

CFive Master Services Agreement

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This Master Services Agreement (**Agreement**) is entered into between **CFive Pty Ltd** (ABN 21 680 809 385) of Suite 170, Waterman, Tenancy 111, Camberwell Place, 793 Burke Road, Camberwell VIC 3124 (**CFive**) and the customer identified on the Order Form (**Customer**, sometimes referred to as the **Dealer** or **Dealership**). The Customer accepts this Agreement when an authorised representative signs an Order Form that incorporates this Agreement by reference, when the Customer otherwise confirms acceptance of this Agreement in writing, or when the Customer first uses the Service in production. Each Order Form, together with this Agreement and the documents incorporated by this Agreement, forms a separate binding contract between CFive and the Customer. The Customer is responsible for ensuring that any person who signs an Order Form on its behalf has authority to bind the Customer to the Order Form, this Agreement and the documents incorporated by this Agreement.

This Agreement is the current version of CFive's Master Services Agreement. The version published at cfive.ai/legal/msa applies to every Order Form that references it, as updated from time to time in accordance with section 21.2.

1. Background

CFive provides AI-driven phone receptionist services to automotive dealerships in Australia and New Zealand. The Service handles inbound customer calls, looks up vehicle and customer information in the dealership's management system, and books service appointments on the Customer's behalf. The Customer wishes to use the Service for one or more of its locations. CFive will provide the Service under the terms of this Agreement and the applicable Order Form.

2. Definitions

In this Agreement, capitalised terms have the meanings set out below.

"Agreement" means this Master Services Agreement together with each Order Form, the Privacy Policy at cfive.ai/legal/privacy, the documents listed at trust.cf5e.ai (including the Sub-processor List), and any other document expressly incorporated by reference. The order of precedence is set out in section 21.4.

"Authorised User" means an individual the Customer authorises to access the Service on the Customer's behalf, including the Customer's employees, contractors, and agents. The Customer is responsible for the acts and omissions of its Authorised Users.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Victoria, Australia.

"Caller" means an individual who places or receives a phone call handled by the Service.

"CFive" means CFive Pty Ltd, ABN 21 680 809 385.

"Customer" means the entity identified as the customer on the Order Form. References to "Dealer" or "Dealership" in marketing or operational material describe the same entity.

"Customer Data" means information about the Customer's business, its Authorised Users, and its Callers that the Customer or an Authorised User submits to the Service or that the Service receives from a DMS or other system on the Customer's behalf. Customer Data does not include Service Usage Data.

"DMS" means a dealer management system, including Revolution / Tune, X-Time, Autoplay, Dealer Studio, Magix, and any other vehicle service or sales management software the Service integrates with on the Customer's instruction.

"Effective Date" means, in respect of an Order Form, the date the Order Form takes effect as stated on the Order Form, or if no date is stated, the date of last signature.

"Erroneous Output" means an output of the Service that is incorrect, incomplete, inappropriately timed, misdirected, or otherwise unintended. This includes inaccurate transcription, misidentified callers, incorrectly captured booking details, AI Hallucinations, or any failure of the Service to reflect a Caller's actual request.

"AI Hallucinations" means a subset of Erroneous Output where an AI component of the Service generates a response that is plausible-sounding but factually incorrect, inappropriate, or not grounded in the Caller's actual input.

"Intellectual Property Rights" means all rights in and to inventions, patents, copyright, designs, trade marks, know-how, trade secrets, and other proprietary rights, whether or not registered or registrable.

"Order Form" means the commercial document signed by the Customer and CFive that sets out the parties, locations, services to be provided, fees, term, and any commercial variations. An Order Form may be electronic or paper, executed via GoHighLevel or another e-signature method CFive accepts in writing.

"Personal Information" has the meaning given in the Privacy Act 1988 (Cth) and includes equivalent terms under the Privacy Act 2020 (NZ) for New Zealand customers and callers.

"Service" means CFive's AI phone receptionist service, including the AI agent that handles calls, the dashboard provided through GoHighLevel at app.cf5ive.ai, the integrations with DMS providers and telephony providers, and any related professional services CFive agrees to provide on an Order Form.

"Service Usage Data" means data that is generated by or derived from operation of the Service that does not identify the Customer, any Caller, or any DMS provider. Examples include call duration, call outcome, intent classification, AI confidence scores, system performance metrics, and aggregated booking conversion rates.

"Sub-processor" means a third party that processes Customer Data on CFive's behalf to deliver the Service, including the providers listed at trust.cf5ive.ai/sub-processors.

"Term" means, in respect of an Order Form, the period from the Effective Date until the Order Form ends or is terminated in accordance with this Agreement, including any renewal under section 6.2.

"Voice Content" means the audio and transcript content of phone calls handled by the Service, including any data the Service receives from a DMS or other system in the course of handling that call.

3. The Service

3.1 What CFive provides

CFive will provide the Service to the Customer for the locations, modules, and features set out in the Order Form. The Service includes an AI agent that answers phone calls, captures Caller information, looks up vehicle and customer data through the Customer's DMS where authorised, books service appointments, and forwards calls to a human Authorised User where configured, available, or required under the applicable Order Form or customer-approved workflows.

3.2 Right to use

CFive grants the Customer a non-exclusive, non-transferable right to access and use the Service during the Term for the Customer's internal business operations. This is a right to access and use the Service as a service. It is not a licence to CFive's underlying software, models, or DMS integrations, and it does not give the Customer any rights in CFive's Intellectual Property Rights. The Customer must not sub-licence, resell, lease, or make the Service available to any third party except an Authorised User accessing the Service for the Customer's benefit.

3.3 Authorised Users

The Customer may permit Authorised Users to access the Service. The Customer must require Authorised Users to comply with this Agreement, the Privacy Policy, and any operational instructions CFive publishes. The Customer must not share login credentials between Authorised Users, and must promptly remove access for any Authorised User who leaves the Customer's organisation or no longer needs access.

3.4 Service availability and changes

CFive will use reasonable endeavours to keep the Service available, subject to any service levels expressly published by CFive for the Service from time to time or set out in any Service Level Agreement attached to the applicable Order Form. No service credits, rebates or other financial remedies apply for unavailability, degradation or delay unless expressly stated in the applicable Order Form or Service Level Agreement. CFive may modify or improve the Service at any time, provided no modification will materially reduce the functionality the Customer is paying for under an active Order Form without the Customer's consent.

3.5 New technology, ongoing improvement

The Service uses speech recognition, natural language processing, and large language models. These technologies improve over time as CFive iterates on prompts, models, and configurations. The Customer accepts that the Service will evolve during the Term and that improvements may change Service behaviour. CFive will give the Customer reasonable notice of any material change in Service behaviour the Customer should expect.

3.6 Implementation, go-live and deemed acceptance

Unless the applicable Order Form states otherwise, CFive may proceed to make the Service available for production use once CFive has completed the implementation steps that CFive reasonably considers necessary for the relevant locations, modules or features set out in the Order Form, and the Customer has provided the required information, access, approvals and cooperation. The Customer is responsible for reviewing and approving any customer-specific configuration, call-flow, script, prompt, workflow, routing rule, escalation pathway, operating instruction or other implementation setting before the Service is used in production. The Service is deemed accepted for production use on the earliest of: (a) the Customer giving written approval to go-live; (b) the Customer first using the Service in production; (c) the Customer directing CFive to route live calls to the Service; or (d) 5 Business Days after CFive notifies the Customer that the Service is ready for production use, unless the Customer notifies CFive in writing of a material defect that prevents production use. Acceptance does not limit the Customer's obligation to validate AI outputs under section 8.3 or CFive's ongoing obligations under this Agreement.

4. Customer responsibilities

4.1 Accurate information and configuration

The Customer must provide CFive with current, accurate and complete information needed to set up and operate the Service, including dealership trading details, telephony numbers, business hours, service pricing, op codes, scripts, workflow preferences, escalation pathways, and access to the Customer's DMS and other

nominated systems where the Customer has elected an integration. The Customer authorises CFive to access, connect to, exchange data with, and otherwise integrate with the Customer's DMS, CRM, telephony, booking, dashboard, communication and other third-party systems to the extent reasonably required to provide the Service. The Customer warrants that it has all rights, permissions, consents, credentials, licences and contractual authority required to grant that access and permit CFive to provide the Service. The Service relies on this information being kept current, accurate and complete. The Customer is responsible for the consequences of out-of-date, inaccurate, incomplete, unavailable, delayed or incorrect information supplied by the Customer, its Authorised Users, its DMS providers, or any other system or third party on which the Service depends.

4.2 Telephony and network

The Customer is responsible for its own phone system, internet connection, and network capacity, including SIP trunks, call forwarding configuration, and any porting work needed to route calls to the Service. CFive will give reasonable assistance with telephony setup, but the Customer's PBX, ISP, and telecommunications carrier are outside CFive's control.

4.3 Privacy notices and Caller consent

The Customer is the entity directly facing its Callers and is responsible for providing Callers with the Customer's own privacy notice, including the Customer's lawful basis under the Privacy Act 1988 (Cth) and, for New Zealand operations, the Privacy Act 2020 (NZ). CFive supports the Customer by capturing Caller acknowledgement at the start of every call through an AI verbal disclosure that the Caller is speaking to an AI agent and that the call may be recorded. The Customer must not represent to Callers that the Service is operated by a human, and must not configure the Service in a way that conceals its AI nature.

4.4 Lawful use

The Customer must use the Service only for lawful purposes related to its automotive dealership operations. The Customer must comply with all applicable laws including the Privacy Act 1988 (Cth), the Australian Consumer Law, the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth), and any equivalent New Zealand legislation. The Customer is responsible for making sure any use of the Service for outbound communications has the necessary consents and complies with applicable do-not-call obligations.

4.5 Validation of AI outputs

AI outputs are not guaranteed to be accurate. The Customer must implement reasonable processes to validate the Service's outputs before relying on them, particularly for confirmed bookings, customer commitments, and any communication sent to the Customer's Callers in the Customer's name. The Customer accepts that some calls will require human follow-up.

4.6 Security of credentials and access

The Customer is responsible for keeping its and its Authorised Users' login credentials secure. The Customer must notify CFive promptly if it becomes aware of any unauthorised access to or use of the Service. The Customer must not attempt to access any part of the Service it has not been authorised to use, attempt to derive or extract CFive's underlying source code, models, or training data, or use the Service in a way that interferes with other customers.

4.7 Cooperation

The Customer will give CFive reasonable cooperation needed for CFive to perform the Service, including timely access to the Customer's systems for integration setup, prompt responses to configuration questions, and reasonable participation in testing before go-live and in periodic reviews during the Term.

4.8 Implementation dependencies and delays

Any implementation, onboarding, go-live, response, support or delivery timeframe is conditional on the Customer providing all information, access, credentials, approvals, decisions, testing participation, telephony arrangements, DMS access and other cooperation reasonably required by CFive. CFive is not responsible for any delay, failure, degradation or inability to implement, make available or provide the Service to the extent caused by: (a) the Customer or its Authorised Users; (b) any delay, error, omission, inaccuracy or failure in Customer Data or customer-supplied information; (c) any DMS provider, CRM provider, telecommunications carrier, internet service provider, hosting provider, Sub-processor, AI provider, telephony provider, API provider or other third-party system or service; (d) any failure to provide or maintain required permissions, consents, credentials, licences or contractual authority; (e) any change to a third-party API, data format, authentication method, rate limit, access permission, technical requirement or terms of use; or (f) any matter outside CFive's reasonable control. Any applicable timeframe is extended to the extent of the delay. The Customer remains liable for the Fees payable under the applicable Order Form, and CFive may charge additional fees at its then-current rates for additional work, rework, reconfiguration, retesting or support required because of any matter described in this section 4.8, provided CFive obtains the Customer's approval before incurring any material additional fees.

4.9 Outbound communications

To the extent the Service is used for outbound calls, SMS, email or other outbound communications, the Customer is responsible for ensuring that each communication is lawful, authorised and consistent with all applicable consents, opt-outs, do-not-call requirements, marketing communication requirements and customer communication preferences. The Customer is responsible for the accuracy, legality and consent status of any phone number, contact list, campaign instruction or communication rule provided or approved by the Customer. CFive is not required to verify whether any Customer-provided number, list, instruction or communication is compliant unless expressly agreed in the applicable Order Form.

5. Fees and payment

5.1 Fees

The Customer must pay the fees set out in the Order Form. Fees may include a one-off setup fee, a monthly platform fee per location, a per-minute usage fee for inbound and outbound calls, and integration or professional services fees. All amounts are in Australian dollars unless the Order Form says otherwise, and are exclusive of GST and any other applicable taxes, which the Customer must pay in addition.

5.2 Invoicing and payment terms

CFive will invoice the Customer monthly in arrears for usage and monthly in advance for platform fees, unless the Order Form specifies a different cycle. Setup fees are invoiced on or shortly after the Effective Date. Each invoice is due and payable within 14 days of the date of the invoice unless a different period is set out in the Order Form. The Customer must pay by electronic funds transfer to the account stated on the invoice without set-off or deduction.

5.3 Overdue amounts

If an amount payable under this Agreement is overdue, CFive may charge interest on the overdue amount at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic), accruing daily from the due date until the amount is paid in full. CFive may also recover reasonable costs of collection, including legal costs.

5.4 Disputed invoices

If the Customer in good faith disputes any part of an invoice, the Customer must notify CFive in writing within seven days of the invoice date, identifying the disputed amount and the basis of the dispute. The Customer

must pay the undisputed portion of the invoice on time. The parties will work in good faith to resolve the disputed portion within a further 14 days.

5.5 Fee changes

CFive may adjust fees by giving the Customer at least 30 days' written notice. CFive may also apply an annual increase to platform and recurring fees on each anniversary of the Order Form's commencement, equal to the greater of three per cent or the increase in the Australian All Groups CPI for the most recent four quarters. If the Customer does not accept a fee change other than the annual CPI uplift, the Customer may terminate the affected Order Form on 30 days' written notice given before the change takes effect, in which case the Customer is responsible for fees up to the effective date of termination only.

5.6 Telephony and pass-through costs

The Order Form's per-minute usage fees include CFive's underlying telephony, voice, transcription, AI and infrastructure costs as at the date of the Order Form, unless the Order Form states otherwise. CFive may pass through, or adjust the Customer's fees to reflect, any third-party levies, regulatory charges, carrier fees, DMS/API provider charges, AI provider charges, voice or transcription provider charges, infrastructure charges or other third-party costs that apply to the Customer's traffic, usage, integrations or Service configuration and that CFive cannot reasonably absorb, with prior notice where practical. The Customer is responsible for charges arising from outbound calls, incorrect numbers, restricted numbers, premium-rate numbers, excessive usage, unusual call patterns, or any configuration, workflow, data or instruction provided or approved by the Customer.

5.7 Discounts and early termination

If an Order Form states that the Customer is receiving a discount, the discount is given on the basis that the Customer completes the discount period stated in the Order Form, or if no period is stated, the Initial Term.

If the Order Form is terminated before the end of that period for a reason not caused by CFive, the Customer must repay the unearned part of the discount as at the effective date of termination.

The unearned discount is calculated as follows:

$$\text{Unearned discount} = (\text{total discount received} \times \text{remaining months in the discount period}) / (\text{total months in the discount period})$$

This repayment is not payable if the Customer terminates because of CFive's uncured material breach, an extended affected Service failure under section 16.3B, or another express termination right caused by CFive's act or omission.

6. Term and renewal

6.1 Term

This Agreement applies to each Order Form from the Effective Date until the Term ends. The Initial Term, the length of any Renewal Term, and any minimum commitment period are set out in the Order Form.

6.2 Auto-renewal

Unless the Order Form says otherwise, each Order Form renews automatically for successive periods equal to the Initial Term. Either party may give written notice of non-renewal at least 30 days before the end of the then-current term, in which case the Order Form ends on the last day of that term. Renewal does not require a new signature, but a renewing Order Form is subject to any fee adjustment made in accordance with section 5.5.

6.3 Effect of expiry or termination

The effect of expiry or termination is set out in section 16 (Termination). Survival of clauses is set out in section 21.5.

7. Intellectual property and data rights

7.1 Customer Data

The Customer owns the Customer Data and retains all Intellectual Property Rights in it. Caller Personal Information is part of the Customer Data, and the Customer is the entity responsible for that information under applicable privacy law. The Customer grants CFive the rights set out in sections 7.3, 7.4, and 7.5 to operate the Service and to develop and improve CFive's products and services.

7.2 CFive's Intellectual Property Rights

CFive owns and retains all rights in and to the Service, including the underlying software, models, prompts, datasets, integration code, dashboards, documentation, branding, and any improvements, configurations, or derivative works CFive creates. The Customer's use of the Service does not transfer any of these rights. The Customer must not reverse engineer, decompile, copy, or attempt to extract CFive's source code, model weights, prompts, or training data, except to the limited extent permitted by law and not capable of being excluded by this Agreement.

7.3 Operational rights

CFive may use Voice Content, Customer Data, Service Usage Data and metadata generated by or derived from the Service to operate, provide, monitor, secure, support, maintain, test, debug, improve and evaluate the Service. This includes quality assurance, anomaly detection, prompt iteration, automated evaluation, monitoring, support, debugging, operational analytics, performance optimisation and the development or improvement of rules, workflows, prompts, configurations, safety controls and internal evaluation tools. For clarity, the operational rights in this section 7.3 do not authorise CFive to use Voice Content to train or fine-tune generally available machine learning models except to the extent permitted under section 7.5. The rights in this section 7.3 survive termination.

7.4 Service Usage Data and derivative analytics

CFive owns Service Usage Data and any anonymised, aggregated or de-identified insights, analytics, statistics, benchmarks, learnings and derivative data generated from or relating to the operation, performance or use of the Service, provided that they do not identify the Customer, any Caller, or any DMS provider. CFive may use, licence, commercialise, and otherwise exploit Service Usage Data and these derivative insights without restriction, including to publish industry benchmarks, train internal classifiers, and inform CFive's product development. CFive will not share Service Usage Data in a form that could reasonably be re-identified to the Customer or any Caller. The rights in this section 7.4 survive termination.

7.5 Model training, conditional on consents

CFive may use Voice Content to develop, train, fine-tune, or otherwise improve machine learning models used in or derived from the Service, but only where:

(a) the Customer has given prior written consent to the use of its calls for that purpose, and that consent has not been withdrawn, and

(b) any DMS provider whose data forms part of the Voice Content has given any prior written consent required under CFive's upstream integration agreement with that DMS provider.

Where either consent is missing, withdrawn or not capable of being relied on, CFive will use reasonable operational controls designed to exclude the affected Voice Content from training or fine-tuning data sets used for the relevant machine learning models. The training rights under this section 7.5 survive termination only to the extent the relevant consents remain in force at the time of termination. Nothing in this section 7.5 limits CFive's rights under sections 7.3 or 7.4.

7.6 Upstream DMS constraints

The Customer acknowledges that CFive's integrations with DMS providers, CRM providers, telephony providers, AI providers, API providers and other third-party systems may be governed by separate agreements, technical requirements, access rules, acceptable use policies, data-use restrictions, security requirements and other conditions imposed by those third parties. The Customer must not require CFive to access, use, process, retain, disclose or otherwise handle any data, system or integration in a way that would cause CFive to breach any applicable third-party requirement or agreement. Some DMS providers and other third-party providers may prohibit or restrict CFive from using data sourced through their systems to train AI models, retain data, cache data, transfer data overseas, use sub-processors, or provide particular functionality. The Customer accepts that CFive may restrict, suspend, modify, substitute or decline to provide any feature, integration, workflow, data use or Service component to the extent CFive reasonably considers this necessary to comply with third-party requirements or to avoid breaching any third-party agreement. If any required access, credential, permission, consent, integration or third-party service is unavailable, withdrawn, suspended, restricted, technically impracticable, commercially impracticable or not lawfully capable of being provided, CFive may suspend the affected Service, vary the implementation approach, remove or substitute the affected feature or integration, or terminate the affected Order Form without liability, except for any refund expressly required under this Agreement or the applicable Order Form. CFive's obligations to its upstream providers may include audit cooperation, data deletion within fixed time periods on termination, breach notification within shorter timeframes than the Customer-facing notification under section 17, and restrictions on AI training or other data use. The Customer's operational rights under this Agreement are subject to those upstream constraints.

7.7 Feedback

If the Customer or an Authorised User gives CFive feedback, suggestions, or ideas about the Service, CFive may use that feedback for any purpose without obligation to the Customer. The Customer assigns to CFive all Intellectual Property Rights in such feedback.

7.8 No sub-licence

The Customer's right to access and use the Service under section 3.2 is a service right. It is not a sub-licence of CFive's underlying technology, models, datasets, or DMS connections. The Customer must not represent to any third party that the Customer holds a licence to CFive's intellectual property, and must not extend access to the Service to third parties other than Authorised Users acting on the Customer's behalf for the Customer's own internal business.

8. AI accuracy and disclaimers

8.1 The Service is an AI service

The Service uses speech recognition, natural language processing, large language models, and other artificial intelligence components. AI systems do not behave like deterministic software. Outputs depend on the audio quality, the Caller's speech, the data CFive receives from the Customer's DMS, and the state of the underlying AI models at the time of the call.

8.2 Erroneous Output and AI Hallucinations may occur

Erroneous Output and AI Hallucinations may occur during normal operation of the Service. This includes inaccurate transcription, misidentification of a Caller's vehicle, incorrectly captured booking details, plausible-sounding statements that are factually wrong, and failure to perform an action the Caller requested. CFive uses ongoing prompt iteration, monitoring, automated evaluation and, where applicable, human review to reduce the rate of Erroneous Output, but cannot eliminate it.

8.3 The Customer must validate AI outputs before relying on them

The Customer is responsible for validating AI outputs before relying on them, particularly for confirmed bookings, customer commitments, and any communication sent in the Customer's name. The Customer must not rely on the Service for legal, medical, financial, or safety-critical decisions, and must not configure the Service to make such decisions on the Customer's behalf.

8.4 No warranty as to accuracy

To the maximum extent permitted by law, the Service is provided as is. CFive does not warrant that the Service will be error-free, that AI outputs will be accurate or complete, that the Service will meet the Customer's particular requirements, or that the Service will operate uninterrupted. CFive does not warrant the accuracy, reliability, or availability of any third-party AI component, telephony provider, or DMS provider that forms part of the Service.

8.5 Australian Consumer Law

Nothing in this section 8 excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot be excluded, restricted, or modified under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law. Where CFive is liable for a failure to meet a non-excludable consumer guarantee, CFive may, at its option, supply the relevant part of the Service again or refund fees paid for the affected period, except where the law requires otherwise.

9. Sub-processors

9.1 Use of Sub-processors

CFive uses Sub-processors to deliver the Service. The current Sub-processor List is published at trust.cfive.ai/sub-processors. The Customer's acceptance of this Agreement is its general authorisation for CFive to use the Sub-processors named on the Sub-processor List in effect at the Effective Date.

9.2 Change notification

CFive will give the Customer at least 30 days' written notice before adding a new Sub-processor or materially changing the role or location of an existing Sub-processor. Notice may be given by updating the Sub-processor List and sending an email notification to the contact named on the Order Form.

9.3 Reasonable objection

The Customer may object to a proposed Sub-processor change on reasonable grounds related to data protection or security, provided the Customer notifies CFive in writing within the 30-day notice period. CFive will work in good faith to address the Customer's concerns. If CFive cannot resolve the concerns, the Customer may terminate the affected Order Form by giving written notice within 14 days of CFive's response, with effect 30 days after that notice. Termination on this ground entitles the Customer to a pro rata refund of pre-paid platform fees attributable to the period after the termination effective date.

9.4 Flow-down obligations

CFive will impose obligations on each Sub-processor that are no less protective of Customer Data than CFive's obligations under this Agreement, including in relation to security, confidentiality, and breach notification. CFive remains responsible to the Customer for the performance of its Sub-processors.

9.5 Sub-processor failures

CFive's liability for any act or omission of a Sub-processor is limited to the same extent as CFive's liability for its own acts or omissions under this Agreement. Where a failure is caused by a Sub-processor and CFive has taken reasonable steps in selecting and managing that Sub-processor, the Customer's remedy is against CFive only and is subject to section 14 (Limitation of liability).

9.6 Security evidence and audit

The Customer's right to information about CFive's security controls, certifications, sub-processors, and policies is satisfied by the documents and information CFive publishes at trust.cf5ive.ai, which CFive will keep current. CFive will respond to one reasonable written security questionnaire from the Customer per 12-month period at no charge. A request for additional or bespoke audit work, on-site assessments, or independent third-party audit reports is a request for professional services and is subject to a separate written agreement and a reasonable fee. Nothing in this section limits a regulator's lawful audit rights.

10. Privacy and data protection

10.1 Privacy Policy

CFive's handling of Personal Information is governed by the Privacy Policy at cf5ive.ai/legal/privacy, which forms part of this Agreement. The Privacy Policy describes the categories of Personal Information CFive collects, the purposes for which CFive uses it, the Sub-processors with whom it is shared, the locations where it is processed, retention practices, and data subject rights.

10.2 Allocation of responsibility

The Customer is the entity responsible for Personal Information about Callers and other end customers under the Privacy Act 1988 (Cth) and equivalent New Zealand legislation. CFive processes that Personal Information on the Customer's behalf and on the Customer's instructions, as set out in this Agreement, the Order Form, and the Customer's lawful directions. CFive is responsible in its own right for Personal Information about the Customer's Authorised Users and about CFive's website visitors and demo enquirers, as described in the Privacy Policy.

10.2.1 The Customer must include in its own privacy policy and any other public-facing privacy notices a disclosure that inbound calls to the dealership may be answered or processed by an AI virtual assistant operated by CFive Pty Ltd (or its trading name CFive.AI), with a link to CFive's privacy policy at cf5ive.ai/legal/privacy. The Customer is responsible for keeping this disclosure current.

10.2.2 CFive will configure the Service to identify itself as an automated or AI assistant at the start of every Caller-facing interaction. CFive may vary the exact phrasing of this disclosure across dealerships and over time for performance and product reasons, provided that the substance of the disclosure (that the Caller is interacting with an AI rather than a human) is preserved. The Customer must not request the removal or suppression of this disclosure, and any request to do so does not relieve CFive of its commitment to maintain it.

10.2.3 The Customer must maintain in its inbound call routing (whether via IVR, welcome message, or equivalent) a notification to Callers that the call may be recorded for quality and training purposes. CFive will

provide a recommended script. The Customer remains responsible for the accuracy and continued operation of this notification.

10.2.4 Call recording by CFive

Where the Service records, stores or processes Voice Content, CFive does so on behalf of, and at the direction of, the Customer in accordance with this Agreement. The Customer remains responsible for all caller-facing notices, privacy notices, call-recording notices and consents required for the Customer's use of the Service. Nothing in this section 10.2.4 creates an agency relationship between the parties.

10.3 Cross-border processing

The Customer acknowledges that the Service involves processing of Personal Information outside Australia. Personal Information is processed primarily in Australia (for persistent storage in Sydney) and the United States (for voice AI processing, telephony, dashboards, and supporting tools). The current locations and Sub-processors are described in the Privacy Policy and the Sub-processor List. CFive takes reasonable steps to require overseas Sub-processors to handle Personal Information in a way consistent with the Australian Privacy Principles, and (for New Zealand customers and callers) the New Zealand Information Privacy Principles, including by entering into contractual safeguards covering confidentiality, breach notification, and use restrictions.

10.4 Data Processing Agreement

If the Customer requires a separate Data Processing Agreement, CFive will provide its standard form on request. Where the parties enter into a Data Processing Agreement, that document supplements this section 10. The order of precedence between the Data Processing Agreement and this Agreement is set out in section 21.4.

10.5 Retention and deletion

CFive's default practice is to retain Customer Data for the duration of the Term, plus a 7-day backup retention window for disaster recovery, plus any period required by law. CFive will delete identified Customer Data within 30 days of the Customer's written request, except where retention is required by law or to defend an actual or threatened legal claim. The Customer may also configure tenant-specific retention periods on request. Retention and deletion on termination is set out in section 16 (Termination). CFive's ability to retain or delete data sourced through a DMS is subject to CFive's upstream agreements with each DMS provider, which may impose shorter mandatory deletion periods than the Customer would otherwise prefer.

11. Confidentiality

11.1 Confidential Information

Each party will receive information about the other that is confidential. **Confidential Information** means information of either party that is identified as confidential or that a reasonable person would consider confidential given the nature of the information and the circumstances of disclosure. CFive's Confidential Information includes the Service's underlying software, models, prompts, pricing, and roadmap. The Customer's Confidential Information includes the Customer Data, the Customer's commercial information, and the contents of any Order Form (other than the parties and Effective Date).

11.2 Obligations

The receiving party will use the disclosing party's Confidential Information only for the purposes of this Agreement, will keep it confidential to the same extent as the receiving party keeps its own Confidential Information of equivalent sensitivity (and not less than reasonable care), and will limit access to those of its

personnel and contractors who need it and who are bound by confidentiality obligations no less protective than this section.

11.3 Exclusions

Confidential Information does not include information that the receiving party can show was lawfully in its possession without confidentiality obligations before receipt, has come into the public domain other than through the receiving party's breach, was lawfully received from a third party without confidentiality obligations, or was independently developed without reference to the disclosing party's Confidential Information.

11.4 Compelled disclosure

The receiving party may disclose Confidential Information where required by law, court order, or government request. Where lawful and practical, the receiving party will give the disclosing party prior written notice and reasonable opportunity to seek a protective order.

11.5 Survival

Confidentiality obligations under this section 11 continue for three years after termination of the Agreement, except for any Confidential Information that constitutes a trade secret, in which case the obligations continue for as long as the information remains a trade secret under applicable law.

11.6 Use of Customer name and logo

CFive may identify the Customer as a CFive customer in CFive's marketing material, website, and pitch decks, using the Customer's name and logo, for the duration of the Term. The Customer may revoke this permission at any time by notice to CFive, and CFive will remove identifying use within a reasonable period after that notice.

12. Mutual warranties

Each party warrants that it has full authority to enter into this Agreement, that this Agreement does not breach any other agreement to which it is a party, and that it will comply with all applicable laws in performing its obligations under this Agreement.

The Customer warrants that: (a) it owns or has the necessary rights in the Customer Data and any information, content, instructions, scripts, workflows, call lists, phone numbers and other materials it provides or approves for use with the Service; (b) CFive's access to, use of and processing of that information for the purposes of this Agreement will not infringe any third party's rights or cause CFive to breach any applicable law or third-party agreement; (c) the Customer has obtained and will maintain all rights, permissions, consents, licences, credentials and contractual authority required for CFive to access, connect to, exchange data with and integrate with the Customer's DMS, CRM, telephony, booking, communication, dashboard and other nominated systems; (d) the Customer has provided, and will maintain, all privacy notices, call-recording notices, AI disclosures, consents and other notices required for the Customer's use of the Service; and (e) the Customer will not configure, instruct or use the Service in a way that conceals from Callers that they are interacting with an AI agent, unless CFive has expressly agreed otherwise in writing and the configuration complies with applicable law.

13. Indemnification

13.1 CFive's IP indemnity

CFive will indemnify the Customer against any third-party claim that the Service, when used by the Customer in accordance with this Agreement, infringes that third party's Intellectual Property Rights in Australia or New Zealand. CFive's obligation under this section 13.1 is conditional on the Customer giving CFive prompt written notice of the claim, sole control of the defence and any settlement, and reasonable cooperation at CFive's expense.

13.2 Exceptions

CFive's indemnity under section 13.1 does not apply to claims to the extent they arise from (a) the Customer Data, (b) modifications to the Service made by anyone other than CFive, (c) combination of the Service with non-CFive products, services, or data not authorised by CFive, (d) the Customer's use of the Service outside the scope of this Agreement, or (e) the Customer's continued use of the Service after CFive has provided a non-infringing alternative.

13.3 CFive's remedies for IP claims

If the Service is or, in CFive's reasonable view, may become the subject of an IP infringement claim, CFive may at its option modify or replace the Service to make it non-infringing, obtain the right for the Customer to continue using the Service, or terminate the affected Order Form on written notice and refund any pre-paid fees attributable to the period after termination. The remedies in this section 13.3 are the Customer's sole and exclusive remedies for an IP infringement claim, subject to section 8.5.

13.4 CFive's privacy and security indemnity

CFive will indemnify the Customer for any third-party claim, regulatory claim or direct loss to the extent caused by CFive's breach of section 10 or section 17, but only to the extent CFive would be liable at law.

This indemnity does not apply to the extent the claim or loss is caused or contributed to by the Customer, its Authorised Users, Customer Data, customer instructions, customer configurations, customer notices, customer consents, or any matter covered by the Customer's indemnity in section 13.5.

CFive is not liable under this section 13.4 for any fine, penalty, punitive damages, exemplary damages or sanction to the extent it is not lawfully indemnifiable.

The Customer must not recover the same loss twice.

If any part of this section 13.4 is invalid, illegal or unenforceable, it is to be read down or severed in accordance with section 21.6.

13.5 Customer's indemnity

The Customer will indemnify CFive against any third-party claim, loss, liability, damage, cost or expense, including reasonable legal costs, to the extent arising out of or in connection with: (a) the Customer Data, Customer-provided information, Customer-approved scripts, workflows, call lists, phone numbers, instructions or configurations; (b) the Customer's failure to obtain or maintain any necessary rights, permissions, consents, credentials, licences, authority, privacy notices, call-recording notices, AI disclosures or other notices required for CFive to provide the Service or for the Customer to use the Service; (c) the Customer's use of the Service in breach of this Agreement or applicable law, including the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth), the Privacy Act 1988 (Cth), the Australian Consumer Law, and any equivalent New Zealand legislation, where the breach relates to matters within the Customer's control; (d) the Customer's misrepresentation that the Service is operated by a human or any instruction, configuration or omission that conceals the AI nature of the Service from Callers; (e) any allegation by a DMS provider, CRM provider,

telecommunications carrier, API provider or other third-party system provider that CFive's access to or use of that system, as authorised, instructed or enabled by the Customer, breached that provider's rights, terms or requirements; or (f) any breach by the Customer of sections 4, 7.6, 12 or 20.

14. Limitation of liability

14.1 Exclusion of indirect and consequential loss

To the maximum extent permitted by law, neither party is liable to the other for any loss of profits, loss of revenue, loss of business opportunity, loss of goodwill, loss of anticipated savings, or any indirect, incidental, special, consequential, or punitive damages, regardless of the cause of action and whether or not the party was advised of the possibility of such loss.

14.2 Liability cap

To the maximum extent permitted by law, CFive's total aggregate liability under or in connection with this Agreement, however the liability arises and whether in contract, tort, equity, statute, or otherwise, is limited to the fees paid by the Customer to CFive under the affected Order Form in the 12 months immediately before the event giving rise to the claim. Where there has been less than 12 months of fees paid, the cap is the fees that would be payable for 12 months on the rates set out in the Order Form at the time of the event.

14.3 Australian Consumer Law

Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot be excluded, restricted, or modified under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law. To the extent CFive is liable for a failure to meet a non-excludable consumer guarantee, the parties agree that, where the law allows, CFive's liability is limited as set out in section 8.5.

14.4 Liability for payment obligations and indemnity

Sections 14.1 and 14.2 do not limit: (a) the Customer's obligations to pay fees properly due under section 5; (b) the Customer's indemnity obligations under section 13.5; (c) liability that cannot be excluded or limited by law; or (d) either party's right to seek urgent injunctive, declaratory or equitable relief.

14.5 Mitigation

Each party must use reasonable endeavours to mitigate any loss it suffers in connection with this Agreement.

14.6 Insurance

CFive will maintain professional indemnity insurance and cyber liability insurance with policy limits appropriate to the scale and risk of the Service throughout the Term. CFive will provide a current certificate of currency on the Customer's reasonable written request, no more than once per 12-month period.

15. Suspension

15.1 Grounds for suspension

CFive may suspend the Customer's access to all or part of the Service on written notice if:

- (a) the Customer fails to pay an undisputed amount that is more than 14 days overdue,
- (b) the Customer is in material breach of this Agreement and has not cured the breach within seven days of CFive's written notice (or, where the breach cannot reasonably be cured within seven days, has not commenced a cure within seven days and continued reasonable efforts to cure),

- (c) CFive reasonably believes the Service is being used for fraudulent, illegal, or seriously abusive purposes,
- (d) CFive reasonably believes the Customer's use is causing or about to cause a security threat or material disruption to the Service or to other CFive customers,
- (e) any Sub-processor, upstream telecommunications carrier, DMS provider, CRM provider, API provider, AI provider, voice or transcription provider, infrastructure provider or other third-party service provider suspends, terminates, restricts, withdraws or materially changes CFive's access to a service, system, data source or integration required to provide the Service to the Customer;
- (f) suspension is required to comply with applicable law or a regulator's direction; or
- (g) CFive reasonably considers that continuing to provide the Service, or any feature or integration, may cause CFive to breach any applicable law, third-party agreement, third-party requirement, security requirement, privacy obligation, regulatory direction or upstream provider requirement.

15.2 Notice and cure

Where the suspension is for a curable cause, CFive will give the Customer reasonable opportunity to cure before the suspension takes effect, except where the cause is an active security threat, an active legal compliance issue, or an extended payment default. CFive will lift the suspension promptly once the cause is resolved.

15.3 Fees during suspension

Where a suspension is caused by the Customer's act or omission, the Customer remains liable for fees during the suspension period as if the Service had continued. Where a suspension is caused by CFive's act or omission or by a Sub-processor's act or omission unrelated to the Customer's use, fees do not accrue during the suspension period and any pre-paid fees attributable to the period of unavailability will be credited to the Customer's next invoice.

15.4 Suspension is not termination

A suspension is not, by itself, a termination of this Agreement. CFive may proceed to terminate under section 16 if the cause of the suspension is not resolved.

15.5 Credits for extended unavailability

If an integration, location, module or other material part of the Service is suspended, unavailable or materially degraded for more than 30 consecutive days because of an upstream, third-party or legal compliance issue not caused by the Customer, CFive will credit the Customer for the recurring platform fees paid for the affected part of the Service after the first 30 days. The credit applies only to the affected part of the Service, and does not apply to setup fees, usage-based fees, pass-through costs or professional services fees.

16. Termination

16.1 Termination for cause

Either party may terminate this Agreement or any Order Form for cause by written notice to the other party if:

- (a) the other party is in material breach of this Agreement and has not cured the breach within 30 days of receiving written notice describing the breach in reasonable detail (or, for a payment default, has not paid within 14 days of written notice), or
- (b) the other party becomes insolvent, has a receiver, administrator, or liquidator appointed, enters into a scheme of arrangement with creditors, or ceases to carry on business.

16.2 Termination for convenience

Unless an Order Form expressly says otherwise, neither party may terminate an Order Form for convenience during its Initial Term. Either party may end an Order Form at the end of the then-current term by giving notice of non-renewal under section 6.2.

16.3 Termination on Sub-processor change

The Customer's right to terminate on a Sub-processor change is set out in section 9.3.

16.3A Termination for unavailable integrations or upstream constraints

CFive may terminate an affected Order Form, in whole or in part, by written notice to the Customer if CFive cannot provide the affected Service because: (a) a required integration, system, provider, access right, permission, credential or data source is unavailable, withdrawn, suspended, restricted, materially changed or not lawfully capable of being used; (b) the Customer does not have the rights, permissions, consents, credentials, licences or authority required for CFive to provide the affected Service; (c) continuing to provide the affected Service may cause CFive to breach law, a regulator's direction, a third-party agreement or an upstream provider requirement; or (d) a third-party provider requires CFive to cease or materially change the affected Service.

Where CFive terminates under this section 16.3A, the Customer remains liable for all Fees accrued up to the effective date of termination and any non-cancellable third-party costs or commitments incurred by CFive in connection with the affected Service, to the extent those costs are evidenced and cannot reasonably be avoided or re-used. CFive will refund any pre-paid platform fees for the affected Service after termination, and will apply any credit payable under section 15.5.

16.3B Customer termination right for extended affected Service failure

If an integration, location, module or other material part of the Service remains suspended, unavailable or materially degraded for more than 30 consecutive days because of an upstream, third-party or legal compliance issue not caused by the Customer, the Customer may terminate the affected part of the Order Form by written notice.

On termination under this section 16.3B, the Customer remains liable for fees accrued up to termination, and CFive will refund any pre-paid platform fees for the affected Service after termination.

16.4 Effect of termination

On termination or expiry of an Order Form:

- (a) the Customer's right to access and use the Service ends on the effective date of termination,
- (b) all unpaid fees that have accrued up to the effective date of termination become immediately due and payable,
- (c) where the Customer has elected, CFive will provide the Customer with a one-time export of the Customer Data in a commonly used machine-readable format, on request made within 14 days of the effective date of termination, at no additional charge for the standard export,
- (d) within 30 days after the effective date of termination, CFive will delete or de-identify Customer Data held by CFive, except for Customer Data that CFive is required to retain by law or that is needed to defend an actual or threatened legal claim, and except for Service Usage Data and anonymised aggregated insights as described in section 7.4 which CFive may continue to use,
- (e) on a Customer's request made within the 30-day window, CFive will instead return Customer Data to the Customer and confirm deletion in writing,

(f) the rights and licences in section 7.3 (operational rights) and section 7.4 (Service Usage Data and derivative analytics) survive, and the rights in section 7.5 (model training) survive only to the extent the relevant consents remain in force.

16.5 DMS provider deletion windows

The Customer acknowledges that CFive's upstream agreements with DMS providers may require CFive to delete data sourced through those DMS integrations within fixed periods that may be shorter than the 30-day window in section 16.4(d). Where this is the case, CFive will comply with the upstream deletion obligation, and the Customer's export window under section 16.4(c) is shortened accordingly with as much notice as CFive can reasonably give.

16.6 Refunds on termination by the Customer for cause

If the Customer terminates an Order Form under section 16.1(a) for an uncured material breach by CFive, CFive will refund the pre-paid platform fees attributable to the period after the effective date of termination. No other refund is payable on termination.

17. Breach notification

17.1 CFive's obligation

If CFive becomes aware of a Security Incident affecting Customer Data, CFive will notify the contact named on the Order Form in writing within 72 hours of becoming aware. A **Security Incident** means a confirmed event of unauthorised access to, unauthorised disclosure of, loss of, or material corruption of Customer Data held by CFive or a Sub-processor.

17.2 Content of CFive's notification

CFive's notification will include the nature of the Security Incident, the categories and approximate volume of Customer Data affected, the steps CFive has taken or proposes to take to contain the Security Incident, and a contact point for further information. CFive will provide updates as more information becomes available.

17.3 Customer's obligation

If the Customer becomes aware of a Security Incident affecting CFive's systems or data, or any unauthorised use or access through the Customer's account, the Customer will notify CFive in writing within 24 hours of becoming aware. This timeframe helps CFive meet its notification obligations to its upstream DMS providers.

17.4 Cooperation

Each party will cooperate in good faith in investigating, containing, and remedying a Security Incident. Each party will bear its own costs of cooperation, except where the Security Incident was caused by a party's breach of this Agreement, in which case the party in breach will bear the reasonable costs incurred by the other party.

17.5 Notifiable Data Breach scheme

Where a Security Incident is a Notifiable Data Breach under the Privacy Act 1988 (Cth), each party will comply with its obligations under the Notifiable Data Breaches scheme, including notification to the Office of the Australian Information Commissioner and to affected individuals where applicable. The parties will coordinate the timing and content of any individual notifications to avoid contradictory or duplicate communications, where this is consistent with each party's legal obligations.

18. Force majeure

18.1 Definition

A **Force Majeure Event** is an event beyond a party's reasonable control, including acts of God, natural disasters, fire, flood, earthquake, war, civil unrest, terrorism, pandemic, government order, embargo, strike or industrial action, failure of a public telecommunications network or major upstream cloud or AI provider, failure or degradation of a major upstream cloud, telephony, voice, transcription, AI, DMS, API, infrastructure or platform provider, material shortage of components or services, or other event outside the affected party's reasonable control.

18.2 Effect

If a Force Majeure Event prevents a party from performing any obligation under this Agreement (other than an obligation to pay), that obligation is suspended for the duration of the Force Majeure Event. The affected party will give prompt written notice to the other party describing the Force Majeure Event and its expected effect, and will use reasonable efforts to mitigate the effect and resume performance.

18.3 Extended Force Majeure

If a Force Majeure Event prevents performance of a material obligation for more than 30 consecutive days, either party may terminate the affected Order Form by written notice. Termination on this ground does not give rise to any liability beyond the obligations in section 16.4.

19. Governing law and disputes

19.1 Governing law

This Agreement is governed by the laws of Victoria, Australia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19.2 Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

19.3 Good faith resolution

Before commencing formal legal proceedings other than for an injunction or urgent relief, a party with a dispute under this Agreement will give the other party written notice describing the dispute. The parties' senior representatives will meet, in person or by video conference, within 14 days of the notice and use reasonable efforts to resolve the dispute in good faith. If the dispute is not resolved within 30 days of the notice, either party may commence proceedings.

20. Permitted use and use restrictions

20.1 Permitted Use

The Customer may use the Service only for the operation of the Customer's automotive dealership business, including handling inbound calls from existing and prospective customers, booking service and sales appointments, and operational reporting (the **Permitted Use**). Any other use requires CFive's prior written consent.

20.2 Prohibited uses

The Customer must not, and must not permit any Authorised User or other person to:

- (a) use the Service in any way that breaches applicable law, including the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth), or any anti-discrimination, consumer protection, or surveillance device law,
- (b) use the Service for any business other than automotive dealership operations, including for industries CFive has not approved in writing,
- (c) use the Service to handle calls of a kind for which AI handling is inappropriate, including emergency response, crisis support, medical triage, legal advice, or financial advice that requires a human professional,
- (d) configure the Service or train staff in a way that conceals from Callers that they are speaking to an AI agent,
- (e) reverse engineer, decompile, or disassemble any part of the Service, attempt to derive CFive's source code, model weights, prompts, or training data, or attempt to bypass any technical access control,
- (f) probe, scan, or test the vulnerability of the Service, except under a security testing arrangement agreed with CFive in writing,
- (g) interfere with the operation of the Service, attempt to overload it, or use it in a way that materially affects other CFive customers,
- (h) scrape, mirror, or systematically extract data from the Service for any purpose other than the Customer's own internal business operations,
- (i) use the Service to send communications to numbers that the Customer knows or should know are restricted, premium-rate, on a do-not-call list, or outside the Customer's territory of operation,
- (j) sub-licence, resell, lease, or make the Service available to any third party as a service of the Customer's, or
- (k) hold the Service out as the Customer's own product or otherwise misrepresent CFive's role.

20.3 Consequence

A breach of section 20 is a material breach of this Agreement and may give rise to suspension under section 15 and termination under section 16, in addition to any other remedies available to CFive at law or in equity.

21. General

21.1 Notices

Notices under this Agreement must be in writing and given by email to the contact addresses set out in the Order Form, with delivery deemed to occur on receipt of an automated confirmation or on the next business day if sent during business hours, whichever is earlier. Either party may change its notice address by giving notice to the other under this section. Where the law requires a different form of notice, the notice must comply with that requirement in addition to this section.

21.2 Amendments

CFive may amend this Agreement from time to time by publishing an updated version at cfive.ai/legal/msa and giving the Customer at least 30 days' written notice of any material change. A change is material if it materially reduces the Customer's rights, increases the Customer's obligations beyond an annual CPI uplift, or alters the Customer's commercial position under an active Order Form. If the Customer objects to a material change in writing during the 30-day notice period, this Agreement continues in its previous form until the next renewal of the affected Order Form, at which point the updated version applies. Non-material changes take effect on the date posted. The Order Form itself may only be amended by written agreement signed by both parties.

21.3 Entire agreement

This Agreement, together with the Order Form, the Privacy Policy, and the documents listed at trust.cfive.ai (including the Sub-processor List), constitutes the entire agreement between the parties about its subject matter and supersedes any prior understanding, representation, or agreement. The Customer has not relied on any statement, representation, or warranty that is not set out in this Agreement.

21.4 Order of precedence

If there is any inconsistency between the documents that make up this Agreement, the order of precedence is (a) the Order Form, (b) any Data Processing Agreement signed by both parties, (c) this Master Services Agreement, and (d) the Privacy Policy and other documents at trust.cfive.ai. The Order Form takes precedence to the extent of any inconsistency only. Unless expressly stated to be legally binding, documents or information published at trust.cfive.ai are provided for transparency and information purposes and do not create additional service levels, warranties, remedies or obligations.

21.5 Survival

The following clauses survive termination or expiry of this Agreement: section 5 (Fees and payment) for amounts accrued before termination, section 7 (Intellectual property and data rights) other than section 7.5 to the extent the relevant consents have lapsed, section 8 (AI accuracy and disclaimers), section 10 (Privacy and data protection) to the extent of subsisting obligations, section 11 (Confidentiality), section 12 (Mutual warranties), section 13 (Indemnification), section 14 (Limitation of liability), section 16.4 (Effect of termination), section 16.5 (DMS provider deletion windows), section 17 (Breach notification) to the extent of obligations arising before termination, section 19 (Governing law and disputes), section 21.4 (Order of precedence), this section 21.5, and any other provision intended by its nature to survive.

21.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision is to be read down to the extent necessary to make it valid and enforceable, or, if it cannot be read down, severed from this Agreement. The remaining provisions continue in full force and effect.

21.7 Assignment

The Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement without CFive's prior written consent (which is not to be unreasonably withheld). CFive may assign or novate this Agreement to an affiliate, successor, or acquirer of all or substantially all of CFive's business, on written notice to the Customer.

21.8 No set-off

The Customer must pay all fees in full without set-off, deduction, or withholding for any reason, except a set-off authorised in writing by CFive, required by law, or expressly allowed as a credit under this Agreement.

21.9 Waiver

A waiver of any provision of this Agreement is effective only if it is in writing and signed by the party giving the waiver. A failure or delay in exercising a right under this Agreement does not operate as a waiver of that right or any other right.

21.10 Counterparts and electronic signature

This Agreement and any Order Form may be executed in counterparts and by electronic signature (including through GoHighLevel or another e-signature method CFive accepts). Each counterpart, taken together, constitutes one document.

21.11 Relationship of the parties

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment relationship, or agency between them. Neither party has authority to bind the other.

21.12 Third-party beneficiaries

This Agreement does not confer any rights on any person other than the parties, except where expressly stated.