

Terms of Service

Palmyra · Effective [EFFECTIVE DATE] · <https://palmyra.life/terms>

These Terms of Service (these "**Terms**") are a binding agreement between [PALMYRA LEGAL ENTITY NAME], a [STATE OF FORMATION] [ENTITY TYPE, e.g. corporation or limited liability company] ("Palmyra", "we", "us" or "our"), and the business that signs up for or uses the Palmyra service ("**Customer**" or "you"). They govern your use of the Palmyra AI phone receptionist, the web dashboard at <https://app.palmyra.life>, and the related services we provide.

You accept these Terms by checking the box at sign-up confirming that you agree to them (we record the version you accepted, currently version 2026-10-21, and when you accepted it), or by accessing or using the Service. If you accept on behalf of a dental practice, dental service organization or other business, you confirm that you have authority to bind it, and "you" and "Customer" mean that business. If you lack that authority or do not agree, do not sign up for or use the Service.

The Service is offered only to businesses (not consumers) located in the United States.

1. Definitions

"Account" means Customer's account and workspace in the Dashboard.

"Aggregated Data" means data derived from Customer Data or from use of the Service that has been de-identified and aggregated so that it does not identify Customer, any Authorized User, any Caller or any other individual. Aggregated Data derived from PHI is de-identified in accordance with HIPAA (45 C.F.R. § 164.514).

"Authorized User" means an employee or contractor of Customer whom Customer allows to use the Account.

"BAA" means the Palmyra Business Associate Agreement at <https://palmyra.life/baa>, as accepted by Customer in the Dashboard.

"Caller" means anyone who calls a phone number connected to the Service, including Customer's patients.

"Customer Data" means data submitted to, collected by or generated through the Service by or for Customer, including call audio, recordings, transcripts, call summaries, voicemails, messages, callback, prescription-refill and new-patient intake requests, appointment details, Caller information, Customer's practice configuration, and data exchanged with Integrations. It does not include Aggregated Data or the account, usage and billing information we need to operate, secure and bill for the Service.

"Dashboard" means the Palmyra web application at <https://app.palmyra.life>.

"DPA" means the Palmyra Data Processing Addendum at <https://palmyra.life/dpa>.

"Fees" means all amounts payable for the Service, including subscription, overage and additional seat fees.

"Integration" means a third-party product or service Customer chooses to connect to the Service, such as NexHealth or Google Calendar.

"Law" means any law, regulation, rule or binding governmental order that applies to a party or to the Service.

"Output" means content the Service generates for Customer, including the AI receptionist's spoken responses, transcripts, summaries, message and request records, appointment bookings and changes, and reports.

"PHI" means protected health information, as defined under the Health Insurance Portability and Accountability Act of 1996 and its regulations ("**HIPAA**"), that Palmyra creates, receives, maintains or transmits on Customer's behalf.

"Plan" means the subscription plan Customer selects (such as Starter, Pro or Enterprise), including its price, included call minutes, overage rate, included seats, call-history window and features, as shown at sign-up, on our website or in the Dashboard when Customer subscribes or changes Plans.

"the AI receptionist" means the AI receptionist component of the Service.

"Service" means the Palmyra software-as-a-service offering, including the AI receptionist, the Dashboard, the phone numbers we provide, our documentation and updates, but not Integrations or other third-party products.

2. Agreement Structure

2.1 Documents incorporated

The following are incorporated into these Terms by reference and, together with them, form the "**Agreement**": (a) the BAA at <https://palmyra.life/baa>, which governs PHI; (b) the DPA at <https://palmyra.life/dpa>, which governs other personal information we process on your behalf; (c) our Privacy Policy at <https://palmyra.life/privacy>, which describes how we handle information about your Authorized Users, billing contacts and website visitors; and (d) your Plan.

2.2 Order of precedence

If these documents conflict: the BAA prevails with respect to PHI; the DPA prevails with respect to other personal information we process on your behalf; these Terms prevail over everything else; and the Plan description controls only as to price, included usage and Plan features. If you sign a separate written agreement with us for an Enterprise Plan, it controls where it expressly overrides these Terms.

2.3 BAA before PHI

You must accept the BAA in the Dashboard before using features that involve PHI, including answering patient calls. Do not route patient calls to the Service or otherwise give us PHI before the BAA is in effect.

3. The Service

3.1 What the Service does

The AI receptionist answers calls to phone numbers connected to the Service, talks with Callers in natural speech, books and reschedules appointments in Customer's practice management system through a connected Integration, answers questions using information Customer configures, takes messages and voicemails, captures callback, prescription-refill and new-patient intake requests for staff, rings Customer's staff before or instead of answering according to the answer mode Customer selects, and transfers Callers to staff. Customer manages calls, transcripts, summaries, recordings, messages, reporting, team members and billing in the Dashboard.

3.2 Right to use

Subject to these Terms and payment of Fees, we grant Customer a non-exclusive, non-transferable, non-sublicensable right, during its subscription, for its Authorized Users to use the Service for Customer's internal business purpose of operating its dental practice. All other rights are reserved by Palmyra and its licensors.

3.3 Changes to the Service

We may add, change or remove features. We will not materially reduce the core functionality of a paid Plan during a billing period you have already paid for; if we do so at the start of a new billing period, we will give you at least thirty (30) days' notice by email or in the Dashboard, and you may cancel before the change takes effect.

3.4 Support and availability

We provide support by email at support@palmyra.life during normal business hours. Unless you have a separate written agreement with us, we do not offer guaranteed response times or a service-level commitment. We use commercially reasonable efforts to keep the Service available, but it depends on the internet, telephone carriers, and third-party infrastructure and AI providers we do not control, and it may be interrupted for maintenance or outages. You should keep a way for your staff to answer calls directly in case the Service is unavailable.

3.5 Subprocessors

We use third-party service providers to host and operate the Service, including for cloud hosting, telephony, real-time voice, AI models, payments and email. Our current list is at <https://palmyra.life/subprocessors>. Their handling of PHI is governed by the BAA and of other personal information by the DPA, and we are responsible for their performance of our obligations.

4. Accounts, Users and Seats

4.1 Registration

You must create an Account, verify your email address and provide accurate business information, and keep it current. We may require an anti-bot check at sign-up and may decline to open an Account where we reasonably suspect fraud or abuse.

4.2 Roles and seats

Each Account has one owner and may have Authorized Users with the admin or member role. The owner and admins can change practice configuration, billing, phone numbers, team membership and other sensitive settings; members have more limited access. Customer is responsible for assigning roles appropriately, removing access promptly when it is no longer needed, and limiting access to PHI to workforce members who need it. Each Plan includes a number of seats; more can be purchased under Section 5.4. Each login may be used by only one individual.

4.3 Account security

Customer is responsible for keeping credentials confidential, for all activity under its Account, and for its Authorized Users' acts and omissions as if they were its own. We strongly recommend that every Authorized User enable multi-factor authentication. Customer must promptly report any unauthorized access or other security incident to privacy@palmyra.life.

5. Plans, Fees and Payment

5.1 Subscription fees

Plans are monthly subscriptions billed in advance at the price shown for your Plan when you subscribe or change Plans. Enterprise Plans are priced by quote.

5.2 Included minutes and overage

Each Plan includes a monthly allowance of call minutes, measured by our systems and shown in the Dashboard. Minutes beyond the allowance are billed in arrears at your Plan's overage rate on the next invoice. Unused minutes do not roll over and have no cash value. You can manage usage through settings such as maximum call length (twenty (20) minutes by default) and answer mode.

5.3 Free trial

Your first subscription may include a free trial for the period shown at sign-up. A valid payment card is required to start it. **Unless you cancel before the trial ends, your paid subscription starts automatically when the trial ends and your card is charged for your Plan.** Trials are limited to one per practice, and we may end a trial we reasonably believe is being misused. During a trial the Service is provided "as is," to the extent permitted by Law.

5.4 Additional seats

Seats added beyond your Plan's included seats are charged immediately, prorated for the rest of the current billing period, and then at the full per-seat price each period until removed. Seats can be removed in the Dashboard when they are not in use; removal takes effect immediately and the unused part of the current period is credited against future invoices (not redeemable for cash).

5.5 Plan changes

You may change Plans in the Dashboard. Mid-period upgrades are charged on a prorated basis for the rest of the period, and mid-period downgrades produce a prorated credit applied to future invoices (not redeemable for cash). A downgrade may reduce minutes, seats, features and your call-history window, which may cause older records to be deleted sooner (Section 12.5).

5.6 Automatic renewal

Your subscription renews automatically each month, and we will charge your payment method on file the then-current fees for your Plan, plus any overage and additional seat fees, until you cancel. You authorize us and our payment processor to charge your payment method on a recurring basis for all Fees when due.

5.7 Cancellation

You may cancel at any time in the Dashboard or by contacting support@palmyra.life. Cancellation takes effect at the end of the current billing period, and the Service continues until then; overage incurred before then is billed afterward. Cancelling a subscription is different from closing an Account, which stops the Service immediately (Section 19.4).

5.8 Payment

Fees are payable in U.S. dollars by card or another method we accept. Payments are processed by Stripe; we do not receive or store full card numbers, and Stripe's terms and privacy policy apply to the payment information you give it. You must keep a valid payment method on file.

5.9 Non-payment

If a payment fails, your subscription becomes past due and we will notify the Account owner. For a grace period of five (5) days, the AI receptionist stops answering and calls to your Palmyra numbers are forwarded to the front-desk number configured in your Account, so callers can still reach your staff; you are responsible for keeping that number working. Paying the outstanding amount during the grace period restores full Service. If it remains unpaid at the end of the grace period, your subscription is cancelled and Section 19.4 applies. You remain responsible for all Fees incurred before cancellation.

5.10 Taxes

Fees exclude taxes. You are responsible for all sales, use, excise, telecommunications and similar taxes and governmental charges on your purchases, other than taxes on our net income. Where we must collect taxes, we will add them to your invoice based on your billing address. If you claim an exemption, you must provide a valid certificate and tell us promptly if your status changes.

5.11 Price changes

We may change Plan prices, included minutes or seats, overage rates or seat prices on at least thirty (30) days' notice by email or in the Dashboard. A change takes effect at the start of your first billing period after the notice period ends. If you do not agree, you may cancel before it takes effect.

5.12 No refunds

Except as expressly stated in these Terms or required by Law, Fees are non-refundable, including for partial periods, unused minutes or seats, and mid-period cancellation or Account closure. If we terminate for convenience (Section 19.2) or under Section 18.1, or you terminate under Section 16.2, we will refund prepaid subscription fees for the unused remainder of the current billing period.

5.13 Billing disputes

If you believe an invoice is wrong, contact support@palmyra.life within sixty (60) days after the invoice date and we will work with you in good faith to resolve it.

6. Privacy, PHI and Security

6.1 HIPAA roles

Customer is a covered entity under HIPAA, and Palmyra is Customer's business associate when it creates, receives, maintains or transmits PHI on Customer's behalf. The BAA governs all PHI.

6.2 Personal information

The DPA governs personal information we process on Customer's behalf. The Privacy Policy describes information we handle on our own behalf. We do not sell personal information or use it for targeted advertising.

6.3 Security

We maintain administrative, physical and technical safeguards designed to protect Customer Data, as further described in the BAA and the DPA, including encryption in transit, encryption of sensitive data at rest, role-based access controls and audit logging of access to PHI. No security measure is perfect, and we cannot guarantee that unauthorized access will never occur. We will notify Customer of security incidents and breaches as the BAA, the DPA and Law require.

6.4 Customer's privacy obligations

Customer remains responsible for its own obligations under HIPAA and other privacy Laws, including its notice of privacy practices, patients' requests to access or amend their records, any authorizations it needs, and configuring the Service (including email notifications and Integrations) to send PHI only where Customer is permitted to send it.

7. Customer Responsibilities

7.1 Accurate configuration

Customer is responsible for the accuracy and completeness of the information it configures, including business hours, holidays, locations, providers, appointment types, FAQs, insurance carriers and plans accepted, transfer and front-desk numbers, answer mode and greetings. The AI receptionist relies on this information, and we are not responsible for errors caused by inaccurate, incomplete or outdated configuration.

7.2 Call-recording consent

Call recording is off by default. If Customer turns it on, the Service plays a recording disclosure, using text Customer configures, at the start of each recorded call. Customer is solely responsible for deciding whether to record and for complying with call-recording Laws, including those in some states that require the consent of every party. Customer must make sure its disclosure is adequate wherever its Callers may be and must not enable recording where it cannot lawfully do so.

7.3 AI disclosure

Some Laws require telling callers that they are interacting with an automated or AI system. Customer is responsible for determining whether such Laws apply and for configuring its greeting so that Callers receive any required disclosure. Customer must not configure the AI receptionist to claim to be human or

to deny being an AI when sincerely asked.

7.4 Emergencies and clinical matters

Customer must not rely on the Service to identify, triage or respond to emergencies and must maintain its own procedures for urgent clinical matters. Customer must not configure the AI receptionist to give medical, dental, diagnostic, treatment or medication advice. If Customer wants urgent calls transferred, it must configure transfer numbers and make sure staff are available to answer.

7.5 Review and patient care

Customer must review messages, voicemails, callback, refill and intake requests, and bookings and changes made through the Service in a timely way and follow up with patients as appropriate. Customer, not Palmyra, is responsible for patient care, clinical and prescription decisions, its patient records and its communications with patients. New-patient intakes are delivered to the Dashboard; Customer's staff decide what to enter into its practice management system.

7.6 Lawful use

Customer represents and warrants that: (a) it has given all notices and obtained all consents and authorizations required by Law for Palmyra to collect, record, process and use Customer Data as the Agreement contemplates; (b) its use of the Service will comply with all Laws, including HIPAA, state health-privacy Laws, call-recording and consumer-protection Laws, and its professional licensing rules; (c) it uses the phone numbers we provide only for its own practice and in line with our telephony providers' policies; and (d) it has the right to connect each Integration and to authorize us to access it.

8. Acceptable Use

Customer will not, and will not permit anyone else to:

- use the Service other than to handle calls and related communications for Customer's own dental practice;
- use the Service or our phone numbers for marketing, robocalls, autodialed calls or texts, or spam, or otherwise in violation of the Telephone Consumer Protection Act, telemarketing Laws or carrier rules (the Service places outbound calls only to Customer's staff, to complete transfers);
- use the Service unlawfully, fraudulently or deceptively, or to infringe anyone's privacy or Intellectual Property Rights;
- configure the AI receptionist to impersonate a real person, to give medical, dental or emergency advice, or to make statements Customer knows are false or misleading;
- upload malware or defamatory, obscene or harassing content;
- probe, scan or test the Service's vulnerability, bypass its security or usage limits, or access other customers' data;
- disrupt or overload the Service, including with artificial or automated call traffic;

- reverse engineer or attempt to derive the source code, models, prompts or structure of the Service, except where Law prohibits this restriction;
- copy, modify or create derivative works of the Service, or resell, sublicense or provide it to anyone other than Authorized Users;
- use the Service or Output to build or train a competing product, or benchmark the Service for a competitor; or
- use the Service from or for a business outside the United States, or in violation of U.S. export control or sanctions Laws.

We may investigate suspected violations and act under Section 15.

9. AI Output and Service Limitations

9.1 the AI receptionist can make mistakes

The AI receptionist is an artificial intelligence system and can make mistakes. It may mishear or mis-transcribe a Caller, misunderstand a request, book, move or cancel the wrong appointment, give incomplete or inaccurate answers, misidentify a Caller, fail to capture a message, or produce summaries that omit or misstate details. Its performance also depends on call quality, Customer's configuration and data from Integrations. Output assists Customer's staff; it does not replace their judgment, and Customer is responsible for evaluating Output and for decisions based on it.

9.2 Not a medical service

The Service is an administrative tool. It does not provide medical, dental or clinical advice, diagnosis or treatment and is not a substitute for the professional judgment of Customer and its licensed staff. The AI receptionist is designed not to give such advice and to direct clinical questions to Customer's staff.

9.3 Not an emergency service

The Service is not an emergency service and is not a substitute for 911. The AI receptionist is designed to tell Callers who describe a life-threatening emergency to hang up and dial 911, and it can transfer urgent calls to staff if Customer configures it to, but it cannot contact emergency services and cannot guarantee that it will recognize every emergency.

9.4 Transfers

Warm transfers depend on Customer's staff answering. If no one answers, the call reaches voicemail, or staff disconnect, the Service may return the Caller to the AI receptionist or take a message. We do not guarantee that any transfer will complete.

10. Phone Numbers and Porting

10.1 Numbers we provide

We provide phone numbers through our telephony providers. Customer does not own them, and they are subject to those providers' policies and telecommunications Law. If a carrier, regulator or Law requires us to change a number, we will give as much notice as reasonably practicable.

10.2 Release and porting out

When an Account is closed or a subscription ends, its numbers are released and may be reassigned, unless Customer has arranged to port them out first. To keep a number, contact support@palmyra.life before closing your Account or before your subscription ends. We will reasonably cooperate with a lawful port-out request, subject to the carriers' processes and eligibility rules, but cannot guarantee every number can be ported. Customer pays any fees charged by the receiving carrier.

10.3 Customer's own lines

Where Customer forwards its existing practice line to a Palmyra number, Customer's own carrier agreement governs that line, and Customer is responsible for its forwarding settings and charges, including updating forwarding before its Service ends so that calls are not lost.

11. Third-Party Integrations

11.1 Connecting Integrations

Customer may connect Integrations such as NexHealth (to link the Service to Customer's practice management or electronic health record system so the Service can read schedules and create or change appointments) or Google Calendar. By connecting one, Customer authorizes us to access it and exchange data with it on Customer's behalf, as needed to provide the Service.

11.2 Third-party terms

Integrations are provided by third parties. Customer's use of an Integration is governed by Customer's agreement with its provider and that provider's terms and privacy policy, and Customer is responsible for having any business associate or other agreement with the provider that Law requires. An Integration provider may communicate with patients on its own account (for example, NexHealth may send its own appointment confirmation); those communications are the responsibility of Customer and that provider.

11.3 No responsibility for Integrations

We do not control Integrations and are not responsible for their availability, accuracy, security, changes or discontinuation, or for what they do with data sent to them at Customer's direction. If an Integration changes in a way that prevents the Service from working with it, we may stop supporting it. **We make no warranty of any kind regarding Integrations or other third-party products.**

12. Customer Data

12.1 Ownership and license

As between the parties, Customer owns Customer Data and, subject to our rights in the Service, the Output generated for it. Customer grants Palmyra a non-exclusive, worldwide, royalty-free license, during the Agreement and for as long afterward as we retain Customer Data under Section 12.6, to host, copy, transmit, process, display and otherwise use Customer Data as necessary to provide, maintain, secure and support the Service, to prevent fraud and abuse, and to comply with Law. Our use and disclosure of PHI is limited to what the BAA permits.

12.2 Aggregated Data

We may create Aggregated Data and use it to operate, analyze and improve the Service, such as to understand call volumes or measure the AI receptionist's accuracy. We own Aggregated Data. We will not attempt to re-identify it or disclose it in a form that identifies Customer, any individual, or Customer's Confidential Information, and we will create and use Aggregated Data derived from PHI only as the BAA and HIPAA permit.

12.3 No training on PHI

We do not use PHI to train artificial intelligence models, our own or third parties', and we do not permit our subprocessors to do so.

12.4 Responsibility for Customer Data

Customer is responsible for the accuracy, quality and legality of the Customer Data it provides and for changes and deletions made through its Account.

12.5 Retention and export

Call records and related Customer Data (including transcripts, summaries, recordings, voicemails, messages, and callback, refill and intake requests) are kept for the call-history window of Customer's Plan and then deleted automatically, including stored files. Moving to a Plan with a shorter window may cause older records to be deleted. Customer can export its Customer Data from the Dashboard at any time while its Account is open and is responsible for exporting anything it must keep longer, including to meet its own record-retention obligations.

12.6 Deletion after closure

We permanently delete remaining Customer Data thirty (30) days after an Account is closed, except that: (a) audit logs of access to PHI and administrative actions are kept for six (6) years to meet HIPAA documentation requirements; (b) backups are deleted as they roll off on their regular schedule; (c) operational logs are kept for up to one (1) year; and (d) we may keep information as required by Law. Anything we retain stays subject to the BAA, the DPA and Section 13.

13. Confidentiality

13.1 Definition

"**Confidential Information**" means non-public information one party (the "**Disclosing Party**") discloses to the other (the "**Receiving Party**") in connection with the Agreement that is identified as confidential or that a reasonable person would understand to be confidential. Our Confidential Information includes non-public information about the Service's design, prompts, unpublished pricing and security measures. Customer's Confidential Information includes Customer Data. Where the BAA or the DPA imposes stricter obligations, it controls.

13.2 Obligations

The Receiving Party will use the Disclosing Party's Confidential Information only to perform and exercise its rights under the Agreement; disclose it only to its employees, contractors, subprocessors and advisers who need to know it and are bound by confidentiality obligations at least as protective as these; and protect it with at least reasonable care.

13.3 Exceptions

Except for PHI and personal information, Confidential Information does not include information that the Receiving Party can show: (a) is or becomes public through no fault of its own; (b) it lawfully knew before disclosure; (c) it lawfully received from a third party without a duty of confidentiality; or (d) it independently developed without using the Disclosing Party's information. The Receiving Party may disclose Confidential Information as required by Law or court order, after giving prompt notice where legally permitted and disclosing only what is required, or as reasonably necessary to enforce the Agreement.

13.4 Return or destruction

When the Agreement ends, each party will return or destroy the other's Confidential Information on request, except that Customer Data is handled under Section 12 and the BAA, and copies required by Law or held in routine backups may be kept subject to continued confidentiality.

14. Intellectual Property and Feedback

14.1 Our property

The Service, including its software, AI configurations and prompts, conversation designs, Dashboard and documentation, all improvements to them, and all patent, copyright, trademark, trade secret and other intellectual property rights ("**Intellectual Property Rights**") in them, belong to Palmyra and its licensors. The Palmyra name and our logos are our trademarks and may not be used without our permission, except to identify the Service accurately.

14.2 Feedback

If Customer gives us suggestions or other feedback about the Service ("**Feedback**"), we may use it for any purpose without restriction or compensation, and Customer assigns us all rights in it. Feedback does not include Customer Data or Customer's Confidential Information, and we will not identify Customer as its source without permission.

14.3 Publicity

We will not identify Customer as a Palmyra customer in our marketing without its prior consent, which may be given by email and withdrawn at any time for future materials.

15. Suspension

We may suspend all or part of the Service, with notice where reasonably practicable, if: (a) we reasonably believe use of the Service violates Section 8 or Law or poses a security risk or a risk of harm to the Service, other customers, Callers or third parties; (b) a telephony provider, regulator or Law requires it; or (c) Customer is past due (Section 5.9). We will limit any suspension to what is reasonably necessary, keep calls flowing to Customer's front-desk number where practicable, and lift the suspension promptly once the cause is resolved. Fees remain payable during suspension.

16. Warranties and Disclaimers

16.1 Mutual warranties

Each party warrants that it has the power and authority to enter into the Agreement, that the Agreement is binding on it, and that performing it will not violate any other agreement it is bound by.

16.2 Service warranty

We warrant that, during a paid subscription, the Service will perform materially as described in these Terms and our documentation. If it does not and Customer tells us within thirty (30) days after first experiencing the problem, we will use commercially reasonable efforts to fix it; if we cannot within a reasonable time, Customer may terminate its subscription and receive a refund under Section 5.12. These are Customer's exclusive remedies for breach of this warranty, which does not cover problems caused by Customer's configuration, Integrations, Customer's telephone lines or equipment, use in breach of the Agreement, or free trials.

16.3 Disclaimers

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 16, THE SERVICE, OUTPUT, PHONE NUMBERS AND INTEGRATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND Palmyra AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Palmyra DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT EVERY CALL WILL BE ANSWERED, TRANSFERRED OR RECORDED, THAT OUTPUT WILL BE ACCURATE OR COMPLETE, THAT THE SERVICE WILL IDENTIFY OR RESPOND APPROPRIATELY TO ANY EMERGENCY, OR THAT THE SERVICE WILL SATISFY CUSTOMER'S OBLIGATIONS UNDER ANY LAW. THIS SECTION APPLIES TO THE EXTENT PERMITTED BY LAW.

17. Limitation of Liability

17.1 No indirect damages

EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, PATIENTS, BUSINESS OR GOODWILL, BUSINESS INTERRUPTION OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICE, UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 Cap

EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICE (INCLUDING THE BAA AND THE DPA) WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO Palmyra IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

17.3 Excluded Claims

"**Excluded Claims**" means: (a) a party's breach of Section 13, except a breach involving Customer Data, which is subject to Sections 17.1 and 17.2; (b) a party's infringement or misappropriation of the other party's Intellectual Property Rights; (c) a party's gross negligence, fraud or willful misconduct; (d) a party's obligations under Section 18; and (e) Customer's obligation to pay Fees.

17.4 Basis of the bargain

These limitations apply even if a limited remedy fails of its essential purpose. The Fees reflect this allocation of risk, which is an essential basis of the bargain. Some jurisdictions do not allow certain limitations, so they apply to the extent permitted by Law.

18. Indemnification

18.1 By Palmyra

We will defend Customer against any third-party claim, suit or proceeding (a "**Claim**") alleging that the Service, as provided by us and used in accordance with the Agreement, infringes or misappropriates a U.S. patent, copyright or trade secret, and will pay damages and reasonable attorneys' fees finally awarded against Customer, or agreed by us in settlement. If the Service is or may become subject to such a Claim, we may at our option: (a) obtain the right for Customer to keep using it; (b) modify or replace it so it is non-infringing without materially reducing its functionality; or (c) if neither is commercially reasonable, terminate the Agreement and refund prepaid fees under Section 5.12. We have no obligation for Claims arising from Customer Data, Customer's configuration, Integrations, use in breach of the Agreement, combinations with products or data we did not provide (where the Claim would not exist without the combination), modifications we did not make, or free trials. This Section 18.1 is our entire liability, and Customer's exclusive remedy, for infringement Claims.

18.2 By Customer

Customer will defend Palmyra and its affiliates, officers, directors, employees and agents against any Claim arising from: (a) Customer Data, including any allegation that Customer lacked notices, consents or authorizations required to provide it or to have calls handled or recorded by the Service; (b) breach of Section 7 or 8 by Customer or its Authorized Users, or their violation of Law; (c) Customer's patient care, clinical decisions and patient communications, including actions taken based on Output; or (d) Customer's agreements with or use of any Integration; and will pay damages and reasonable attorneys' fees finally awarded against Palmyra, or agreed by Customer in settlement.

18.3 Procedure

The indemnified party must give prompt written notice of the Claim (delay excuses the indemnifying party only to the extent it is prejudiced), give the indemnifying party sole control of the defense and settlement, and cooperate reasonably at the indemnifying party's expense. The indemnifying party may not settle in a way that imposes obligations or an admission of fault on the indemnified party without its consent, which will not be unreasonably withheld. The indemnified party may participate with its own counsel at its own expense.

19. Term and Termination

19.1 Term; termination by Customer

The Agreement starts when you first accept these Terms or use the Service and continues until your subscription ends and your Account is closed. You may cancel your subscription under Section 5.7. The Account owner may also close the Account in the Dashboard at any time, which ends the Agreement and stops the Service immediately, without a refund for the rest of the billing period.

19.2 Termination by Palmyra

We may terminate the Agreement for convenience on at least thirty (30) days' notice, with a refund under Section 5.12.

19.3 Termination for cause

Either party may terminate the Agreement on written notice if the other materially breaches it and does not cure the breach within thirty (30) days after receiving written notice. We may also terminate on notice if Customer's subscription is cancelled for non-payment, Customer commits an incurable breach of Section 8, termination is required by Law or our telephony providers, or Customer becomes insolvent. Either party may also terminate as the BAA permits.

19.4 Effect of termination

When the Agreement ends or the Account is closed: (a) Customer's right to use the Service ends, its subscription is cancelled, Authorized Users are signed out, and its phone numbers are released under Section 10.2; (b) all Fees incurred up to then, including overage, become due immediately; (c) Customer Data is deleted under Section 12.6; and (d) PHI is returned or destroyed as the BAA provides. If a subscription ends (including for non-payment) without the Account being closed, Customer Data remains available for export for thirty (30) days, after which we may close the Account. Termination does not affect rights or remedies for earlier breaches.

19.5 Survival

Sections 1, 2, 5 (as to Fees incurred before termination), 6, 9, 11.3, 12, 13, 14, 16.3, 17, 18, 19.4, 19.5 and 20 through 23, and any provision that by its nature should survive, survive termination.

20. Changes to these Terms

We may update these Terms. For material changes, we will notify the Account owner by email and in the Dashboard at least thirty (30) days before they take effect and post the updated Terms at <https://palmyra.life/terms> with a new version number. Non-material changes (such as clarifications or corrections), and changes required sooner by Law or to address a security risk, may take effect when posted or on the shorter notice the circumstances allow. Continuing to use the Service after a change takes effect means you accept it. If you do not agree to a material change, you may cancel before it takes effect, and the prior Terms will apply through the end of your current billing period. We may ask you to accept updated Terms in the Dashboard and will record the version you accept. The BAA and the DPA are changed as those documents provide.

21. Governing Law and Disputes

21.1 Governing law

The Agreement and any dispute relating to it or the Service are governed by the laws of the State of Texas, without regard to conflict-of-laws rules, and by applicable federal law, including HIPAA.

21.2 Informal resolution

Before suing, a party must send the other written notice describing the dispute (to us at legal@palmyra.life) and negotiate in good faith for at least thirty (30) days. This does not prevent either party from seeking urgent injunctive relief.

21.3 Courts

Any lawsuit relating to the Agreement or the Service must be brought exclusively in the state or federal courts located in Texas, and each party consents to their personal jurisdiction and venue. Either party may seek injunctive relief in any competent court to protect its Confidential Information or Intellectual Property Rights or to stop a security threat or unauthorized use of the Service, without posting a bond.

22. Electronic Acceptance, Communications and Notices

22.1 Electronic acceptance

Checking the acceptance box at sign-up, accepting the BAA or updated Terms in the Dashboard, or using the Service is a valid electronic signature with the same effect as a handwritten one under the federal Electronic Signatures in Global and National Commerce Act and the Texas Uniform Electronic Transactions Act. Our records of each acceptance, including the version, date and time and related technical information, are evidence of it.

22.2 Electronic communications

Customer consents to receive communications electronically, by email to the Account owner and billing contact and through Dashboard notices, and agrees that they satisfy any requirement that a communication be in writing. Customer must keep its contact emails current; notice to the most recent address in the Account is effective when sent.

22.3 Notices to Palmyra

Legal notices, including of breach, termination or disputes, must be emailed to legal@palmyra.life with a copy by courier or certified mail to **[COMPANY MAILING ADDRESS]**, and are effective when received. Privacy requests go to privacy@palmyra.life, security incidents to privacy@palmyra.life, and support and billing questions to support@palmyra.life.

23. General

23.1 Entire agreement

The Agreement is the parties' entire agreement on its subject and supersedes all prior agreements and communications about it. Terms in a purchase order or other Customer document have no effect. Except as Section 20 provides, the Agreement may be amended only in a writing signed or electronically accepted by both parties.

23.2 Assignment

Neither party may assign the Agreement without the other's prior written consent, except to an affiliate or a successor in a merger, acquisition, reorganization or sale of all or substantially all of its assets or relevant business, if the successor agrees in writing to be bound by the Agreement, including the BAA. Any other attempted assignment is void.

23.3 Force majeure

Neither party is liable for delay or failure to perform (other than payment) caused by events beyond its reasonable control, including natural disasters, pandemic, war, civil unrest, government action, labor disputes, failures of the internet, carriers, utilities or third-party hosting or AI providers, and cyberattacks not caused by its failure to maintain reasonable safeguards.

23.4 Relationship and third parties

The parties are independent contractors; the Agreement creates no partnership, joint venture, agency or employment relationship. There are no third-party beneficiaries; in particular, Callers and patients have no rights under the Agreement.

23.5 Waiver, severability and interpretation

Failure to enforce a provision is not a waiver. If a provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest of the Agreement remains in effect. Headings do not affect interpretation, and "including" means "including without limitation."

23.6 Contact

Questions about these Terms may be sent to legal@palmyra.life or [COMPANY MAILING ADDRESS].

Adapted from a template prepared by General Legal, PC and released under CCo 1.0. General Legal has not reviewed this adaptation, and it is not legal advice.