

This Master Services Agreement (the “Agreement”) governs your access to and use of the subscription services provided by Converge AI, Inc., a Delaware corporation (“Converge,” “we,” or “us”), to the customer named in an Order Form (“you”). It takes effect on the effective date of the first Order Form that references it (the “Effective Date”). Each Order Form identifies which version of this Agreement applies.

SUMMARY OF KEY POINTS

- You own your data. We never sell it. We use it only to deliver the Services outlined in this agreement.
- We do not train AI models for other customers on your data. Your data is used only to improve your AI Co-workers. We do use aggregate, de-identifiable data to improve the performance of our AI Co-Workers.
- AI can be wrong. You should always review AI Co-worker outputs before relying on them or sending them out. They are not a substitute for professional judgement.
- We need your cooperation. Our speed of implementation is gated by our access to your systems, team and the materials and information they provide.
- Our subscriptions auto-renew. Our subscriptions auto renew as specified in the Order Form. Our fees are non-refundable except as stated in the Order Form.
- Our Liability and yours. Our liability and yours is capped at the lesser of 12 months of fees or \$100,000.

1. ORDERS AND THE SERVICES

1.1 Order Forms. You and we may sign one or more ordering documents (each, an “Order Form”) that identify the Services, fees, subscription term, and any special terms. Each Order Form is governed by this Agreement.

1.2 What you get. We provide the AI-enabled workflows we configure for you (each, an “AI Co-worker”) and the related software, onboarding, support, and other services identified in an Order Form (the “Services”). During the subscription term you have a limited, non-exclusive, non-transferable right to use them for your internal business purposes.

1.3 Authorized Users and Systems. You are responsible for the users, credentials, systems, and permissions, including ensuring that Converge and the Services are authorized to access Customer’s designated systems and data as needed to perform the Services

1.4 Scope. The Services are limited to the tasks, systems, and workflows in the Order Form. Material additions may require an amended Order Form and additional fees.

1.5 Usage limits. An Order Form may state volume or scope limits. If your use materially exceeds them or is abnormal in a way that affects cost or service stability, we will work with you in good faith to adjust fees or scope and, failing agreement, may limit use to the stated limits.

1.6 Restrictions. You will not, and will not permit others to: (a) reverse engineer the Services or their underlying models, except where this restriction is prohibited by law; (b) resell or sublicense them; (c) use them unlawfully or to infringe others’ rights; (d) interfere with or circumvent their security; or (e) use them to develop or train a competing service, unless we agree in writing.

1.7 Changes. We may improve or modify the Services if we do not materially reduce core functionality expressly described in an active Order Form, and may make emergency changes for security, legal compliance, or service stability.

1.8 Support. We provide email support at support@tryconverge.ai during our standard business hours, 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding U.S. federal holidays. We will respond to support requests within a reasonable time, but we do not commit to specific response or resolution times unless an Order Form says so. Support outside these hours or on a faster schedule requires an Order Form that expressly provides for it.

2. ONBOARDING AND WHAT WE NEED FROM YOU

2.1 Onboarding. If included in an Order Form, we will use commercially reasonable efforts to configure and deploy the AI Co-worker. Target go-live dates are estimates unless the Order Form expressly says otherwise.

2.2 Your cooperation. You will timely provide accurate information, access, credentials, documents, templates, decisions, and personnel reasonably needed for onboarding and operation, and maintain required third-party accounts and licenses. You are responsible for your users, credentials, systems, and permissions, including removing access that is no longer needed.

2.3 Third-party systems. You authorize us to access the systems and data you designate to perform the Services. You are responsible for having the right to grant that access, including compliance with third-party vendor terms (for example, your agency management system) that restrict automated or API access, and for any vendor fees. We are not responsible for outages, changes, or restrictions in third-party systems.

2.4 Delays. We are not responsible for delay to the extent caused by you, your vendors, third-party systems, or events described in Section 12.1. We will work with you in good faith to resolve blockers and adjust target dates.

3. AI CO-WORKERS AND YOUR REVIEW

3.1 AI can be wrong. The Services use AI, which may produce incomplete, inaccurate, inconsistent, or unexpected outputs that depend on your data, third-party systems, and instructions. Except for express commitments in this Agreement or an Order Form, we do not guarantee any business result, level of savings, error-free operation, or uninterrupted availability.

3.2 Your review. Unless an Order Form says otherwise, you are responsible for reviewing outputs before relying on them, deciding whether they suit their purpose, and approving consequential, external, financial, legal, safety-related, or other high-impact actions. Outputs are not a substitute for professional judgment.

3.3 Permissions and escalation. You define and authorize the systems, actions, and access permissions available to each AI Co-worker and are responsible for ensuring they are appropriate; we configure the Services to the agreed scope and documented instructions. During onboarding we will agree on exception handling, escalation paths, and required human review, and you will respond to escalations and keep appropriate personnel to receive them.

4. YOUR DATA, PRIVACY AND SECURITY

4.1 Ownership and license. "Customer Data" means data, files, documents, prompts, records, and other materials submitted to, accessed by, or processed through the Services by or for you, excluding Converge Technology and Usage Data. You retain all rights in Customer Data and grant us a limited, non-exclusive right to host, access, copy, transmit, modify as technically necessary, and otherwise process it solely to provide, secure, support, and maintain the Services and fulfill our obligations under this Agreement.

4.2 Your authority. You represent that you have all rights, permissions, notices, and lawful bases needed to provide Customer Data and authorize its processing, including access to third-party systems and any personal information.

4.3 Personal information. To the extent Customer Data includes personal information, we process it only on your behalf for the purposes in Section 4.1 and will not sell it.

4.4 Security. We will maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Data from unauthorized access, use, alteration, or disclosure. No security measure is absolute.

4.5 Security incidents. We will notify you without undue delay after confirming unauthorized access to Customer Data in our possession or control, and will share information reasonably available to help you respond. We need not notify you of unsuccessful attempts.

4.6 Third-party providers. The Services may use third-party hosting, software, or AI providers. We remain responsible for our obligations when using them and will use providers bound by contractual terms appropriate to their services.

4.7 AI training and service improvement. "Usage Data" means technical logs, utilization data, and service-performance information from operating the Services that does not identify you or disclose Customer Data. We will not use Customer Data in identifiable form to train general-purpose AI models for other customers unless you agree in writing. We may use Usage Data and aggregated or de-identified information to analyze, operate, secure, and improve the Services if it does not identify you or disclose Customer Data.

4.8 Export and deletion. During the term, you may request a reasonable export of Customer Data available through the Services. After termination, we will make Customer Data available for export for 30 days on written request, unless prohibited by law or technically infeasible. After that we may delete it, except for routine backups or copies required by law, which stay protected under this Agreement and are deleted on ordinary retention cycles.

5. CONFIDENTIALITY

5.1 Definition. "Confidential Information" means non-public information disclosed by or for a party that is designated confidential or reasonably should be understood to be, including Customer Data, security information, pricing, business information, and the terms of this Agreement.

5.2 Protection. The receiving party will use the disclosing party's Confidential Information only to perform or exercise rights under this Agreement, protect it with at least reasonable care, and share it only with personnel and service providers who need to know it and are bound by confidentiality obligations.

5.3 Exclusions. Confidential Information does not include information the receiving party can show is or becomes public without breach, was lawfully known to it beforehand, is lawfully received from a third party without a duty of confidentiality, or is independently developed without using the Confidential Information.

5.4 Required disclosure. A receiving party may disclose Confidential Information as required by law, giving prior notice where legally permitted and reasonably cooperating in efforts to limit disclosure.

6. FEES AND PAYMENT

6.1 Fees. You will pay the fees stated in each Order Form. Except as expressly stated in an Order Form or this Agreement, fees are non-cancelable and non-refundable.

6.2 Invoicing and payment. The Order Form specifies when invoicing begins, invoice frequency, and payment terms. Unless it says otherwise, invoices are due 15 days after the invoice date.

6.3 Disputes, late payment, and suspension. To dispute an invoice in good faith, notify us in writing before the due date with the basis for the dispute and pay undisputed amounts on time; we will work together in good faith to resolve it. Overdue undisputed amounts may accrue interest at the lesser of 1.5% per month or the legal maximum. We may suspend affected Services after at least 10 days' written notice of overdue undisputed amounts and a chance to cure, or immediately where reasonably necessary to address a security risk or legal requirement.

6.4 Price changes. We may change fees for a renewal term by giving written notice at least 30 days before the current term ends. If you do not agree to the change, you may give notice of non-renewal under Section 7.2.

7. TERM, RENEWAL AND TERMINATION

7.1 Agreement term. This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated.

7.2 Order Form term and renewal. Each Order Form states its initial subscription term. Unless the Order Form states otherwise, it renews automatically for successive terms equal to the initial term, unless either party gives written notice of non-renewal at least 30 days before the end of the then-current term.

7.3 Termination for cause. Either party may terminate this Agreement or an affected Order Form by written notice if the other party materially breaches this Agreement and fails to cure the breach within 30 days after receiving written notice describing it.

7.4 Effect of termination and refunds. Upon expiration or termination of an Order Form, your right to use the affected Services ends and accrued, undisputed fees become due. If you terminate for our uncured material breach, we will refund prepaid fees for the unused portion of the terminated Services; the same calculation applies to every other refund in this Agreement. If we terminate for your uncured material breach, you remain responsible for accrued fees and other amounts expressly payable under the Order Form, subject to applicable law.

7.5 Survival. Sections that by their nature should survive termination will survive, including payment obligations, confidentiality, intellectual property, disclaimers, indemnification, limitations of liability, dispute provisions, and accrued rights.

8. INTELLECTUAL PROPERTY AND OUTPUTS

8.1 Converge Technology. “Converge Technology” means the Services and the underlying software, models, prompts, workflows, tools, templates, know-how, and technology provided or developed by Converge, excluding Customer Data. We and our licensors retain all rights in Converge Technology. No rights are granted except as expressly stated in this Agreement.

8.2 Outputs. As between us, you may use outputs generated specifically for you for your internal business purposes, subject to third-party rights, applicable law, and this Agreement. Similar outputs may be generated for others, and we do not represent that every output is unique or protectable.

8.3 Feedback. We may use your feedback without restriction or obligation, but will not disclose your Confidential Information or publicly identify you without your consent.

9. WARRANTIES AND DISCLAIMERS

9.1 Authority. Each party represents that it has the authority to enter into this Agreement.

9.2 Service warranty. We warrant that we will provide the Services in a professional and workmanlike manner. Your exclusive remedy for breach of this warranty is for us to re-perform the nonconforming Services or, if we cannot reasonably do so, to terminate the affected Services and refund prepaid fees for the unused portion (see Section 7.4).

9.3 Disclaimer. EXCEPT FOR EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONVERGE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CONVERGE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL AI OUTPUTS WILL BE ACCURATE OR SUITABLE.

10. INDEMNIFICATION

10.1 By Converge. We will defend you against any third-party claim alleging that your authorized use of the Services as provided by us infringes that party's United States patent, copyright, or trademark, and will pay damages and reasonable legal fees finally awarded or agreed in a settlement we approve. We have no obligation to the extent a claim arises from Customer Data, your instructions, modifications not made by us, combination with items we did not supply, or use outside this Agreement.

10.2 Remedies. If the Services are or may become subject to an infringement claim, we may (a) procure the right for you to continue using them; (b) modify or replace them to be non-infringing without materially reducing core functionality; or (c) terminate the affected Services and refund prepaid fees (see Section 7.4).

10.3 By Customer. You will defend us against any third-party claim arising from allegations that Customer Data or your use of the Services violates law or infringes a third party's rights, or that you lacked authority to provide Customer Data or authorize the processing contemplated by this Agreement. You will pay damages and reasonable legal fees finally awarded or agreed in a settlement you approve.

10.4 Procedure. The indemnified party must promptly notify the indemnifying party of the claim, reasonably cooperate at the indemnifying party's expense, and allow it to control the defense and settlement. The indemnifying party may not settle a claim in a way that admits fault by, imposes non-monetary obligations on, or fails to fully release the indemnified party without its written consent, not to be unreasonably withheld.

11. LIMITATION OF LIABILITY

11.1 Exclusion of certain damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 General cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE LESSER OF (A) THE FEES PAID OR PAYABLE BY CUSTOMER TO CONVERGE UNDER THE ORDER FORM GIVING RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE EVENT FIRST GIVING RISE TO LIABILITY, AND (B) \$100,000.

11.3 Exceptions. Sections 11.1 and 11.2 do not limit: (a) your obligation to pay fees; (b) either party's liability for fraud, willful misconduct, or liability that cannot legally be limited; or (c) either party's indemnification obligations under Section 10.

12. GENERAL

12.1 Force majeure. Neither party is liable for delay or failure caused by circumstances beyond its reasonable control, excluding payment obligations. The affected party will use reasonable efforts to mitigate the impact.

12.2 Assignment. Neither party may assign this Agreement without the other's prior written consent, except to an affiliate or in a merger, reorganization, or sale of substantially all relevant assets, if the assignee is not a direct competitor of the other party and agrees to be bound by this Agreement. Any other assignment is void.

12.3 Notices. Formal notices must be in writing and sent by personal delivery, recognized overnight courier, or email to the contact details in the Order Form (for you) or Section 13 (for us), or to details updated by notice. Notices of termination or material breach must identify themselves as such.

12.4 Governing law and venue. Texas law governs this Agreement, excluding its conflict-of-law rules. The state and federal courts in Travis County, Texas have exclusive jurisdiction over disputes, and each party consents to it.

12.5 Dispute escalation. Before filing a claim, a party will 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 relief or collection of undisputed fees.

12.6 Entire agreement; order of precedence. This Agreement, all Order Forms, and any DPA or written addenda are the entire agreement on the Services and supersede prior proposals and understandings, including sales materials and website statements. You are not relying on any statement that is not in these documents. If they conflict: (1) a DPA controls, solely for personal-data processing; (2) an Order Form controls only where it expressly identifies the provision of this Agreement it overrides; and (3) this Agreement controls otherwise.

12.7 Amendments and waivers. Amendments must be in writing and signed by both parties, except that we may update documentation and operational policies if the updates do not materially reduce your rights or materially increase your obligations. Waivers must be in writing and apply only to the specific instance.

12.8 Publicity. Neither party may use the other's name, logo, or marks in a press release, customer list, case study, or other public marketing without prior written consent.

12.9 Severability. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

12.10 Counterparts and electronic signatures. This Agreement and Order Forms may be signed in counterparts and electronically, and together constitute one instrument.

13. CONTACTS

Converge AI, Inc.
1905-A W 36th St
Austin TX 78731
Attention: Legal Notices
Email: legal@tryconverge.ai

Customer legal notices: The address and email listed in the applicable Order Form, or any updated notice details provided under Section 12.3.