

General Terms and Conditions of Parloa GmbH

Effective: May 1, 2024

1. Scope

1.1. These General Terms and Conditions (hereinafter "GTC") apply to the platform provided by Parloa GmbH, Schönhauser Allee 9, 10119 Berlin (hereinafter "Parloa"), including the associated services (hereinafter "Parloa Services") to contractual partners and all companies associated with the respective contractual partner pursuant to § 15 AktG (hereinafter "Customer", together with Parloa the "Parties").

1.2. Parloa is entitled to have services rendered by third parties acting on behalf of Parloa ("Parloa Service Providers").

1.3. Deviating, opposing, or supplementary terms and conditions of the Customer only apply if and to the extent that Parloa has expressly agreed to them in writing. Lack of objection by Parloa does not imply that the Customer's terms and conditions are accepted. This also applies if Parloa performs Services unconditionally in the knowledge of the Customer's differing terms.

1.4. Special agreements made in individual cases between Parloa and the Customer take precedence. The content of such agreements is determined, subject to proof to the contrary, by a written or text form agreement or confirmation.

1.5. Terms not defined in these GTC's have their meaning specified in the Usage Agreement.

2. Provision of the Parloa Platform

2.1. Parloa enables the Customer to technically design and automate dialogues between the Customer and their end customers through the Parloa Platform.

2.2. The current functionality of the Parloa Platform and the available Parloa Services are determined by the Usage Agreement or its appendices.

2.3. Parloa is not responsible for establishing and maintaining the data connection between the

Customer's IT systems (or those of their third-party providers) and the transfer point. Parloa is not liable for malfunctions beyond the transfer point.

2.4. Parloa will perform the Services owed in connection with the provision of the Parloa Platform and Parloa Services within a reasonable period. If "performance dates" are agreed upon, they are binding if expressly designated as such and marked with an asterisk "*". Parloa is entitled to adjust these dates in consultation with the Customer.

3. Customer's Duties and Access to the Parloa Platform

3.1. The Customer is obliged to provide Parloa with all necessary information, documents, data, computer programs, and other resources (hereinafter collectively "Customer Data") for the proper setup and provision of the Parloa Platform and Parloa Services and, if necessary, grant Parloa employees access to their business premises and computers during business hours as required for the fulfillment of the contract. If the Customer fails to meet their duties and Parloa cannot complete Services within the agreed time, any agreed schedule will be reasonably extended.

3.2. The Customer ensures that the Customer Data provided to Parloa does not violate any legal provisions or third-party rights. This also applies to obtaining valid consents from end customers where necessary for data collection and processing conducted through the Parloa Platform and Services.

4. Updating the Parloa Platform, Services, GTC's, and SLA's

4.1. Parloa is entitled to further develop the Parloa Platform and Services, for example, through updates or upgrades.

4.2. Parloa reserves the right to amend or supplement the GTC's and/or the Service Level Agreement, including associated appendices (collectively "SLA"), at any time even within existing

contractual relationships. Parloa will inform the Customer of such changes at least eight (8) weeks before they take effect in text form (e.g., via email), highlighting the key changes. In the notification, Parloa will inform the Customer of their right to object and the consequences of an objection. If the Customer objects, Parloa has the right to terminate the contract with the Customer by the planned effective date of the changes with four (4) months' notice to the end of the month. If the Customer does not object in writing or via email to legal@parloa.com within six (6) weeks of receipt of the notification, the changes will be deemed accepted as effective from the planned effective date.

5. Usage Rights

5.1. Parloa grants the Customer the non-exclusive, non-transferable right to use the Parloa Platform and Services during the contract term for its intended purpose and solely for their own purposes. The Customer is not authorized to provide the Parloa Platform or Services to third parties, either for a fee or free of charge. Subleasing the Parloa Platform is expressly prohibited.

5.2. The Customer may only replicate the Parloa Platform and Services to the extent covered by their proper use according to the current service description. Necessary replication includes loading into the working memory of the Customer's devices for using the Parloa Platform and products.

5.3. The Customer grants Parloa a non-exclusive, non-transferable right to use the Customer Data during the term of the usage contract as needed for providing Services to the Customer. This includes making Customer Data accessible to the Customer upon request via the Parloa Platform and Services, as well as copying, transmitting, and backing up the data.

6. Remuneration, Invoicing, and Fee Changes

6.1. The amount and composition of the Service Fees for the Parloa Platform and Services are specified in the Usage Agreement and its appendices.

6.2. The payment terms are specified in the Usage Agreement and its appendices.

6.3. The fees are subject to applicable VAT. Invoices are payable within thirty (30) days of receipt by the Customer, unless otherwise agreed between the Parties.

6.4. Parloa reserves the right to adjust fees accordingly if changes in cost occur after the contract is concluded, particularly due to wage settlements, changes in the purchase prices for technologies integrated into the Parloa Platform and Services, other price changes by Parloa's service providers, or exchange rate fluctuations, which are not the responsibility of Parloa and were not foreseeable with sufficient certainty. Upon request, Parloa will explain the reasons for the fee adjustment to the Customer.

6.5. Minor and reasonable fee adjustments, i.e., adjustments of a maximum of 5% per calendar year, are also deemed approved if the Customer does not object in writing or via email to success@parloa.com within six (6) weeks of receipt of a separate notice of adjustment. Parloa will specifically inform the Customer of this consequence in the respective invoice notices. The fee adjustment becomes effective no earlier than eight (8) weeks after announcement.

7. Warranty, Liability, and Indemnification

7.1. Parloa ensures the functionality and operational readiness of the Parloa Platform and Services according to the provisions of the Usage Agreement. The SLA exclusively governs the remedy of defects in the Parloa Platform or Services. The warranty for only insignificant reductions in the suitability of the Parloa Platform or Services is excluded. The no-fault liability under § 536 a para. 1 BGB for defects present at the time of contract conclusion is excluded.

7.2. Parloa is liable without limitation for intent, gross negligence, and in the case of culpable injury to life, body, or health. Apart from cases of unlimited liability as per the preceding sentence, Parloa is only liable for slight negligence if essential contractual

obligations are violated, i.e. obligations of which fulfillment enables the proper execution of the contract in the first place or of which breach jeopardizes the achievement of the contract's purpose, and the Customer regularly relies on their compliance, but limited to the foreseeable, typical damage at the time of contract conclusion. The above liability limitations do not apply to liability under the Product Liability Act and within the framework of guarantees expressly assumed by Parloa in writing.

7.3. Clause 7.2 also applies to the benefit of the employees, representatives, and bodies of the Parties.

7.4. Parloa is only liable for data recovery if the Customer has taken all necessary and reasonable data backup measures, particularly concerning Customer Data, and has ensured that lost data can be recovered with reasonable effort.

7.5. Further liability of Parloa is excluded.

7.6. The Customer will indemnify Parloa against third-party claims, particularly from end users or authorities, and hold them harmless from damages and costs arising from contractual violations in using the Parloa Platform or Services by the Customer or from unlawful or incorrect data processing under applicable data protection laws, unless Parloa is solely responsible for the damage and/or violation.

8. Force Majeure

8.1. If Parloa is prevented from fulfilling its contractual obligations due to force majeure such as mobilization, war, terrorism, riots, natural disasters, fire, or other unforeseeable circumstances not attributable to Parloa, such as strikes or lawful lockouts, operational or transport disruptions, difficulties in obtaining raw materials, virus' and other attacks by third parties on Parloa's IT system, despite adherence to customary protective measures, as well as direct or indirect impacts of epidemics or pandemics (including COVID-19) and associated governmental, legal, or other measures, the agreed delivery/performance dates will be

extended by the duration of the hindrance plus a reasonable start-up period, but no more than three months.

8.2. These circumstances are not Parloa's responsibility, even if they occur during an existing delay. Parloa will notify the Customer of the beginning and expected end of such circumstances as soon as possible.

9. Data Protection

9.1. The Parties comply with applicable data protection regulations. The Parties will conclude a Data Processing Agreement ("DPA") which is part of this agreement.

9.2. The Customer is responsible for compliance with any commercial or tax-related retention obligations.

10. Term and Termination

10.1. The term and ordinary termination are specified in the Usage Agreement.

10.2. The right to extraordinary termination of the Usage Agreement for cause remains unaffected. Parloa is particularly entitled to extraordinary termination if the Customer fails to make due payments despite reminders and deadline setting or violates the contractual provisions on the use of the Parloa Platform or Services. Extraordinary termination requires that the other party is given written notice and a reasonable opportunity to remedy the alleged reason for termination.

10.3. In the event of extraordinary termination by Parloa, Parloa is entitled to immediately cease all Services.

10.4. Terminations must be in writing or text form (e.g. via email).

11. Confidentiality

11.1. The Parties agree to keep all confidential information that becomes known to them within the

scope of the contractual relationship confidential during the contract term and for two (2) years after termination, and to protect it with appropriate technical and organizational measures. Documents exchanged within this contractual relationship must be returned to the respective other party upon request, but no later than after complete performance.

11.2. Confidential information is excluded from the obligation if (a) the other party was demonstrably already aware of it during the initiation of the Usage Agreement or later became aware of it from a third party without violating confidentiality agreements, legal provisions, or official orders; (b) it was publicly known, unless due to a violation of this contract; and/or (c) it must be disclosed due to legal obligations or court or official orders; if permissible and possible, the disclosing party will notify the other party in advance and give them the opportunity to oppose the disclosure.

11.3. Disclosure of confidential information to third parties requires the express written consent of the respective other party, except for disclosure to Parloa Service Providers or Customer service providers, unless expressly otherwise provided in the Usage Agreement.

11.4. The Parties will ensure through appropriate contractual arrangements that their employees and contractors refrain from any personal exploitation or disclosure of confidential information indefinitely. The Parties will only disclose confidential information to employees and contractors as necessary for fulfilling this contract.

12. Final Provisions

12.1. The Usage Agreement and other contractual documents are governed by the laws of the Federal Republic of Germany, excluding German conflict-of-law rules and the UN Sales Convention.

12.2. For all disputes arising from or related to the Usage Agreement and/or other contractual documents, including their validity, the exclusive jurisdiction of the Berlin Regional Court applies, where legally permissible.

12.3. Amendments, supplements, or cancellation of the Usage Agreement or other contractual documents require written form to be effective, unless expressly provided otherwise or a stricter form is legally required. This also applies to amendments or cancellation of this written form clause. The electronic transmission of documents with an electronic signature meeting the requirements of EU Regulation No. 910/2014 (eIDAS Regulation) is equivalent to the written form.

12.4. The Customer agrees that Parloa may disclose the cooperation with the Customer for marketing purposes in promotional materials (e.g., in presentations) and on Parloa's website and may use the Customer's name and company logo for this purpose. Other disclosures require the Customer's prior separate consent. The Customer can withdraw consent at any time in text form (email sufficient) with future effect.