

# AMP - Fair Use and Consumption Policy

This Policy governs the use of the Parloa Agent Management Platform (“**AMP**”) and forms an integral part of the Master Service Agreement (“**MSA**”) or any other contractual agreement between the Customer and Parloa (the “**Agreement**”).

The purpose of this Policy is to define the framework under which pricing, billing, and consumption of AMP are determined. All usage of AMP is subject to categorization according to the following parameters:

- Agent Tier: Pricing is linked to the complexity of each Agent, as determined by the total prompt size and the functionalities enabled (e.g., FAQ, Routing, Authentication, Integrations, Payments, or advanced workflows).
- Usage Metrics: Consumption is measured according to the type of interaction.

By establishing these categories, this Policy ensures that pricing is consistent, transparent, and proportionate to the actual complexity and scale of use cases deployed by the Customer.

The Customer acknowledges and agrees that all pricing and billing under AMP is exclusively determined in accordance with these categories and the restrictions defined herein. Any use outside these parameters constitutes a breach of this Policy and may lead to reclassification, retroactive billing, or other remedies available to Parloa under the Agreement.

## 1. Definitions

- 1.1. “**AI Agent**” means a configurable artificial intelligence-based software agent deployed within the AMP. An AI Agent is defined by its prompt size, configuration, and enabled functionalities (including, but not limited to, skills such as FAQ handling, Routing, Authentication, Integrations, Payments, and context prefetching).
- 1.2. “**Customer**” means the legal entity that has entered into the Agreement with Parloa for the provision and use of AMP, including its employees, agents, contractors, and any third parties acting under its authority or on its behalf.
- 1.3. “**Dynamic Prefetching**” means the automated retrieval of case-specific data from external systems during a session with an AI Agent. It is permitted to provide relevant context, provided that such retrieval remains within the limits set out in this Policy and is not used to circumvent Agent Tier classification.
- 1.4. “**End User**” refers to the natural person that interacts with the AI Agent.
- 1.5. “**Prompt Size**” refers to the total number of characters used to configure and guide an AI Agent, including instructions, context, constraints, skills and tool configurations. Prompt Size defines the Agent’s capabilities and limitations.

## 2. Agent Tier Definitions

2.1. Pricing is determined based on the complexity and functional scope of the selected AI Agent. AI Agents are categorized into different tiers (each of them an “**Agent Tier**”), as defined below.

### 2.2. Agent Tier Determination

The Parties shall jointly determine which Agent Tier is appropriate for each AI Agent deployed. As a general rule, the applicable Agent Tier shall be based on the complexity of the relevant use case. Customers may independently adapt the configured AI Agents to upgrade or downgrade the originally assigned Agent Tier accordingly.

### 2.3. Agent Tiers

Tier	Description	Typical Use Case	Functionality	Prompt Size Limit
Basic Agent	Entry-level tier designed to address basic use cases, requiring minimal AI Agent complexity	Basic FAQ Agent without integrations, authentication, and routing	Core FAQ skill set only	Up to 25,000 characters
Standard Agent	Mid-level tier for standard complexity behaviors.	End-to-EndE resolution of 3-5 use cases within a single AI Agent	All skills available, including prefetching of context.	Up to 50,000 characters

## 3. Usage Metrics

### 3.1. Conversations (Voice Interactions)

3.1.1. A Conversation means a distinct voice-based interaction initiated by an End User and handled by an AI Agent within a defined session. Each Conversation is measured from the time the interaction is connected to the AI Agent until the earlier of (i) termination by the End User, (ii) transfer to another Agent (human or AI), or (iii) system disconnection.

3.1.2. Billing Interval: The cumulative duration of each Conversation shall be measured in seconds and rounded up to the nearest sixty (60) seconds per Conversation. Where a Conversation is handed over between AI Agents, each Agent’s Conversation is metered independently.

3.1.3. “**Interaction Minutes**” are the aggregated total duration of all Conversations measured during a billing period, expressed in minutes. Interaction Minutes accrue per AI Agent based on the rounded billing interval defined above.

### 3.2. Chat Turns

3.2.1. A “**Chat Turn**” means one complete conversational exchange consisting of a single End User request (whether text or other supported modality) and the corresponding Agent’s response. The first system-generated welcome message, if any, is excluded from metering.

3.2.2. Measurement: Chat Turns are counted cumulatively across all chat sessions within a billing period.

3.3. All consumption is measured by Parloa's internal billing systems. Parloa's records shall be conclusive and binding for billing purposes.

#### **4. Restrictions**

4.1. Customers must not engage in any practice designed to circumvent pricing or Agent Tier limitations. In particular, it is prohibited to manipulate the configuration of an AI Agent or related sessions in a way that misrepresents its actual complexity or usage. Prohibited practices include, but are not limited to, artificially reducing prompt size, splitting or altering sessions, or dynamically injecting substantial configuration elements outside the defined limits.

4.2. Dynamic Prefetching of caller-specific context is permitted for legitimate operational purposes, subject to the following condition:

4.2.1. Any Dynamically Prefetched instructions, prompts, or configuration elements introduced at runtime must not, in aggregate, exceed twenty percent (20 %) of the AI Agent's configured Prompt Size limit.

4.3. Any behavior intended to artificially reduce the configured Prompt Size within the Parloa Platform while injecting substantial prompt content dynamically - thereby avoiding applicable tier pricing - shall be deemed a material breach of this Policy and of the Agreement entitling Parloa to reclassify the relevant Agent, adjust billing retroactively, suspend affected services, and/or terminate the Agreement for cause.

#### **5. Plan Upgrades and Usage Monitoring**

5.1. If the Customer adjusts an AI Agent to another AI Agent Tier or different plan, the new Agent Tier or plan will take effect from the moment the AI Agent is deployed. For annual prepaid contracts, any price difference will be prorated for the remaining months of the term and invoiced, payable within thirty (30) days. The new pricing will apply to the remainder of the contractual term.

5.2. Parloa may reclassify AI Agents into the appropriate Agent Tier if actual usage exceeds configured limits.

5.3. The Customer may monitor its consumption via the AMP Insights Dashboard. The Dashboard is provided for operational monitoring purposes and may reflect usage metrics on a near real-time basis. For invoicing, only the records generated by Parloa's billing systems shall be legally binding.

#### **6. Audit and Verification**

6.1. Parloa reserves the right to audit Customer's usage to verify compliance with this Policy.

6.2. In the event of inconsistencies between Customer-reported and Parloa-recorded usage, Parloa's system data shall prevail unless demonstrably incorrect.

#### **7. Amendments**

Parloa reserves the right to amend this Policy upon thirty (30) days' written notice to the Customer. Continued use or resale of AMP after such notice shall constitute acceptance of the amended Policy.