



LEGAL DOCUMENT

Reseller / White-Label Agreement

For partners reselling under their own brand

Version 1.1 · May 2026 · 365Agents, Inc.

365 AGENTS

RESELLER / WHITE-LABEL AGREEMENT

Note: This is the harmonized successor to the prior “AI Agent Subscription Agreement with Resale Option” (v1.1, Aug 15). It governs the **Reseller / White-Label** track, in which Reseller purchases Services at wholesale, takes title to the customer relationship, and resells to its end customers (“**Buyers**”). For the residual-commission **Agent** track (where 365Agents owns the customer), use the separate Agent Agreement.

This Reseller / White-Label Agreement (this “**Agreement**”) is dated [insert date] (the “**Effective Date**”) and entered into between **365Agents, Inc.**, a Nevada corporation, with offices at 18291 North Pima Road Suite 110, #273, Scottsdale, AZ 85255 (“**365Agents**”), and [insert Reseller name], a [insert state] [corporation OR limited liability company], with offices at the address set forth on the signature page (“**Reseller**” or “**Customer**” — Reseller is treated as 365Agents’ direct customer for billing and SLA purposes).

RECITALS

- A. 365Agents provides an AI voice and text agent platform that includes large language models and other technology, allowing customers to deploy AI voice agents to manage phone calls and AI texting agents to manage messaging for businesses (the “**Platform**”).
- B. The Platform allows users to submit documents, materials, guidelines, decision trees, and other input to train the agents to manage interactions in accordance with pre-selected and defined options and outcomes.
- C. 365Agents allows certain telecommunications providers, MSPs, UCaaS/CCaaS providers, technology resellers, and other channel partners to purchase access to the Platform so that the Buyers of such resellers can utilize the functionality of the Platform.

In consideration of the foregoing recitals (which are incorporated into this Agreement) and for other good and valuable consideration, the parties agree:

1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the meanings set forth (and any term not defined here has the meaning given in the 365Agents Terms of Service available at <https://365agents.com/terms-of-service/> (the “**ToS**”)):

“Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where “control” means ownership of 50% or more of the outstanding voting securities (only for as long as such control persists).

“Aggregated Data” means data or information that is de-identified or aggregated such that no individual person, Reseller, Buyer, or User can reasonably be identified.

“Buyer” means a third-party customer of Reseller that purchases access to the Services through Reseller and is a permitted end customer of Reseller under this Agreement.

“Content” means content, data, information, and other output generated by Reseller (including any Users or Buyers) through use of the Platform.

“Customer Data” means electronic data and information — including scripts, documents, recordings, knowledge-base content, configuration, and other materials — input into or referenced through the Platform by or on behalf of Reseller or any Buyer (including data submitted by any User). Customer Data does not include Aggregated Data or Usage Data.

“Documentation” means user materials, instructions, and specifications made available by 365Agents for the Services.

“Fees” means the fees and charges for the Services as set forth in an Order.

“Intellectual Property Rights” means all past, present, and future patents, trade secrets, know-how, inventions, trademark and trade name rights, copyrights, mask work rights, and other proprietary rights in technology and works of authorship under the laws of any jurisdiction, including any application or right to apply for, and all rights to pursue remedies for infringement of, the foregoing.

“Order” means a written order document executed by 365Agents and Reseller setting forth the terms and conditions relating to the Services, including the applicable Fees. Each Order is incorporated by reference into this Agreement.

“Platform” means 365Agents’ AI agent and voice technologies, including the Software and systems used to provide such technologies, made available in a hosted environment via the Internet, including any APIs and Documentation.

“Privacy Policy” means 365Agents’ privacy policy posted at <https://365agents.com/privacy-policy/>, as updated from time to time.

“Professional Services” means professional services provided by 365Agents in addition to the Platform and Support Services, as set forth in an Order.

“Services” means, individually and collectively, access to the Platform, Support Services, Professional Services, and other services and functionality made available through the Platform by 365Agents under this Agreement.

“SLA” means the 365Agents Service Levels & Support Policy posted at <https://365agents.com/legal/sla>, as updated from time to time.

“**Software**” means 365Agents’ proprietary software-as-a-service offering set forth in the applicable Order, including all algorithms, data, content, and any modified, updated, or enhanced versions, but excluding Customer Data, Usage Data, and User Data.

“**Subscription Term**” means the term for which Reseller has subscribed to the Services, as set forth in the applicable Order.

“**Support Services**” means 365Agents’ standard technical support and help-desk functions described in the SLA.

“**Usage Data**” means content, data, or information collected or produced by the Platform in connection with use of the Services that does not identify Reseller or its Users.

“**User Data**” means personally-identifiable or personal information of an individual User.

“**Users**” means Reseller’s employees, independent contractors, Buyers (and Buyer’s users), and other individuals authorized by Reseller to use the Services on Reseller’s behalf.

2. FEES AND PAYMENT

2.1 Fees. Reseller shall pay 365Agents the Fees set forth in each Order. Fees are exclusive of all taxes, duties, telecommunications-related fees, and other governmental charges (other than taxes on 365Agents’ net income), including any such taxes identified by 365Agents on an Order or invoice.

2.2 Payment. 365Agents will invoice Reseller monthly in arrears for actual usage in the prior month, plus any monthly recurring base, plus any one-time fees. Reseller shall pay all undisputed Fees within thirty (30) days after receipt of the applicable invoice. If Reseller disputes any Fees, Reseller must notify 365Agents within fifteen (15) days after receipt of the invoice; absent such notice, Fees are deemed accepted. All payments are non-refundable except as expressly provided. Payments are in U.S. dollars.

2.3 Late charges. Past-due undisputed amounts accrue interest at the lesser of 1.5% per month or the maximum permitted by law, plus reasonable collection costs and attorneys’ fees.

3. PROVISION OF THE SERVICES

3.1 Provision. Subject to this Agreement, 365Agents shall provide the Services to Reseller and its Users.

3.2 Reseller cooperation. Reseller shall supply the Customer Data, configuration, and personnel resources reasonably required for 365Agents to provide the Services.

3.3 Technical support and SLA. 365Agents shall use commercially reasonable efforts to make the Platform available in accordance with the SLA. 365Agents shall provide direct Tier 1 support to Reseller and Reseller’s representatives only (and not directly to any Buyer or end user). Reseller is responsible for

providing first-line support to its Buyers; 365Agents will provide Tier 2 / Tier 3 support escalation through Reseller.

3.4 Professional Services. Any additional professional services and the associated Fees will be set forth in the applicable Order.

4. RIGHTS TO ACCESS THE SERVICES

4.1 Reseller's right to use and resell. Subject to this Agreement, during the Subscription Term, 365Agents grants Reseller a non-exclusive, non-transferable (except as permitted by Section 13.4), non-sublicensable right to access and use the Services for Reseller's and its Affiliates' purposes — and to resell access to Buyers as set forth in Section 4.2 — solely to deploy AI voice and text agents and otherwise utilize the Platform's functionality, in the manner described in this Agreement and in the Documentation.

4.2 Resale rights. During the Subscription Term, Reseller may resell or allow Buyers to access and utilize the Services, provided that Reseller requires each Buyer to enter into a written contract that binds the Buyer to terms substantially equivalent to those in this Agreement, the ToS, and the SLA. Reseller is fully responsible for the acts and omissions of its Buyers and Users.

4.3 Users. Reseller may permit its Affiliates' employees, independent contractors, Buyers, and Buyers' users to become Users authorized to access the Platform in accordance with this Agreement. Reseller is liable for any acts or omissions of Affiliates, Buyers, or Users that, if performed by Reseller, would constitute a breach of this Agreement.

4.4 EULA. 365Agents may condition access to the Platform by each User or Buyer on agreement to a click-through end-user license, provided that no EULA modifies this Agreement or affects the rights or obligations of Reseller.

5. AI / LLM PLATFORM USE; RESTRICTIONS

5.1 Platform mechanics. Reseller and Buyers may interact with the Platform via APIs or 365Agents' online portal, which provides:

- (a) speech intake and transcription;
- (b) text processing on an LLM or other AI model to generate responses, taking into account directions and instructions provided by Reseller or a Buyer;
- (c) text-to-speech delivery of the response to the User; and
- (d) integration with third-party providers (e.g., AI model providers, transcription providers, telephony) to deliver a low-latency conversational experience.

5.2 Providers. The Platform interoperates with third-party providers (“**Providers**”). 365Agents may add, remove, or modify Providers. Reseller acknowledges, and shall ensure that each Buyer and User acknowledges, that Customer Data is shared with applicable Providers, subject to each Provider’s terms. 365Agents makes no warranty on behalf of any Provider. In some cases, Reseller or a Buyer may need a separate subscription with a Provider.

5.3 APIs. Reseller and Buyers may select and configure Providers and may use their own API keys with Providers. Where a Provider charges Reseller or a Buyer directly, the Fees under this Agreement will be adjusted accordingly.

5.4 Customer Data. Customer and Users may post information on the Platform (“**User Content**”), which remains the property of Customer or its Users; Reseller (on behalf of itself and Users) grants 365Agents a license to copy, transmit, and process User Content as reasonably necessary to provide the Services. Reseller and Users shall not submit or post User Content, or use or facilitate use of the Services or Software, (a) for any illegal or fraudulent activity; (b) to violate the rights of others; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for content or activity that promotes child sexual exploitation or abuse; (e) to violate the security, integrity, or availability of any user, network, system, application, or device; or (f) to distribute spam.

5.5 General restrictions. Reseller shall not, and shall not permit any User or Buyer to: (a) reproduce, display, download, modify, create derivative works of, or distribute the Platform, or attempt to reverse engineer, decompile, disassemble, or access the source code; (b) permit any party other than authorized Users or Buyers to access the Platform; (c) use the Platform to infringe, misappropriate, or violate any IP or other right of any third party (including privacy and likeness rights); or (d) introduce viruses, time bombs, or other harmful code.

5.6 Compliance with law. Reseller, and Reseller shall require its Buyers and Users to:

- (a) not use the Services to violate applicable law or in any way that would give rise to criminal or civil liability;
- (b) not create or use AI voice agents for any illegal purpose;
- (c) not compromise, bypass, or circumvent the security of the Services;
- (d) comply with the **Telephone Consumer Protection Act (TCPA)**, **Telemarketing Sales Rule (TSR)**, state telemarketing laws, AI-disclosure laws, “click to cancel” laws, two-party consent and wiretapping laws, and all other applicable telecommunications, advertising, debt-collection, biometric, employment, and consumer-protection laws;
- (e) not use the Services to violate **HIPAA** or **PCI DSS** unless Reseller (or applicable Buyer) has executed a BAA with 365Agents (for HIPAA) and/or enabled the appropriate PCI-compliant settings (for PCI). Failure to properly configure these settings constitutes a material breach;
- (f) not use 365Agents’ name, trademarks, service marks, trade names, designs, logos, or photos except as permitted by an executed Brand & Co-Marketing addendum or this Agreement;

- (g) not remove, alter, or destroy any copyright notices or other proprietary markings;
- (h) not use any robot, spider, scraper, or automated means to access the Services or extract data;
- (i) not disrupt the Services or any third party's systems;
- (j) not attempt to detect, scan, or test vulnerabilities of the Services or any provider's systems, or breach any authentication protections;
- (k) not impersonate any person or falsely represent association with any other entity; and
- (l) not leverage the Services to produce datasets for training neural networks, machine learning, or developing third-party templates or products.

5.7 Prohibited Data. Reseller shall not, and shall take commercially reasonable efforts to ensure that Users do not, upload to the Platform any Social Security numbers, government-issued identifiers, full credit card or bank account numbers, protected health information (PHI) absent a BAA, or other categories of data subject to elevated regulatory protection that the Platform is not configured to handle ("**Prohibited Data**"). 365Agents may delete Prohibited Data upon discovery and has no liability for any failure to provide elevated protections to Prohibited Data.

5.8 Investigation; suspension. 365Agents reserves the right (but assumes no obligation) to investigate violations of this Section 5 and may suspend or terminate the Services on a reasonable belief that a violation has occurred.

6. DATA AND SECURITY

6.1 Customer Data ownership. As between the parties, Reseller (or each Buyer, where applicable) is the owner or controller of all right, title, and interest in Content, Customer Data, and User Data. Subject to this Agreement, Reseller (on behalf of itself, Users, and Buyers) grants 365Agents and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable license to use the Content, Customer Data, and User Data solely to provide the Services and meet 365Agents' obligations under this Agreement.

6.2 Privacy and security. 365Agents will process personal data in accordance with the Privacy Policy and the 365Agents Data & InfoSec Policy posted at <https://365agents.com/legal/infosec> ("**InfoSec Policy**"), each of which is incorporated by reference. 365Agents may update the Privacy Policy and InfoSec Policy on notice but will not materially diminish the protections set forth in such policies as of the Effective Date during the then-current Subscription Term.

6.3 Retention and deletion. Retention periods are set forth in the InfoSec Policy. In summary: voice recordings are deleted within 30 days unless Reseller requests longer retention; voice models are retained until deletion is requested or the account is closed; usage logs are retained for 12 months; account and billing records may be retained for up to 7 years after account closure for legal and tax compliance.

6.4 Incident notification. 365Agents shall notify Reseller in accordance with the InfoSec Policy of any actual or reasonably suspected security incident involving the unauthorized use or disclosure of Customer Data or User Data, take reasonable steps to remedy the incident, and cooperate with Reseller to safeguard data and minimize impact.

6.5 Aggregated and Usage Data. 365Agents may use, analyze, maintain, store, and publish Aggregated Data and retains all right, title, and interest therein. 365Agents may use Aggregated Data for any lawful purpose, including improving and marketing the Services. 365Agents will not publicly identify Reseller or any Buyer or User without prior consent. 365Agents owns Usage Data and may use it for any lawful business purpose, including benchmarking and analytics.

7. TERM AND TERMINATION

7.1 Term. This Agreement begins on the Effective Date and continues for one (1) year (the “**Initial Term**”), automatically renewing for successive one-year terms (each a “**Renewal Term**”) unless either party gives at least sixty (60) days’ written notice of non-renewal before the end of the then-current term. The Initial Term and any Renewal Term extend to cover the performance of any Order open at expiration. *(Replaces prior 5-year initial term.)*

7.2 Termination for cause. A party may terminate this Agreement or an Order on written notice if the other party materially breaches and (if curable) does not cure within thirty (30) days of written notice (or fifteen (15) days for non-payment of undisputed amounts).

7.3 Termination by Reseller for chronic SLA failure. Reseller may terminate the affected Order without penalty if 365Agents fails to meet the uptime commitment in the SLA for three (3) consecutive months or any four (4) months in a rolling twelve-month period, by giving notice within thirty (30) days of the qualifying failure.

7.4 Effects of termination. On termination of this Agreement and all Orders: (a) amounts owed through termination are due and payable; (b) Reseller’s rights cease; (c) Reseller shall discontinue access and return or erase Documentation in its possession; (d) 365Agents shall return or erase Customer Data on Reseller’s written request made within thirty (30) days, except 365Agents may retain Customer Data in archived backups subject to the terms of this Agreement and only for so long as required for legal or backup purposes; and (e) provisions that by their nature survive termination, along with definitions and provisions required to interpret them, will survive.

7.5 Suspension. 365Agents may suspend Reseller’s access to the Platform if (a) there is an attack on the Platform; (b) Reseller’s or Users’ use poses a reasonably probable risk of harm or liability and Reseller is not curing; (c) Reseller or Users have breached Sections 4.2 or 5; (d) use violates applicable law; or (e) Reseller has failed to pay undisputed amounts within fifteen (15) days after notice. Suspension does not relieve Reseller of payment obligations.

8. PROPRIETARY RIGHTS

All proprietary technology used by 365Agents to perform under this Agreement, the Platform, and all components thereof, and all Intellectual Property Rights therein, are the exclusive property of 365Agents (or its licensors). 365Agents reserves all rights not expressly granted to Reseller.

9. CONFIDENTIALITY

9.1 Definition. “**Confidential Information**” means information disclosed by one party (“**Discloser**”) to the other (“**Recipient**”) under this Agreement that is marked confidential or that a reasonable person would understand to be confidential. 365Agents’ Confidential Information includes the Software, Documentation, and pricing. Reseller’s Confidential Information includes Customer Data.

9.2 Protection. Recipient shall not use Confidential Information for any purpose not permitted by this Agreement and shall not disclose Confidential Information to anyone other than employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations no less restrictive than those in this Section.

9.3 Exceptions. Confidentiality obligations do not apply to information that (a) was already known to Recipient prior to Discloser’s disclosure; (b) is rightfully received from a third party without restriction; (c) is or becomes generally available to the public through no fault of Recipient; or (d) is independently developed without access to Discloser’s Confidential Information. Recipient may disclose Confidential Information if required by judicial process, government investigation, or legal proceeding, on prior written notice (where lawful) and reasonable cooperation in seeking a protective order.

9.4 Survival. Confidentiality obligations survive termination for three (3) years, except trade-secret obligations continue as long as the information remains a trade secret.

10. WARRANTIES; DISCLAIMERS

10.1 Limited service warranty. During the Term, 365Agents represents that the Platform will perform materially in accordance with the Documentation and that 365Agents will perform the Services in a competent, professional, and workmanlike manner. 365Agents does not warrant that the Platform will be error-free or uninterrupted. If Reseller notifies 365Agents of a reproducible Error within thirty (30) days, 365Agents shall, at its own expense and as Reseller’s sole remedy, (a) use commercially reasonable efforts to correct or work around the Error, or (b) if 365Agents cannot correct or work around the Error within sixty (60) days of notice, refund pre-paid amounts for the affected portion of the Services. Excluded causes: (i) Reseller, Users, or Buyers; (ii) use in violation of this Agreement or in unintended environments; (iii) Reseller’s hardware, software, or connectivity; or (iv) third-party Provider services.

10.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES,

WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE.

10.3 Customer Data. Reseller represents that it has acquired and shall maintain all rights and licenses reasonably necessary to submit Content, Customer Data, and User Data to the Services and that all such information is used in accordance with this Agreement.

11. INDEMNIFICATION

11.1 By 365Agents (IP). 365Agents shall defend any claim against Reseller brought by a third party to the extent based on an allegation that the Platform, used in accordance with this Agreement, infringes a U.S. registered patent, copyright, or trademark of such third party (a “**Reseller Claim**”) and shall indemnify and hold Reseller harmless from related Losses. If use of the Platform is or may be enjoined, 365Agents may, at its option and expense, (a) procure for Reseller the right to continue using the Platform; (b) replace it with a non-infringing equivalent; (c) modify it to be non-infringing; or (d) terminate this Agreement and refund pre-paid Fees for the impacted period. 365Agents has no obligation for claims based on (i) use not in accordance with this Agreement; (ii) combination with non-365Agents products if the claim would have been avoided absent the combination; or (iii) modification by anyone other than 365Agents. This Section states 365Agents’ entire liability and Reseller’s exclusive remedy for IP infringement claims.

11.2 By Reseller. Reseller shall defend any claim against 365Agents brought by a third party to the extent based on (a) Reseller’s (or any User’s or Buyer’s) violation of this Agreement, the ToS, or applicable law; (b) 365Agents’ use of Customer Data, Content, or User Data in accordance with this Agreement; or (c) Reseller’s submission of Prohibited Data, and shall indemnify and hold 365Agents harmless from related Losses.

11.3 Mechanics. Indemnification is conditioned on the indemnified party (a) promptly notifying the indemnifying party in writing; (b) giving the indemnifying party sole control of the defense and settlement (no settlement may impose obligations on the indemnified party without consent); and (c) reasonably cooperating at the indemnifying party’s expense.

12. LIMITATION OF LIABILITY

12.1 Exclusion of indirect damages. EXCEPT FOR EXCLUDED CLAIMS UNDER SECTION 12.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

12.2 Cap. EXCEPT FOR EXCLUDED CLAIMS UNDER SECTION 12.3, EACH PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY RESELLER TO 365AGENTS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. *(Replaces prior “Initial Term / Renewal Term” cap.)*

12.3 Excluded claims. The exclusions and cap in Sections 12.1 and 12.2 do not apply to (a) Reseller’s payment obligations; (b) breach of Section 9 (Confidentiality); (c) breach of Section 5 (Restrictions and Compliance); (d) the parties’ indemnification obligations; (e) infringement, misappropriation, or violation of the other party’s IP; or (f) gross negligence, willful misconduct, or fraud.

13. GENERAL

13.1 Interpretation. “Include,” “includes,” and “including” are not exhaustive and are deemed to be followed by “without limitation.” “Or” is not exclusive. Section headings are for reference only. Both parties acknowledge that this Agreement will not be construed against either party as drafter.

13.2 Independent contractors. The relationship is that of independent contractors. Neither party is a partner, employee, agent, or joint venture partner of the other.

13.3 Subcontractors. 365Agents may use subcontractors, sub-processors, and other third-party service providers and remains liable for their acts or omissions to the extent the same would constitute a breach if performed by 365Agents.

13.4 Assignment. Neither party may assign this Agreement without the other’s prior written consent, except either party may assign without consent to (a) an Affiliate, or (b) any successor by merger, acquisition, or sale of all or substantially all of its assets.

13.5 Force majeure. Except for payment obligations, neither party is liable for delay or failure to perform caused by events beyond its reasonable control.

13.6 Notices. Notices must be in writing and delivered by courier or certified or registered mail (postage prepaid, return receipt requested) to the address on the signature page (with email copy to legal@365agents.com for notices to 365Agents). Routine operational communications and approvals may be by email.

13.7 Governing law. The laws of the State of Nevada govern this Agreement and any matters relating to it, without regard to conflicts-of-laws principles.

13.8 Dispute resolution. Except for actions seeking injunctive or equitable relief to protect Confidential Information or Intellectual Property, and except for collection of past-due, undisputed amounts (which may be brought in any court of competent jurisdiction), the parties will resolve any dispute by final and binding arbitration administered by the **American Arbitration Association** under its **Commercial Arbitration Rules**, conducted in **Clark County, Nevada**, before a single arbitrator. Judgment on the

award may be entered in any court of competent jurisdiction. The parties waive any right to a class, collective, or representative action. *(Replaces prior litigation-only clause.)*

13.9 Equitable relief; attorneys' fees. Each party acknowledges that any actual or threatened breach of Section 5 or Section 9 constitutes immediate, irreparable harm for which monetary damages are inadequate, and that injunctive relief is appropriate without bond. The prevailing party in any action to enforce this Agreement is entitled to its attorneys' fees, court or arbitration costs, and other legal expenses.

13.10 Compliance with laws. Each party shall comply with all applicable laws and regulations.

13.11 Order of precedence. In the event of conflict, the order of precedence is: (1) the Order; (2) this Agreement; (3) the SLA; (4) the InfoSec Policy and Privacy Policy; (5) the ToS.

13.12 Waivers. To be effective, waivers must be in writing and signed by the waiving party. Waiver on one occasion is not waiver of any other.

13.13 Severability. If any provision is unenforceable, the remaining provisions remain in effect, and the unenforceable provision is to be modified to be enforceable to the maximum extent permitted.

13.14 Entire agreement. This Agreement, including all Orders and any exhibits or attachments, constitutes the entire agreement between the parties on the subject matter and supersedes all prior agreements. No terms proposed by Reseller (e.g., on a purchase order) are binding unless accepted in writing. Amendments must be in writing and signed by both parties. This Agreement may be executed in counterparts (including by electronic signature), each of which is an original.

SIGNATURE PAGE

The parties have executed this Reseller / White-Label Agreement as of the Effective Date.

365Agents, Inc.

[Reseller legal name]

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice address: 18291 North Pima Road Suite 110, #273,
Scottsdale, AZ 85255

Notice address:

Email: legal@365agents.com

Email: _____

Exhibit A — Order Form

This Order Form is made subject to and part of the Reseller / White-Label Agreement, dated [insert date], by and between 365Agents, Inc. and the Reseller identified below (the “**Agreement**”). Except as expressly set forth in this Order, the Agreement governs the delivery of the Services described herein.

Customer / Reseller: [Reseller legal name]

Reseller Address: [address]

Effective Date of Order: [insert]

Initial Term: 12 months from Effective Date of Order, auto-renewing

Services Subscribed: Receptionist Agent · After-Hours Agent · Website Agent · Texting Agent · Complete Coverage Bundle · Other

Wholesale pricing tier: [tier name + per-unit rate]

Volume commitments: [if any — minimum monthly Fees]

Additional Professional Services: [if any — onboarding, integration, training]

Technical Support: Tier 1 to Reseller; escalation only via Reseller’s Technical Contact

Subtotal: | **** Total monthly recurring fee for this Order: **** | **** _____ ****
|

Estimated 12-month commitment: \$ _____

The parties have executed this Order as of the Effective Date.

365Agents, Inc.

[Reseller legal name]

Signature: _____ Signature: _____

Printed: _____ Printed: _____

Title: _____ Title: _____