



Partner AI Terms for Parloa

1. Scope

1.1. These Specific Terms and Conditions for AI Services (hereinafter "AI Terms") apply to the provision of the Parloa AI- powered Platform (hereinafter "Platform"), as described in the Partner Agreement or any other agreement referencing to the Platform and the relationship between Parloa and the Partner by Parloa GmbH (hereinafter "Agreement"), Schönhauser Allee 9, 10119 Berlin (hereinafter "Parloa") or any affiliate or subsidiary listed as a party in the Agreement.

1.2. The purpose of these AI Terms is to define responsibilities and obligations related to the use of artificial intelligence capabilities of the Platform by Partners when implementing it for, any business resale or granting access to their customers.

1.3. These AI Terms are supplementary to any additional product-related terms and conditions for the use of a specific product ("Additional Terms"). In case of a conflict between the provisions of the Additional Terms and these AI Terms, the provisions of these AI Terms shall prevail.

1.4. Terms not defined in these AI Terms have their meaning specified in the Agreement.

2. Definitions

"AI" means artificial intelligence, including any system, software, or technology that demonstrates the ability to perceive its environment, process data or stimuli, reason, learn from and adapt to experiences, and make decisions or take actions that would otherwise require human intelligence, including (but not limited to) machine learning, algorithms, neural networks, speech and natural language

processing, computer vision, robotics and autonomous systems. AI may operate autonomously or with varying degrees of human input and control.

"AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonized rules on artificial intelligence.

"End-User" means the end customers or any third party of the Partner who interacts with the Platform.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Input" means any data or information, documents, knowledge sources, or any type of data directly provided to the Platform by the Partner, their End Users or indirectly acquired by the Platform based on which the Platform produces an Output.

"Output" means the text and/or voice content generated by the Platform.

"End-User Request" means the questions, requests, or queries asked by the End-User to the Platform.

3. Intended purpose of the Platform

3.1. The Partner acknowledges and agrees that the intended purpose of the Platform, within the meaning of the AI Act, is to generate an artificial neutral "customer service" agent capable of responding to End-User Requests using a retrieval-augmented generation (RAG) process trained on the basis of Input and instructions.

3.2. In accordance with the AI Act, Partner acknowledges that it can freely customize the Platform. In particular, Partners or End-Users can upload Input to the Platform and determine for which use cases it will be used by the End-Users. Partner hereby acknowledges and accepts that Parloa doesn't proceed with any verification or compliance check of such Input or use cases. Parloa therefore disclaims any liability or warranty related to the compliance of such Input and use cases with any applicable laws and regulations, and in particular with the GDPR and AI Act.

3.3. The Partner shall not use, nor permit third parties to use the platform or access to the platform or its data to create, train, or improve (directly or indirectly) a similar or competing product or service.

3.4. The Partner is prohibited from using the Platform provided by Parloa to uncover or extract any underlying components of the models, algorithms, or systems, including but not limited to the exfiltration of model weights.

3.5. The Partner may not employ web scraping, web harvesting, or other data extraction methods to gather data from the Platform provided by Parloa.

3.6. Any use of the Platform that deviates from the intended purpose described above is not compliant with the Agreement and may qualify the Partner as a "provider" under Article 25(1) c) of the AI Act.

4. Compliance

4.1. The Partner shall comply with all applicable laws and regulations, particularly personal data regulations and the AI Act, in its role as a reseller or implementation partner. This includes ensuring compliance with the use cases it determines for its customers. The Partner is solely responsible for providing End-Users with any information notices required by applicable laws and regulations, including GDPR and the AI Act. For example, if the Partner uses the Platform for emotion recognition (a possible use case but not a specific functionality provided by Parloa), the Partner must

ensure that End-Users receive a transparency notice as required under Article 50 of the AI Act.

4.2. The Partner undertakes to use the Platform in accordance with the Agreement, the Acceptable Use Policy, and the provisions of the AI Act, acting in its capacity as a reseller or implementation partner.

4.3. The Partner shall not use the AI System for any unlawful purposes.

4.4. The Partner undertakes to provide End-Users of the Platform and any involved personnel with appropriate AI literacy. This includes devoting reasonable time and resources for End-Users and involved personnel to receive AI-awareness material and ensuring that End-Users have access to the Platform training manuals and documentation. Should the Partner have any doubts regarding the operation of the Platform, these should be raised as soon as practicable and in writing with Parloa.

4.5. High-Risk Use: Modern technologies, particularly platform technologies, may be used in new and innovative ways. The Partner must consider whether its specific use of these technologies is safe. The Platform is not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Platform could result in death or serious bodily injury, or in physical or environmental damage (collectively, "High-Risk Use"). Therefore, the Partner must design and implement every application such that, in the event of any interruption, defect, error, or other failure of the Platform, the safety of people, property, and the environment is not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. The Partner's or their customer's High-Risk Use of the Platform is at its own risk. The Partner agrees to defend, indemnify, and hold Parloa harmless from and against all damages, costs, and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Platform, including any claims based on strict liability or alleging that Parloa was negligent in designing or providing the Platform to the Partner. This

indemnification obligation is in addition to any defense obligations set forth in the Agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

5. Provision of the Platform

5.1. Parloa takes reasonable steps to provide the Platform in accordance with the description set forth in the Agreement.

5.2. Due to the AI nature of the Platform, the Partner acknowledges that Parloa makes no other representations, warranties, or undertakings regarding the operation of the Platform or the adequacy of the Outputs, including any undertakings that the Outputs meet the Partner's or End-User's individual requirements. To the extent permitted by law, any warranties, conditions, or terms as to fitness for purpose or satisfactory quality are excluded.

5.3. The Partner acknowledges that the Platform relies on pre-existing AI models that have been trained using sources other than Partner Data.

6. Cooperation

6.1. The Partner shall actively cooperate with Parloa to identify, promptly report, and assist in resolving any issues related to AI Act compliance (or other applicable laws and regulations) of the Platform, including, without limitation, by providing any information and assistance which Parloa may reasonably require.

6.2. Parloa reserves the right to deploy a circuit-breaker capable of interrupting and stopping the Platform in the case of a suspected or proven material compliance breach or changes in applicable laws and regulations. Parloa is entitled to deploy the circuit-breaker in any circumstances where it reasonably considers it necessary to do so or to comply with the AI Act and/or applicable laws and regulations. The Partner or their customers and End-Users shall not be entitled to any compensation or refunds in the event that Parloa deploys the circuit-breaker in accordance with this clause.

7. Intellectual property rights attached to the Outputs

7.1. The Partner and Parloa agree that, to the extent necessary and possible, all current and future intellectual property rights in the Outputs (other than Partner Data) are hereby assigned to Parloa, with full title guarantee and free of any encumbrances or moral rights.

7.2. Subject to the terms of the Agreement and payment of the any Usage Fees, Parloa grants the Partner a non-exclusive, non-transferable, non-sublicensable license to use the Outputs for the intended purpose and in compliance with the Partner's obligations and restrictions related to the use of the Platform, for the Agreement Term defined in the Agreement or any customer specific agreement.

8. Training

8.1. The Partner grants a royalty-free, worldwide, sublicensable, non-exclusive license to Parloa (and each of its direct and indirect subcontractors) to use, copy, and otherwise utilize the Partner Data as required to develop or provide the Platform and/or other Parloa software with AI capabilities, as well as to further develop and improve its AI systems and models.

8.2. The Partner is prohibited from using or directing third parties to use the Platform provided by Parloa to generate output content for the purpose of creating synthetic training data to develop or train AI models or systems with similar functionality to those provided by Parloa, unless explicitly permitted in product-specific terms.

9. Third party AI model

The Partner acknowledges that the Platform is based on a third-party AI model (GPT-4o). The use of the Platform shall be subject to the Acceptable Use Policy related to this AI model. The Partner agrees to comply with any terms and conditions relating to such AI model.

10. Copyright Commitment

Parloa's obligation to defend the Partner against third-party intellectual property claims related to the output content is subject to the following conditions:

While using the Platform to produce the output content that is the subject of the claim, the Partner or their customer must not have disabled, evaded, disrupted, or interfered with any content filters, restrictions, or safety systems that are part of the service.

The Partner must not modify, use, or distribute the output content in a manner that it knows or should know is likely to infringe or misappropriate any proprietary rights of a third party.

The Partner or their customer has sufficient rights to use the Input data in connection with the

service, including any data used to customize the model that produced the output content in question.

The claim does not allege that the output content, as used in commerce or trade, violates a third party's trademark or related rights.

For any configurable safety systems within the Platform, the Partner or their customer must have implemented all required mitigations as specified in the relevant documentation.

11. Use of the Platform by Parloa

Parloa reserves the right to limit the Partner's or their customer's access to or use of the Platform if there is a reasonable basis to believe that the output content or the Partner's or their customers actions violate the AI Terms or Acceptable Use Policy.