

# Partner AI Terms

for AI-powered Parloa Products

## 1. Scope

1.1. These Terms and Conditions for AI Services ("**AI Terms**") apply to all AI-powered Parloa Products, as described in the Services Partner agreement or any other agreement referencing such products and services (the "**Agreement**") entered into between Parloa and the Partner.

1.2. These AI Terms define the responsibilities and obligations related to the use of artificial intelligence functions by Partners when they use or implement AI-powered Parloa Products or grant access to such to their Customers.

1.3. These AI Terms supplement any product-related terms for the use of an AI-powered Parloa Products in the Agreement. In the event of a conflict between the provisions of the Agreement and these AI Terms, the provisions of these AI Terms shall prevail.

1.4. Terms not defined in these AI Terms shall have the meaning set forth in the Agreement.

## 2. Definitions

"**AI**" means artificial intelligence, including any systems, software, or technologies capable of processing data or stimuli, inferring, and making decisions or taking actions, including (but not limited to) machine learning, algorithms, neural networks, speech and natural language processing, and autonomous systems. AI may operate autonomously or with varying degrees of human input and control;

"**AI Act**" refers to Regulation (EU) 2024/1689 of the European Parliament and the Council;

"**BYOLLM**" refers to any integration or use of third-party or proprietary large language models (LLMs) within the Parloa platform that replace, override, or materially alter the default LLMs provided by Parloa, thereby modifying the AI-powered functionality of the Parloa Products;

"**Customer**" refers to the legal entity that, under a direct agreement with the Partner, uses or licenses the AI-powered Parloa Products for their own use cases;

"**GDPR**" refers to Regulation (EU) 2016/679 of the European Parliament and the Council;

"**High Risk Use Case(s)**" means any use of the Parloa Products that qualifies as a high-risk AI system under the AI Act as described in Annex III of the AI Act, including but not limited to biometric identification, critical infrastructure, education and employment assessment, access to essential services, law enforcement, migration, and justice administration;

"**Input**" refers to all data or information, documents, knowledge sources, or any type of data provided directly to the AI powered Parloa Products by the Partner or their Customer or acquired indirectly by the AI-powered Parloa Products, based on which an Output will be generated;

"**Metadata**" refers to technical, operational and telemetric data derived from the use of Parloa Products. This includes system logs, call records, request and error logs, Call IDs, timestamps, SIP headers, session IDs, interaction flow tags and other similar technical information related to system and communication processes. Metadata does not

include personal data, or any information that could reasonably be used for the identification of Users or Customers;

**"Output"** refers to the text and/or voice content generated by the AI powered Parloa Products, based on Input provided as well as data used to train the underlying foundational models;

**"Parloa"** refers to the entity of the Parloa group that is the contractual party to the Agreement with the Partner;

**"Parloa Products"** refers to all software solutions developed and offered by Parloa, including all current and future versions, modules, extensions, as well as related services and functionalities, which are provided to the Partner or its Customers under and in accordance with the provisions of the Agreement;

**"Partner"** refers to the legal entity that has entered into the Agreement with Parloa for the distribution, resale, or provision of implementation and related Professional Services for Parloa's Products to Customers, and which may also use Parloa's Products itself for integration into its own product portfolio or for offering them to Customers via Whitelabeling, to the extent expressly permitted under the Agreement;

**"Professional Services"** means implementation activities, deployment, customization, fine-tuning, and any other related consulting or technical services provided by the Partner to Customers in connection with Parloa Products;

**"Request"** refers to the questions, requests, or conversations addressed to the Parloa Products when the Partner's or the Customer's call center service is contacted by an User;

**"User"** refers to the end-customers or third parties of the Partner or Customer who interacts with the AI-powered Parloa Products and Services;

**"Whitelabeling"** refers to any practice whereby the Partner rebrands the Parloa Products or integrates them in a manner that displays the Partner's or any third party's branding, trade names, or logos in place of, or in addition to, Parloa's branding, such that the Parloa Products are presented to Users as products of the Partner or a third party.

### 3. Purpose of Parloa's Products

3.1. The Partner acknowledges and agrees that the intended purpose of Parloa's Products is to generate an artificial, neutral "customer service" agent capable of responding to Requests using a retrieval-augmented generation (RAG) process. These agents are trained based on Input and instructions of the Customer or Partner.

3.2. The Partner acknowledges that they or their Customers can freely customize Parloa Products to meet their specific needs. Specifically, Partners or Customers may upload Input into the Parloa Products and determine for which use cases it should be applied by Users. Parloa does not review or ensure compliance of Input or the intended use cases the Parloa Products are being used. Therefore, Parloa disclaims any liability or warranty regarding the compliance of the Input and use cases with applicable laws and regulations, particularly GDPR and the AI Act.

### 4. Restrictions on Use

4.1. The Partner may not use Parloa Products, nor permit any Customer or third party to use them, for any unlawful, harmful, or abusive purposes. Also, Parloa Products shall not be used in any manner inconsistent with the purpose specified in Section 3 of these AI Terms, unless expressly authorized in writing in advance by Parloa. In particular, the following activities are strictly prohibited:

4.2. The use of Parloa's Products to develop, train, or enhance (directly or indirectly) a similar or competing product or service is strictly prohibited.

4.3. The use of Parloa Products to expose or extract underlying model components, algorithms, or

systems (including but not limited to exfiltrating model parameters) is strictly prohibited.

4.4. Parloa Products must not be used for web scraping, web harvesting, or any form of data extraction.

4.5. Parloa Products may not be used, nor may third parties be instructed to use them, to generate Outputs for the purpose of creating synthetic training data to develop or train AI models or systems with similar functions, except where explicitly allowed in the applicable product-specific terms.

4.6. The intended purpose or use of the Parloa Products must not result in High Risk Use Cases or constitute prohibited practices as defined in Article 5 of the AI Act.

4.7. Parloa reserves the right to suspend, disable or otherwise restrict access to Parloa Products, in whole or in part, if it reasonably determines that continued use (i) violates applicable laws or regulations, (ii) poses a material risk to individuals, property, or the environment, or (iii) compromises the integrity, security, or availability of the Parloa Products, or (iv) results in Output content or actions that violate these AI Terms. Such measures may be implemented without prior notice where necessary. The Partner acknowledges that no compensation, credit, or refund shall be due in connection with any suspension exercised under this Clause.

## 5. Compliance

5.1. The Partner must ensure that their and its Customers' use of the Parloa Products complies with the Agreement and all applicable laws and regulations, including but not limited to those governing personal data and artificial intelligence.

5.2. The party that determines and controls the use cases for AI-powered Parloa Products shall bear sole responsibility for ensuring that such use is lawful and compliant with the applicable laws and regulations, and consistent with the intended purpose of the Parloa Products. The responsible party must also ensure that all necessary

information notices and disclosures required under applicable laws and regulations are properly provided to Users.

5.3. The Partner acknowledges that, depending on the scope of services it provides to Customers, it may assume different roles under the AI Act (including but not limited to "provider", "distributor", or "deployer" within the meaning of the AI Act). In particular, where the Partner determines or significantly influences the intended purpose, functionality, or configuration of the AI-powered Parloa Products — including but not limited to in the context of Whitelabelling, the provision of Professional Services, or the integration or replacement of underlying AI components (e.g., BYOLLM) — the Partner shall be solely responsible for ensuring compliance with all applicable obligations under the AI Act, as well as any equivalent or successor legislation.

5.4. The Partner shall ensure that employees and any third parties engaged to perform Professional Services in connection with AI-powered Parloa Products possess an appropriate level of AI literacy appropriate for their roles and responsibilities. This includes providing sufficient training and guidance to enable them to use AI-powered Parloa Products safely, effectively, and in compliance with applicable laws and regulations, including the AI Act.

## 6. Provision of AI-powered Parloa Products

6.1. The Partner acknowledges that AI-powered Parloa Products rely on pre-trained AI models developed using data sources independent of the Input. The Partner further acknowledges that, to the best of Parloa's knowledge, the data sources used for the training of such models do not infringe any third-party copyrights or other intellectual property rights, and that all necessary rights and permissions for the use of such data sources have been duly obtained by the respective model providers. The Partner agrees to comply with the applicable Acceptable Use Policy of such third-party AI models.

6.2. Parloa undertakes reasonable efforts to deliver AI-powered Parloa Products in accordance

with the specifications and descriptions set forth in the Agreement.

6.3. However, the Partner acknowledges that, due to the inherent nature of AI technologies: (i) Parloa makes no warranties, representations, or guarantees regarding the performance, availability, accuracy or reliability of the Outputs generated by the AI-powered Parloa Products. To the fullest extent permitted by applicable law, all implied warranties, including but not limited to warranties of fitness for a particular purpose and merchantability, are expressly disclaimed; (ii) It is solely at the Partner's or Customer's discretion to assess the reliability of any recommendations or Outputs provided. The Partner or its Customer must evaluate the Outputs - including by verifying source code, data security, and applying human review and correction - before using or relying on them for any purpose.

6.4. Parloa does not commit to using any specific AI models in the Parloa Products, even if the Partner has the option to choose between different AI models when using the Parloa Products. Parloa reserves the right, at its sole discretion, to add, remove, or replace AI models at any time.

## **7. Cooperation**

The Partner agrees to cooperate with Parloa in identifying and resolving AI Act compliance issues.

## **8. Intellectual Property Rights**

8.1. Subject to applicable law and the terms of the Agreement, Parloa grants the Partner an exclusive, transferable and sublicensable right to use, reproduce, store, and distribute the Outputs generated by the Parloa Products, without limitation in time or territory, for its own business purposes as well as for the provision of services to its Customers, except for any use of Outputs for the development or training of competing AI systems. Parloa's right to use Metadata pursuant to Section 8.3. shall remain unaffected.

8.2. Parloa is entitled to use the Input and Output solely to operate, maintain, and provide the Parloa Products and related services.

8.3. Parloa retains a perpetual, irrevocable, transferable, sublicensable, worldwide, royalty-free license to use Metadata for purposes including maintaining and improving the Parloa Products and related services, developing new features and offerings, ensuring system security and integrity, and complying with applicable legal obligations. For these purposes, Parloa is entitled to use the Metadata without restriction, in all known and unknown forms of use, without limitation regarding transferability, sublicensing, time, place, or type of use, and free of charge. This right shall survive termination of the Agreement.

8.4. The Partner shall ensure that all necessary rights, consents, and permissions have been obtained from its Customers and Users to enable the use and processing of Input and Outputs in accordance with the Agreement and these AI Terms.

## **9. Copyright Infringement**

9.1. Parloa's obligation to indemnify and defend the Partner against any third-party claims or legal actions alleging infringement of intellectual property rights related to the Output shall apply only if (i) the Parloa Products have been used, modified, and distributed in full compliance with applicable intellectual property laws and terms set out in the Agreement and these AI Terms; (ii) all recommended security measures and remedial actions outlined by Parloa for configurable security features were duly implemented before the incident giving rise to the claim; and (iii) all necessary rights and licenses to use the relevant Input - including any data employed for customization or training of models that produced the contested Output - have been obtained and maintained.

9.2. This obligation is conditioned on the continuous activation and integrity of all content filters, restrictions, and security features embedded within the Parloa Products during the generation of the Output in question.