in this Section 16 apply in the aggregate to all claims, reflect an agreed allocation of risk between commercially sophisticated parties, and are an essential basis of the bargain. The fees for the Services would be materially higher without them.

16.7 Claims period. Except for claims for non-payment, no claim arising out of or relating to this Agreement may be brought more than one (1) year after the claiming party knew or reasonably should have known of the facts giving rise to the claim, to the extent such a limitation is enforceable under applicable law.

17. Indemnification

17.1 Definitions. "**Soli Indemnitees**" means Soli, its affiliates, and their respective officers, directors, employees, agents, and Subprocessors. "**Customer Indemnitees**" means Customer, its affiliates, and their respective officers, directors, employees, and agents.

17.2 Customer indemnity. Customer will defend the Soli Indemnitees against any claim, demand, suit, investigation, or proceeding brought by a third party (including an End User, an Authorized User, a regulator, or a state attorney general) and will indemnify and hold them harmless from resulting damages, penalties, statutory damages, fines, settlements, and reasonable attorneys' fees and costs, to the extent arising out of or relating to:

(a) Customer's or any Authorized User's use of the Services in violation of law, of this Agreement, or of the Acceptable Use Policy;

- (b) Customer's failure to obtain, document, or honor any consent, authorization, notice, or opt-out required in connection with the Services, including consents required for call, voicemail, or message recording, monitoring, transcription, or AI processing (Section 9.4), and consents required for SMS/MMS under the TCPA and state law (Section 9.5);
- (c) any clinical, diagnostic, treatment, triage, scheduling, or professional decision made by Customer or any Authorized User, including any decision informed by AI-generated output, and any alleged failure to detect, escalate, warn of, or respond to a patient's risk of harm;
- (d) Customer Data and any content transmitted, published, recorded, or stored through the Services by Customer, its Authorized Users, or its End Users, including any claim that such content infringes, defames, or violates the rights of any person;
- (e) Customer's submission of PHI without an executed BAA (Section 7.4), or submission of records subject to 42 C.F.R. Part 2 or comparable heightened regimes without the notice and addendum required by Section 7.6;
- (f) inaccurate or incomplete 10DLC or carrier registration information supplied by Customer, and any carrier fine, penalty, or assessment resulting from Customer's traffic (Section 9.5); and
- (g) any failure by Customer to maintain alternative emergency-calling arrangements or to provide the notices required by Section 9.2.

17.3 Soli indemnity for intellectual property claims. Soli will defend the Customer Indemnitees against any third-party claim alleging that the Services, as provided by Soli and used in accordance with this Agreement and the Documentation, infringe or misappropriate that third party's United States patent, copyright, trademark, or trade secret rights, and will indemnify and hold them harmless from damages and costs finally awarded or agreed in settlement.

17.4 Exclusions from Soli's indemnity. Soli has no obligation under Section 17.3 to the extent a claim arises from (a) Customer Data or any content supplied by Customer, its Authorized Users, or its End Users; (b) modification of the Services by anyone other than Soli; (c) combination of the Services with products, data, or services not provided by Soli, where the claim would not have arisen but for the combination; (d) use of the Services in violation of this Agreement or after notice to discontinue; (e) Third-Party Services; (f) Beta Features; or (g) output generated by AI Features.

17.5 Remedies for infringement. If the Services become, or in Soli's reasonable judgment are likely to become, the subject of an infringement claim, Soli may at its option and expense procure the right for Customer to continue using the Services, replace or modify the Services to be non-infringing while preserving materially equivalent functionality, or, if neither is commercially reasonable, terminate the affected Service on notice and refund prepaid, unused fees. Sections 17.3 through 17.5 state Soli's entire liability and Customer's exclusive remedy for any claim of intellectual property infringement.

17.6 Procedure. The indemnified party must (a) promptly notify the indemnifying party in writing of the claim, provided that failure to do so relieves the indemnifying party only to the extent it is materially prejudiced; (b) give the indemnifying party sole control of the defense and settlement, except that the indemnifying party may not settle any claim in a manner that imposes a non-indemnified obligation or admits fault on the indemnified party without its prior written consent, not to be unreasonably withheld; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnified party may participate in the defense with counsel of its own choosing at its own expense.

18. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES DISPUTES TO BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION RATHER THAN IN COURT AND WAIVES THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. CUSTOMER MAY OPT OUT UNDER SECTION 18.9 WITHIN THIRTY (30) DAYS.

18.1 Informal resolution first. Before initiating arbitration, the complaining party will send a written notice of dispute to the other party describing the dispute and the relief sought — to Soli at support@meetsoli.com, and to Customer at its account contact address. The parties will negotiate in good faith for sixty (60) days from receipt. This period is a condition precedent to arbitration and tolls any applicable limitations period.

18.2 Agreement to arbitrate. If the dispute is not resolved under Section 18.1, any dispute, claim, or controversy arising out of or relating to this Agreement or the Services, including its formation, breach, termination, enforceability, or validity, will be resolved by **final and binding arbitration** administered by the American Arbitration Association ("**AAA**") under its **Commercial Arbitration Rules** then in effect, and not in court. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq.

18.3 Arbitrator, seat, and procedure. The arbitration will be conducted before a single arbitrator, seated in **Denton County, Texas**, in English. Hearings may be conducted by videoconference by agreement of the parties or at the arbitrator's direction. The arbitrator has exclusive authority to resolve all threshold issues of arbitrability, except as provided in Section 18.6. The arbitrator may award any relief available in a court of competent jurisdiction, subject to the limitations in Section 16, and will issue a reasoned written award. Judgment on the award may be entered in any court of competent jurisdiction.

18.4 Fees. Filing, administrative, and arbitrator fees are governed by the AAA rules and the applicable AAA fee schedule. Each party bears its own attorneys' fees except where a statute or this Agreement provides otherwise, or where the arbitrator determines a claim or defense was frivolous or brought for an improper purpose. Nothing in this Section requires a party to bear costs that would render this arbitration agreement unenforceable under applicable law.

18.5 Small-claims carve-out. Either party may bring an individual claim in a small claims court of competent jurisdiction, in lieu of arbitration, so long as the claim remains in that court, is brought on an individual basis, and is within that court's jurisdictional limits.

18.6 Injunctive relief carve-out for intellectual property and confidentiality. Either party may seek temporary or preliminary injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement or misappropriation of its intellectual property rights or unauthorized disclosure of its Confidential Information, without first complying with Sections 18.1 through 18.3 and without waiving any right to arbitrate the underlying dispute.

18.7 CLASS ACTION WAIVER. ARBITRATION AND ANY PROCEEDING UNDER SECTION 18.5 OR 18.6 WILL BE CONDUCTED **ON AN INDIVIDUAL BASIS ONLY**. NEITHER PARTY MAY BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, OR REPRESENTATIVE ACTION, AND THE ARBITRATOR MAY NOT PRESIDE OVER ANY FORM OF CONSOLIDATED OR REPRESENTATIVE PROCEEDING OR AWARD RELIEF TO ANY PERSON OTHER THAN THE INDIVIDUAL PARTIES. CLAIMS OF TWO OR MORE CUSTOMERS MAY NOT BE JOINED OR CONSOLIDATED WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES AND SOLI.

18.8 Severability specific to the class waiver. If Section 18.7 is found to be unenforceable or invalid as to any claim or any request for particular relief, then that claim or request for relief — and only that claim or request — will be severed from the arbitration and brought exclusively in the courts identified in Section 20.1, and the remaining claims will proceed in individual arbitration. If, notwithstanding the foregoing, Section 18.7 is found

unenforceable in a manner that cannot be cured by severance, then the entirety of Section 18.2 through 18.4 is void as to the affected claims, and those claims will proceed exclusively in the courts identified in Section 20.1. The remainder of this Section 18 and of this Agreement remains in effect. The parties intend that no class, collective, or representative proceeding will be arbitrated under any circumstances.

18.9 THIRTY-DAY RIGHT TO OPT OUT OF ARBITRATION. Customer may opt out of Sections 18.2 through 18.8 by sending written notice to support@meetsoli.com with the subject line "ARBITRATION OPT-OUT," stating Customer's legal entity name, the account email address, and an unambiguous statement that Customer opts out of the arbitration agreement. The notice must be received within **thirty (30) days** after the date Customer first accepts these Terms (or, for an existing customer, within thirty (30) days after the effective date of a modification that first introduces or materially changes this Section 18). Opting out is free and has no effect on any other part of this Agreement, on Customer's subscription, or on the pricing or provision of the Services. If Customer opts out, disputes will be resolved in the courts identified in Section 20.1. If Customer does not opt out within the period, Customer is bound by this Section 18.

18.10 Effect of modification. If Soli materially modifies this Section 18 after Customer's acceptance, Customer may reject the modification by notice to support@meetsoli.com within thirty (30) days, in which case the version of this Section 18 in effect immediately before the modification will continue to govern disputes between the parties.

18.11 Survival. This Section 18 survives termination of this Agreement and any cancellation of Customer's account.

19. Electronic Communications and ESIGN Consent

19.1 Consent to electronic records and signatures. Customer consents to transact with Soli electronically and to receive all communications, agreements, notices, disclosures, invoices, and records relating to the Services in electronic form, whether by email to the address associated with Customer's account, by posting within the Services, or by posting to a Soli website. Customer agrees that its electronic acceptance — including clicking "I agree," checking a box, or continuing to use the Services after notice — constitutes its signature and satisfies any requirement that an agreement be in writing and signed, under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state Uniform Electronic Transactions Act provisions.

19.2 Hardware and software requirements. To access and retain electronic records, Customer needs a device with internet access, a current web browser, a valid email account, and the ability to view and store PDF and Markdown documents. Customer must keep its email address current in the Services.

19.3 Paper copies and withdrawal of consent. Customer may request a paper copy of any electronic record, and may withdraw its consent to electronic records, by written request to support@meetsoli.com. Soli may charge a reasonable fee for paper copies. **Because the Services are delivered electronically, withdrawal of consent to electronic records may require termination of the Services.** Withdrawal is prospective only and does not affect the validity of records or signatures created before withdrawal takes effect.

19.4 Customer's own electronic signature use. Soli Forms can capture typed and drawn signatures from End Users. **Soli does not warrant that any electronic signature captured through Soli Forms will be enforceable, admissible, or sufficient for any particular purpose.** Enforceability under ESIGN and UETA depends on factors within Customer's control, including obtaining the signer's consent to conduct the transaction electronically, establishing the signer's intent to sign, associating the signature with the record signed, attributing the signature to the signer, and retaining a record capable of accurate reproduction. Customer is solely responsible for designing its intake and consent workflows to satisfy these requirements and for retaining reproducible copies of signed records. Section 15.5 applies.

20. General Provisions

20.1 Governing law and forum. This Agreement is governed by the laws of the State of Texas, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. Subject to Section 18, the state and federal courts located in Denton County, Texas have exclusive jurisdiction over any dispute not subject to arbitration, and each party consents to personal jurisdiction and venue there and waives any objection based on inconvenient forum. **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL** in any proceeding arising out of or relating to this Agreement. Nothing in this Section limits the application of mandatory federal telecommunications or health-privacy law.

20.2 Relationship of the parties. The parties are independent contractors. This Agreement creates no partnership, joint venture, agency, fiduciary, or employment relationship, and neither party may bind the other.

20.3 Notices. Legal notices to Soli must be sent to support@meetsoli.com and, if also sent by mail, to Omnius Studio LLC at 5900 Balcones Drive, STE 100, Austin, TX 78731. Notices to Customer may be sent to the email address associated with Customer's account or posted within the Services. Notices are effective upon delivery, or upon posting for in-Service notices. Customer is responsible for maintaining a current and monitored notice address. Privacy inquiries may be directed to support@meetsoli.com, security matters to support@meetsoli.com, and BAA matters to support@meetsoli.com.

20.4 Assignment. Customer may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Soli's prior written consent, except that Customer may assign it in its entirety, on notice to Soli, to a successor in connection with a merger, reorganization, or sale of all or substantially all of its assets or practice, provided the successor is not a competitor of Soli and assumes all obligations. Soli may assign this Agreement in connection with a merger, acquisition, or sale of assets. Any attempted assignment in violation of this Section is void. This Agreement binds and benefits the parties' permitted successors and assigns.

20.5 Subcontracting. Soli may use Subprocessors and subcontractors to perform its obligations, subject to Section 11 and the BAA, and remains responsible for their performance of Soli's obligations under this Agreement.

20.6 Force majeure. Neither party is liable for any failure or delay in performance (other than payment obligations) caused by circumstances beyond its reasonable control, including acts of God, natural disaster, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, labor dispute, governmental or regulatory action, carrier or utility failure, internet or telecommunications outage, denial-of-service attack, or failure of a Subprocessor or Third-Party Service. The affected party will use reasonable efforts to mitigate and resume performance. **Force majeure does not excuse, and must not be relied upon to excuse, any failure of emergency calling — Section 9.2 applies at all times.**

20.7 Entire agreement. This Agreement, including the documents incorporated by reference, is the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous proposals, representations, and understandings, whether written or oral. No term contained in any Customer purchase order, vendor portal, or similar document has any effect, and all such terms are rejected. In the event of conflict, the order of precedence is: (1) the BAA, as to PHI; (2) an Order Form signed by both parties; (3) these Terms; (4) the Acceptable Use Policy and other incorporated policies; and (5) the Documentation.

20.8 Severability. If any provision of this Agreement is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent, or if that is not possible, severed, and the remaining provisions will remain in full force. Section 18.8 governs severance of the class action waiver.

20.9 Modification of these Terms. Soli may modify these Terms and the incorporated policies from time to time. Soli will provide notice of material changes by email to Customer's account contact or by conspicuous in-Service notice at least **thirty (30) days** before the changes take effect. Non-material changes and changes required by law or by a carrier

or regulator may take effect on shorter notice. Changes take effect at the start of Customer's next renewal term or on the stated effective date, whichever is later, except for changes required by law, which take effect as required. Customer's continued use of the Services after the effective date constitutes acceptance. If Customer does not accept a material change, Customer's exclusive remedy is to terminate under Section 14.3 before the change takes effect and receive a pro-rata refund of prepaid, unused fees. **The BAA is amended only in accordance with its own terms and is not modified by this Section.**

20.10 Waiver. No failure or delay in exercising any right operates as a waiver, and no waiver is effective unless in writing and signed by the waiving party. A waiver on one occasion is not a waiver on any other occasion.

20.11 Survival. The following survive termination or expiration of this Agreement: Sections 1 (Definitions), 3.4, 5 (as to accrued fees), 6.1, 6.3, 6.4, 7.3, 9.2.6, 9.4.4, 9.6.4, 10.5, 12, 13, 14.4 through 14.7, 15, 16, 17, 18, 19.1, 19.4, and 20, together with any other provision that by its nature is intended to survive.

20.12 No third-party beneficiaries. This Agreement is for the benefit of the parties and their permitted successors and assigns only. Nothing in this Agreement confers any right or remedy on any End User, Authorized User, patient, or other third party, except that the Soli Indemnitees and Customer Indemnitees are intended beneficiaries of Sections 9.4.4 and 17 for purposes of enforcement.

20.13 Interpretation. Section headings are for convenience only and do not affect interpretation. "Including" means "including without limitation." The rule of construction that ambiguities are resolved against the drafter does not apply to this Agreement.

20.14 Export and sanctions. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive U.S. sanctions, and is not identified on any U.S. government restricted-party list. Customer will not export or make the Services available in violation of applicable export control or sanctions laws.

20.15 U.S. Government end users. The Services are "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. Any use, duplication, or disclosure by the U.S. Government is subject solely to the terms of this Agreement.

21. Contact

Purpose	Contact
Legal notices, arbitration opt-out	support@meetsoli.com
Privacy inquiries	support@meetsoli.com
Security incidents and vulnerability reports	support@meetsoli.com
Business Associate Agreement requests	support@meetsoli.com
Product support	https://meetsoli.com/support
Mailing address	Omnium Studio LLC, 5900 Balcones Drive, STE 100, Austin, TX 78731

Soli is a product line of Omnium Studio. Soli Forms and Soli Line are services of Omnium Studio LLC.

End of Terms of Service — Version 1.0, last updated 2026-08-14.