Parloa LENS - Product Terms

1. Scope and Order of Precedence

1.1. These Parloa LENS Product Terms (the "LENS Terms") apply exclusively to the provision and use of Parloa LENS ("LENS"), Parloa's service for monitoring and evaluating AI-agent conversations, irrespective of whether LENS is ordered as a feature of the Parloa Agent Management Platform ("AMP") or on a standalone basis. They do not apply to any other Parloa product or service, which is governed by its own terms.

1.2. The LENS Terms form an integral part of each Order Form that includes LENS. "Agreement" means the agreement between Parloa and the customer named in the Order Form ("Customer") under which Customer orders Parloa services, including the Order Form and the general terms referenced therein. Capitalized terms not defined in these LENS Terms have the meaning given in the Agreement or the Order Form.

1.3. In the event of a conflict regarding LENS, the Order Form prevails with regard to commercial terms (in particular fees, volumes and term), and these LENS Terms prevail over the Agreement in all other respects. The LENS Terms apply in addition to the data processing agreement between the Parties (the "DPA").

1.4. Nothing in these LENS Terms excludes or limits any liability that cannot be excluded or limited under applicable mandatory law.

2. Definitions

2.1. In these LENS Terms:

(a) "**Conversation**" means a single end-to-end interaction between an end user and an AI agent, by voice or chat, that is identified by a unique conversation or session identifier and made available to LENS as a transcript, recording or session record.

(b) "**Billable Conversation**" means a Conversation that is ingested into LENS while a Diagnostics Package is enabled, irrespective of the number of metrics evaluated for it and irrespective of whether, under Section 3.2, only a sample of Conversations is evaluated for a given metric.

(c) "**Diagnostics Packages**" means the Core Diagnostics Package and the Deep Diagnostics Package; "**Monitoring Package**" means the deterministic operational metrics included in LENS at no additional charge.

(d) "**Custom Evaluations**" means customer-defined LLM-based metrics that Customer configures and runs on its Conversations in LENS, with the sampling set by Customer, and that Parloa makes available once Custom Evaluations are generally available and have been activated for Customer. Custom Evaluations are executed in real time or in batch and are charged per evaluation executed at the rates stated in the Order Form. An "**evaluation**" means one execution of one Custom Evaluation metric on one Conversation.

(e) "**Navigator**" means the AI-based assistant in LENS that answers questions about Customer's Conversations and Evaluation Results, as described in the Documentation.

(f) "**Documentation**" means Parloa's then-current LENS product documentation, including the LENS metric catalog (docs.amp.parloa.com).

(g) "**Customer Data**" means all data, content and materials that Customer, its Affiliates or its authorized users make available to LENS, or that are generated by Customer's AI agents and processed in LENS, including Conversation transcripts, recordings, metadata, logs, tool-call data and Third-Party Platform Data, and including personal data contained therein.

(h) "**Third-Party Platform**" means any AI-agent, voice, chat, contact-center or conversation-analytics product, platform or service that is not provided by Parloa; "**Third-Party Provider**" means its provider or licensor.

(i) "**Third-Party Platform Data**" means any Customer Data that originates from, or was generated, recorded or exported using, a Third-Party Platform.

(j) "**Third-Party Materials**" means any materials owned by or licensed from a Third-Party Provider or another third party that are contained in or accompany Third-Party Platform Data, including prompts, system instructions,

agent, workflow or routing configurations, knowledge bases, models and model weights, source code, schemas, documentation, evaluation datasets and benchmarks.

(k) "**Evaluation Results**" means the outputs generated by LENS from Customer Data, such as scores, classifications, labels, summaries, dashboards and Navigator responses.

(l) "**Third-Party Terms**" means the contractual terms, license conditions and policies of a Third-Party Provider governing access to or use of its Third-Party Platform and the data generated by it.

3. Services

3.1. Lens provides (a) operational monitoring through the Monitoring Package, (b) LLM-based evaluation of Conversations through the Diagnostics Package(s) selected in the Order Form, and (c) Parloa Navigator. The metrics included in each package are described in the then-current Parloa Lens Metric Catalog (docs.amp.parloa.com).

3.2. Processing and sampling. Metrics designated as compliance-critical are evaluated in real time on every Conversation, with a targeted (non-binding) latency of approximately one minute. Behavioral metrics are evaluated overnight on representative samples; Parloa determines the sampling rate per metric based on the volume of Conversations available. The fees for the Diagnostics Packages include such sampling.

3.3. Compatibility and data delivery. Customer provides Third-Party Platform Data to Parloa itself, in the formats and by the delivery methods documented by Parloa from time to time. Parloa does not connect to, access or integrate with any Third-Party Platform and has no obligation to do so. Parloa does not warrant that data from a particular Third-Party Platform can be processed in Lens.

3.4. Planned functionality. Functionality that Parloa describes as planned or upcoming is not part of the Services unless and until Parloa has made it generally available and the Parties have confirmed its inclusion and pricing in writing. Roadmap statements are non-binding.

3.5. Changes to metrics. Parloa may change the composition of the metrics for Lens included in the package at any time by removing, adding or replacing individual metrics, provided that the overall functionality of Lens as agreed in an order, is not materially reduced. Such changes do not entitle Customer to a refund or fee reduction, and added or replacement metrics do not require a separate written confirmation or additional fees. Parloa will inform Customer of removals and replacements through the product documentation or release notes.

4. Fees

4.1. Fees for the Diagnostics Packages are charged per Billable Conversation, and fees for Custom Evaluations per evaluation executed, at the rates stated in the Order Form. Absent manifest error, Parloa's usage records are authoritative for invoicing.

4.2. All fees are stated exclusive of VAT and other taxes. Payment terms are as stated in the Order Form.

5. Customer Data and Data Protection

5.1. **Ownership and purpose.** As between the Parties, Customer retains all rights in Customer Data, and may use Evaluation Results for its own business purposes, subject to Parloa's rights in Lens under Section 7.3. Customer grants Parloa, its Affiliates and its approved sub-processors a non-exclusive, royalty-free right to host, copy, process, analyze and display Customer Data solely to provide, secure and support Lens for Customer in accordance with the Agreement and Customer's documented instructions, and as set out in Section 5.3.

5.2. **Restrictions on Parloa.** Parloa will not (a) except as permitted by Section 5.3, use Customer Data to train, fine-tune or improve AI models or products made available to third parties; (b) disclose Customer Data to other customers; (c) access, scrape or otherwise obtain data, materials or credentials from any Third-Party Platform, or knowingly use Third-Party Materials, or use Third-Party Platform Data to analyze, benchmark, replicate or reverse engineer a Third-Party Platform itself, it being understood that evaluating the performance of Customer's own AI agents and Conversations for Customer is the purpose of Lens and is not restricted by this clause; or (d) use Customer Data or Evaluation Results derived from Third-Party Platform Data in marketing, publications or comparative statements concerning a Third-Party Provider or its platform.

5.3. **Anonymized Data.** Customer grants Parloa the right to create Anonymized Data from Customer Data (including original and redacted transcripts) and to use Anonymized Data, during and after the term of the Agreement, to train, fine-tune, test, evaluate and improve Lens and Parloa's AI models, products and services, including those

made available to third parties. "**Anonymized Data**" means data derived from Customer Data that (i) does not contain personal data and cannot be attributed to an identified or identifiable natural person, whether by Parloa or by a third party using means reasonably likely to be used, (ii) does not identify Customer, its customers or its business partners, and (iii) does not contain Third-Party Materials. Parloa shall apply state-of-the-art anonymization techniques before any such use, shall not attempt to re-identify Anonymized Data, and shall not make Anonymized Data available to third parties as a dataset, but only embedded in trained models, aggregated statistics or product improvements. Customer instructs Parloa under the DPA to carry out the anonymization described in this Section and shall ensure that the DPA reflects this. Parloa may further use aggregated, de-identified operational statistics on the use of Lens (such as volumes, latency and error rates).

5.4. **Data protection.** To the extent Customer Data contains personal data, Customer is the controller and Parloa acts as processor under the DPA. Customer is solely responsible for having a valid legal basis for the processing, for providing all required notices and obtaining all required consents (including for the recording and analysis of calls and chats), and for complying with laws on the secrecy of telecommunications and, where Conversations involve Customer's employees or contractors, with applicable labor and co-determination law.

5.5. **Customer warranties.** Customer warrants, as of the date of the Order Form and each time it makes Third-Party Platform Data available, that:

(a) Customer has, and will maintain, all rights, licenses, consents and permissions required to make the Customer Data available to Parloa and to permit its processing as set out in the Agreement;

(b) making Third-Party Platform Data available to Parloa, and its processing in Lens, does not breach any agreement with a Third-Party Provider, including confidentiality obligations, license and acceptable-use terms, and restrictions on data export, competitive analysis, benchmarking, or the use of outputs or data for evaluating or comparing services;

(c) the Customer Data, and its provision to and processing by Parloa as contemplated by the Agreement, do not infringe or misappropriate any intellectual property right, trade secret or other right of any third party, including any Third-Party Provider;

(d) the Customer Data does not contain Third-Party Materials, unless owned by Customer or the rightsholder has expressly permitted in writing that they be made available to Parloa for the purposes of these LENS Terms;

(e) Customer has complied and will comply with all laws applicable to the Customer Data, including data protection law and laws on the recording of calls and the secrecy of telecommunications, has a valid legal basis for the processing and has given all required notices;

(f) the Customer Data does not contain malicious code, credentials, API keys or other authentication secrets and, unless agreed in writing, no special categories of personal data within the meaning of Art. 9 GDPR and no payment card data; and

(g) Customer has not obtained and will not provide any Third-Party Platform Data through unauthorized access, scraping, circumvention of technical or contractual restrictions, use of another person's credentials, or any other method that breaches Third-Party Terms or applicable law.

5.6. **Return and deletion.** Within [30] days after the end of the term of the Order Form (or earlier on Customer's written request, subject to Section 5.8), Parloa will delete Customer Data, including Third-Party Platform Data, from Lens, subject to statutory retention obligations and routine backup cycles; this does not apply to Anonymized Data. Customer may export Evaluation Results before that date. Further details are governed by the DPA.

6. Third Party Platform Data

6.1. **Customer responsibility.** Parloa does not access or use any Third-Party Platform and does not receive access credentials for any Third-Party Platform. Customer alone is responsible for its access to, export from and lawful use of Third-Party Platforms, and for determining, before it makes any Third-Party Platform Data available to LENS, that it is entitled to do so and to have Parloa process that data as contemplated by the Agreement. Parloa is not a party to Customer's agreements with Third-Party Providers, has not reviewed them, gives no assurance as to their content and is not responsible for the accuracy, completeness or legality of Third-Party Platform Data.

6.2. **Data selection.** Customer shall make Third-Party Platform Data available only in the fields and formats documented by Parloa for Lens and shall prepare its data deliveries so that Third-Party Materials are excluded or redacted. Parloa processes Customer Data in good faith and in reliance on Customer's warranties in Section 5.5.

Such processing does not constitute consent to, or participation in, any breach of Third-Party Terms or infringement of any third-party right**.**

6.3. **Evidence, notices and stop of delivery.** On Parloa's reasonable request, Customer shall provide evidence of its entitlement under Section 5.5, which Parloa will treat as Customer's confidential information. Customer shall notify Parloa without undue delay, and in any event within three (3) business days, of any objection, claim, audit request, cease-and-desist letter or other communication from a Third-Party Provider or other third party relating to Customer Data. Customer shall immediately stop delivering the affected Third-Party Platform Data upon Parloa's written request under Section 6.4 or upon receipt of any communication from a Third-Party Provider objecting to such delivery.

6.4. **Protective measures.** If Parloa reasonably suspects that Customer Data or its processing infringes rights of a third party or violates law, or if Parloa receives a claim, notice or demand to that effect from a third party or authority, Parloa may, to the extent reasonably necessary and with prior notice where practicable, (a) suspend the ingestion or processing of the affected Customer Data, (b) restrict access to it, (c) delete it, or (d) on written notice, terminate the affected part of LENS or the Order Form if the issue is not resolved within thirty (30) days, or immediately if continued provision would expose Parloa to a credible risk of injunctive relief or other material legal exposure. Parloa may likewise decline or stop processing data originating from a particular Third-Party Platform if continued processing would expose Parloa to legal risk. Parloa will lift such measures once Customer has demonstrated to Parloa's reasonable satisfaction that the issue has been resolved. Parloa is not liable for the resulting restriction or termination of LENS where it acted on the basis of reasonable suspicion or a third-party demand.

6.5. **Publication of results.** Customer shall not disclose or publish Evaluation Results derived from Third-Party Platform Data in a way that identifies or compares a Third-Party Platform without Parloa's prior written consent, and shall not state or imply that Parloa or LENS endorses or has verified any such comparison.

7. Indemnification by Customer

7.1. Customer shall indemnify, defend and hold harmless Parloa, its Affiliates and their respective directors, officers, employees, contractors and sub-processors (“**Parloa Indemnitees**”) from and against all claims, demands, actions and proceedings (including by regulators) brought by a third party (“**Claims**”), and all resulting damages, losses, liabilities, settlement amounts, fines (to the extent legally indemnifiable), costs and expenses, including reasonable attorneys’ and experts’ fees, court costs and the costs of legally required or reasonably necessary protective measures (“**Losses**”), to the extent arising out of or in connection with:

(a) any allegation that Customer Data, or its provision to or processing by Parloa as contemplated by the Agreement, infringes or misappropriates any intellectual property right, trade secret or other right of a third party;

(b) any allegation by a Third-Party Provider that Customer’s provision of Third-Party Platform Data to Parloa, or Customer’s use of Lens to evaluate or analyze a Third-Party Platform or its outputs, breaches a contract, a confidentiality obligation or applicable law, including unfair competition law and trade secret law, or any common law tortious interference claim;

(c) any inaccuracy of, or breach of, Customer’s warranties in Section 5.5;

(d) any violation of data protection law or of the rights of data subjects resulting from Customer’s failure to have a valid legal basis for, or to provide required notices regarding, the processing of Customer Data; or

(e) any breach by Customer of Third-Party Terms in connection with the Customer Data or its use of Lens

7.2. **Exclusions.** Section 6.1 does not apply to the extent the Loss was caused by (a) Parloa’s use of Customer Data in breach of Section 5.1, 5.2 or 5.3, or (b) wilful misconduct or gross negligence of a Parloa Indemnitee.

7.3. **Procedure.** Parloa shall notify Customer in writing without undue delay after becoming aware of a Claim; late notice relieves Customer only to the extent it is prejudiced thereby. Upon written confirmation of its indemnification obligation, Customer shall conduct the defense and settlement of the Claim with counsel reasonably acceptable to Parloa. Parloa may participate with its own counsel at its own expense; Customer bears Parloa’s reasonable counsel costs if a conflict of interest exists, if Customer does not assume the defense within ten (10) business days after notice, or if the Claim seeks injunctive or other non-monetary relief against a Parloa Indemnitee. Customer shall not settle a Claim in a manner that imposes any obligation, restriction or admission on a Parloa Indemnitee, or that does not fully release it, without Parloa’s prior written consent. Parloa shall provide reasonable cooperation at Customer’s expense. Parloa may take immediate steps it considers necessary to avert

imminent legal consequences (including under Section 5.8); the reasonable costs of such steps constitute Losses.

7.4. **Release.** Where a Claim is asserted against a Parloa Indemnitee, Customer shall release the Parloa Indemnitee from the Claim and the Losses. This obligation arises when the Claim is asserted in writing and does not depend on the Parloa Indemnitee having first made a payment.

7.5. **Relationship to other provisions.** Customer's obligations under this Section 6 are not subject to any exclusion or limitation of liability under the Agreement. Parloa's indemnification obligations (if any) under the Agreement do not apply to Customer Data, Third-Party Platform Data, Third-Party Materials, or Claims arising from the combination of Lens with a Third-Party Platform or from Customer's instructions.

8. AI-Generated Results

8.1. Evaluation Results of the Diagnostics Packages, Custom Evaluations and Navigator are generated using LLM-based methods and are probabilistic. They may be incomplete, inaccurate or not reproducible. Customer is responsible for reviewing Evaluation Results before relying on them for business, personnel, compliance or other decisions.

8.2. Lens, including its compliance, safety and PII-detection metrics, supports Customer's own monitoring. It does not constitute legal, regulatory or compliance advice, does not guarantee the detection of all non-compliant, unsafe or erroneous Conversations, and does not relieve Customer of its own compliance obligations.

8.3. Parloa retains all rights in Lens, including its metrics, evaluators, prompts, models, methods and documentation. Nothing in the Agreement transfers any such rights to Customer.

9. General

9.1. Sections 5.2, 5.3, 5.5, 5.6, 6.3, 6.5, 7 and 8 survive expiry or termination.

9.2. Parloa may amend these LENS Terms at any time by publishing the updated version at https://www.parloa.com/terms-policies/. Amendments take effect upon publication or on the later date stated therein. Customer's continued use of LENS after an amendment takes effect constitutes acceptance of the amended LENS Terms. Commercial terms agreed in the Order Form remain unaffected.

9.3. If a provision of these LENS Terms is or becomes invalid or unenforceable, the remaining provisions remain unaffected, and the Parties shall replace the invalid provision with a valid one that comes closest to its commercial purpose.

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