

AMP - Fair Use and Consumption Policy for Partner

1. Purpose and Scope

This Fair Use and Consumption Policy (“**Policy**”) governs the use of the Parloa Agent Management Platform (“**AMP**”) under any partnership, reseller or other agreement between Parloa GmbH (“Parloa”) and a third party (“**Partner**”).

This Policy forms an integral part of the Parloa Partner Agreement (the “**Agreement**”) and applies to all use, resale, and management of AMP-based products or services offered by the Partner to its customers (“**Customers**”).

The purpose of this Policy is to establish a transparent and consistent framework for the classification, measurement, and billing of AMP usage under Partner-led commercial arrangements.

2. Definitions

Unless otherwise defined herein, capitalized terms have the meanings set forth in the Agreement. For the purposes of this Policy, the following definitions apply:

- 2.1. “**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 (or “**Agent Tier**”, including, but not limited to, skills such as FAQ handling, Routing, Authentication, Integrations, Payments, and context prefetching).
- 2.2. “**Customer**” means the legal entity that has entered into a contractual arrangement with the Partner for the provision and use of AMP, including its employees, agents, contractors, and any third parties acting under its authority or on its behalf.
- 2.3. “**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.
- 2.4. “**End User**” refers to the natural person that interacts with the AI Agent.
- 2.5. “**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.

3. Determination of Agent Tiers

- 3.1. The Partner and Parloa shall jointly determine the applicable Agent Tier for each AI Agent deployed for Customers. Classification shall be based on the complexity, functionality, and configuration of the AI Agent.
- 3.2. The Partner or their Customer may configure or adapt AI Agents within the limits of the assigned Tier. Any modification that increases an AI Agent's complexity, prompt size, or functionality beyond the assigned Tier constitutes an upgrade and shall be subject to reclassification and corresponding billing adjustments.
- 3.3. Parloa reserves the right to reclassify any AI Agent if actual usage exceeds the applicable Tier limits, or if Parloa reasonably determines that the classification no longer reflects the deployed configuration.

3.4. 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-End resolution of 3-5 use cases within a single AI Agent	All skills available, including prefetching of context.	Up to 50,000 characters

4. Usage Metrics

4.1. Conversations (Voice Interactions)

- 4.1.1. 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.
- 4.1.2. 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.

- 4.1.3. **“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.

4.2. **Chat Turns**

- 4.2.1. 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.
- 4.2.2. Measurement: Chat Turns are counted cumulatively across all chat sessions within a billing period.

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

5. **Partner Monitoring Obligations**

- 5.1. The Partner can continuously monitor usage and consumption by its Customers using the AMP Insights Dashboard or any equivalent monitoring interface provided by Parloa.
- 5.2. The Partner shall ensure that Customer usage remains within the applicable Tier and consumption limits.
- 5.3. If monitoring indicates that a Customer is approaching or exceeding applicable limits, the Partner shall promptly notify Parloa and request a plan adjustment or Tier upgrade prior to continued deployment.

6. **Plan Upgrades and Additional Consumption**

- 6.1. If a Partner identifies that a Customer’s configuration or usage requires a higher Agent Tier or plan, the Partner shall submit a written request to Parloa. Parloa’s confirmation shall be required prior to the activation of the upgraded configuration. The upgraded Tier or plan shall take effect upon deployment of the modified AI Agent following Parloa’s approval.

- 6.2. For prepaid Partner Agreements, Parloa shall invoice the Partner on a prorated basis for the remainder of the contractual term. The Partner remains solely responsible for invoicing its Customers and for ensuring that corresponding commercial adjustments are applied on its side.
- 6.3. Parloa reserves the right to reclassify AI Agents into the appropriate Agent Tier if actual usage by a Customer exceeds the previously applicable limits. Such reclassification may trigger a retroactive adjustment of the Partner's billing for the relevant period.

7. Restrictions

Partners and Customers are expressly prohibited from engaging in any practice designed to circumvent the applicable pricing model or Tier restrictions, including but not limited to:

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

Any such conduct shall constitute a material breach of this Policy and of the Agreement, entitling Parloa to immediate reclassification, retroactive billing, service suspension, or termination for cause.

8. Audit and Verification

- 8.1. Parloa may audit Partner and Customer usage to verify compliance with this Policy.
- 8.2. In the event of inconsistencies between Partner-reported and Parloa-recorded usage, Parloa's system data shall prevail unless demonstrably incorrect.

9. Amendments

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