



Fair Use and Dynamic Consumption Policy

1. Fair Use

1.1. Consumption Package Volume

The Customer is permitted to exceed their consumption package's minutes limit by up to 5% in any given year without incurring additional charges. If the Customer exceeds the allowable 5% overuse in any given year, the following options and procedures will apply:

- 1.1.1. If the Customer exceeds the allowable 5% overuse, they have the option to upgrade to the next package tier.
- 1.1.2. If the Customer exceeds the usage limit of their current annual plan but chooses not to upgrade, any additional usage beyond the allowable limit will be billed at a rate of \$0.32 per minute. These additional charges will be calculated at the end of each year and invoiced, with payment due within thirty (30) days from the invoice date.

1.2. Upgrade to a new plan

If the Customer chooses to upgrade to a new package tier or plan, it will take effect the following month. Until the new package tier or plan becomes effective, the Customer will remain on their current plan or package tier regardless of additional usage. If the Customer has paid annually in advance and upgrades to the next package tier or other plan, the billing adjustment will be handled as follows: The cost difference between the current package or plan and the upgraded package or plan will be prorated for the remaining months of the current annual term. The Customer will receive an invoice for the prorated amount, which is due within thirty (30) days from the invoice date. The new package or plan's rate will apply from the first day of the month following the upgrade. The upgrade will be applied to any remaining annual terms in the customer contract.

2. Dynamic Consumption - Purchase of One-Off Packages

- 2.1. The Customer has the option to purchase one-off consumption packages if they anticipate exceeding their package's usage limits. These packages provide additional minute allowances that can be used without the need to upgrade to a higher package tier.
- 2.2. Availability and Pricing: The one-off consumption packages are available in predefined quantities and at specified prices. Detailed information on available packages and pricing can be provided upon request.
- 2.3. Application of Packages: Purchased one-off packages will be applied to the Customer's account immediately upon purchase. The additional minute allowances from these packages can be used within the current Agreement term and will be counted before calculating any overage charges.
- 2.4. Validity and Expiry: One-off consumption packages are valid for the current Agreement term in which they are purchased and do not carry over to subsequent terms. Any unused allowances from the one-off packages will expire at the end of the current Agreement term.
- 2.5. Invoicing: Charges for the one-off consumption packages will be included in the invoice for the month in which the package was purchased. The invoice will detail the standard plan charges, the cost of the one-off package, and any additional overage charges if applicable.

3. Essential Analytics Dashboard



The Customer has the option to view their usage details through the Essential Analytics Dashboard, where they can monitor consumption activity, including total call duration, number of calls, minutes consumption, and their current AHT. Metrics in the Essential Analytics Dashboard may differ from the metrics provided in the invoice.

4. Invoicing

- 4.1. In the event of any discrepancy or dispute regarding an invoice, the Customer shall notify Parloa in writing within seven (7) days from the receipt of the invoice. Failure to provide such notification within the specified time period will be deemed acceptance of the invoice by the Customer.
- 4.2. In the event of a dispute, Parloa's records and data shall be deemed accurate and binding, unless the Customer provides clear and convincing evidence to the contrary.
- 4.3. The Customer shall pay all undisputed amounts by the due date, as specified in the invoice, while any disputed amount is under review. Disputes over a portion of an invoice shall not delay payment of the remaining undisputed portion.
- 4.4. If the parties cannot resolve the dispute through good faith negotiations within thirty (30) days, the matter shall be escalated to management of both parties.

5. Definitions

Conversations (also Calls)

The total number of distinct conversations recorded within a specified time period. Each conversation is initiated when a customer starts interacting with the AI agent and ends when the user hangs up.

Call Minutes

The cumulative duration of all conversations, measured in minutes. This metric sums the total time from the start to the end of each conversation. The minute is rounded up to the nearest sixty (60) seconds.

Average Handle Time (AHT)

The average time taken to handle a conversation, from start to finish. It is calculated by taking the total minutes of calls during a billing cycle and dividing it by the total number of calls.