

# General Terms and Conditions of Parloa Inc.

Status: December 2023

## A. Scope

1. These General Terms and Conditions (hereinafter "**GTC**") apply to all services with regard to the platform (hereinafter "Parloa Platform") provided by **Parloa Inc.**, FL 2, 1245 Broadway, New York, NY, 10001, USA (hereinafter "**Parloa**") to the entity identified in the user agreement (hereinafter the "**User Agreement**") and all companies affiliated with the respective contractual partner (hereinafter "**Customer**", together with Parloa the "**Parties**") entered between Parloa and the Customer.
2. The User Agreement and the GTC together constitute the entire contract between Parloa and Customer and are hereinafter jointly referred to as "Contract". All appendices thereunto form an inseparable and essential component of this Contract.
3. Parloa is entitled to have services provided by third parties and entities acting on behalf of Parloa, including any representatives or affiliates ("**Parloa Service Providers**").
4. Any deviating, conflicting or supplementary terms and conditions in any purchase order of the Customer are not binding on Parloa, have no force or effect, and shall only be deemed agreed if and to the extent that Parloa has expressly agreed to them in writing. Parloa's failure to reject such terms and conditions shall not result in Customer's terms and conditions being deemed agreed. This also applies if Parloa performs services without reservation in the knowledge of other terms and conditions of the Customer.
5. Special agreements made in individual cases between Parloa and the Customer in writing shall take precedence. An agreement or confirmation in writing or text form shall be decisive for the content of such agreements, subject to proof to the contrary.
6. Unless defined in these GTC, capitalized terms shall have the meaning set forth in the User Agreement.

## B. Deployment of the Parloa Platform

1. Parloa enables the technical design and automated execution of dialogs between the Customer and its end customers via the Parloa Platform.
2. The current scope of functions of the Parloa Platform is set forth in the User Agreement between Parloa and Customer or the Annexes to the User Agreement.
3. Parloa is not responsible for establishing and maintaining the data connection between Customer's IT systems (or its third party service providers), the Delivery Point and Parloa Service Providers. Parloa is not responsible for malfunctions beyond the Delivery Point.
4. Parloa shall provide the services in connection with the provision of the Parloa Platform (hereinafter the "**Services**") within a reasonable period of time. If the "**Performance Dates**" are agreed in the User Agreement, these dates shall be deemed binding if they are expressly designated as such. Parloa is entitled to adjust these dates in coordination with the Customer.

## C. Customer's cooperation obligations and access to the Parloa Platform

1. Customer shall provide Parloa with all information, documents and data, computer programs and other means (hereinafter collectively "**Customer Data**") necessary for the proper setup and provision of the Parloa Platform and, to the extent necessary, allow Parloa's employees access to its business premises and computers during Customer's business hours to the extent necessary to fulfill the purpose of the User Agreement. If Customer fails to comply with its obligations to cooperate and Parloa is thus unable to complete Services within the agreed time, the agreed time schedule shall be reasonably extended.
2. The Customer warrants that the Customer Data provided to Parloa does not violate any legal provisions or the rights of third parties. The Customer will obtain all consent from end customers

required by applicable law insofar as consents of end customers are necessary for data collection and data processing carried out with the help of the Parloa Platform. The Customer must not share any sensitive or personal data or any proprietary or "**Confidential Information**" with Parloa. The Parloa Platform may generate output and results that are similar to those provided to other Parloa's customers because customers may also provide similar queries and information similar to Customer Data.

#### **D. Updating the Parloa Platform, the GTC and the Service Level Agreement**

1. Parloa is entitled to further develop the Parloa Platform, for example through updates or upgrades.
2. Parloa reserves the right to change or amend the GTC and/or the Service Level Agreement ("**SLA**") at any time, also within the existing contractual relationships. Parloa will notify the Customer of such changes in text form (e.g. by email) at least eight (8) weeks prior to the planned effective date of the changes, indicating the material changes. In the notice of change, Parloa shall inform the Customer of its right to object and of the consequences of an objection. In the event of an objection, Parloa shall have the right to terminate the User Agreement with the Customer with a notice period of four (4) months to the end of the month until the planned entry into force of the changes. Unless the Customer objects in writing or by email to legal@parloa.com within six (6) weeks from receipt of the notification, the changes shall be deemed to have been agreed upon as effective as of the planned effective date.

#### **E. Rights of use**

1. Parloa grants the Customer the non-exclusive and non-transferable right to use the Parloa Platform for the duration of the User Agreement as intended and for its own internal business purposes only. The Customer is not entitled to make the Parloa Platform available to third parties for use, neither for a fee nor free of charge. The Customer is expressly not permitted to sublet the Parloa Platform or attempt to or allow any third party to attempt to reverse engineer the Parloa Platform.
2. The Customer may only duplicate the Parloa Platform to the extent that this is covered by the intended use according to the respective current description of the Services. Necessary duplication is limited to loading into the main memory of the end devices used by the Customer for the use of the Parloa Platform.
3. The Customer grants Parloa the non-exclusive, worldwide, royalty-free, fully paid-up and non-transferable right to use the Customer Data (a) for the duration of the User Agreement in accordance with its intended purpose and exclusively for the provision of Services to the Customer under these GTC or the User Agreement and (b) on a perpetual and irrevocable basis in aggregated, anonymized and de-identified form as necessary to train, improve, modify, augment and expand the Parloa Platform. This includes the right to make the Customer Data accessible to the Customer during the Customer's queries within the framework of the Parloa Platform and to reproduce and transmit it for this purpose as well as to be able to reproduce it for the purpose of data backup.

#### **F. Payable Fees, invoicing and change of payments**

1. Unless otherwise agreed in the User Agreement, the "Payable Fees" shall consist of a "**Set-up Fee**", the "**Fixed Usage Fees**" and the "**Variable Usage Fees**".
  - a) The amount and composition of the Fixed User Fees result from the User Agreement.
  - b) The Variable Usage Fees are based on the channels used by Customer and the interactions of Customer's end users with the Parloa Platform. Based on the calculation parameters (conversations, interactions, minutes, letters, etc.; (collectively the "**Calculation Units**") of the respective channel, Parloa will invoice the Customer for the Variable Usage Fees after the end of a month by the 15th of the following month. The Calculation Units are recorded automatically by the Parloa Platform.
2. Unless otherwise set forth in the User Agreement, the payment is subject to statutory VAT, and invoices are due for payment from the date of receipt by the Customer and payable within fourteen (14) days. All payments are to be made via bank transfer unless otherwise agreed upon.
3. Parloa reserves the right to adjust the Payable Fees accordingly if, at any time during the term of the User Agreement, cost changes occur, in particular due to collective wage agreements, changes in the purchase prices for technologies integrated into the Parloa Platform, other price changes of Parloa's

Service Providers or exchange rate fluctuations for which Parloa is not responsible and which could not have been foreseen with sufficient certainty. Upon request, Parloa will explain the reasons for the price adjustment to the Customer.

4. Increases in fees of a maximum of 5% per calendar year shall be deemed approved unless Customer objects to the adjustment in writing or by email to [success@parloa.com](mailto:success@parloa.com) within a period of six (6) weeks after receipt of a separate notice of the adjustment. Parloa shall specifically draw Customer's attention to this consequence within the scope of the respective invoice notices. The adjustment of the Payable Fees shall become effective at the earliest eight (8) weeks after being noticed in writing.

#### **G. Warranty, liability and indemnification**

1. The SLA shall apply exclusively to the elimination of defects of the Parloa Platform. EXCEPT AS EXPRESSLY SET FORTH IN THE SLA, THE PARLOA PLATFORM IS PROVIDED AS IS WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, AND PARLOA HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO THE PARLOA PLATFORM, AND OUTPUT FROM THE PARLOA PLATFORM MAY CONTAIN ERRORS AND OMISSIONS OR THE PARLOA PLATFORM MAY NOT UNDERSTAND THE INPUTS OR CUSTOMER DATA PROVIDED. PARLOA DOES NOT WARRANT THAT THE PARLOA PLATFORM WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE SECURE, ACCURATE, COMPLETE, ERROR-FREE OR AVAILABLE.
2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARLOA WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES AND LOST PROFITS, LOSS OF BUSINESS, LOST DATA, LOSS OF USE, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES OR LOSSES OR BASED, AND EVEN IF PARLOA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. PARLOA'S AGGREGATE AND CUMULATIVE LIABILITY UNDER THESE GENERAL TERMS, THE USER AGREEMENT AND THE SLA WILL BE LIMITED TO THE TOTAL AMOUNTS THAT CUSTOMER HAS PAID PARLOA UNDER THE USER AGREEMENT
3. In the event of a malfunction or improper functioning of Parloa's Platform due to inaccurate or incomplete customer information, Parloa shall not be held liable for any such issues. Customers are responsible for providing accurate and complete information to ensure the proper functioning of the Platform.
4. Parloa shall be liable for the recovery of data only to the extent that Customer has taken all necessary and reasonable data backup precautions, in particular with respect to Customer Data, and has ensured that lost data can be recovered with reasonable effort.
5. Customer shall indemnify Parloa against claims by third parties, in particular by end users or public authorities, and/or hold Parloa harmless from damages and costs incurred in connection with Customer's use of the Parloa Platform in breach of the these GTC or the User Agreement or the processing of data that is inadmissible or incorrect under the applicable legal provisions for the protection of personal data or where Customer has provided any Customer Data to Parloa without obtaining required consents or otherwise in violation of applicable law, unless Parloa is solely responsible for the damage and/or the legal violation.

#### **H. Force majeure**

1. If Parloa is unable to deliver to Customer use and access of the Parloa Platform due to force majeure such as mobilization, war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances for which Parloa is not responsible such as e.g. strikes or lawful lockouts, operational or transport disruptions, difficulties in procuring raw materials, virus and other attacks by third parties on Parloa's IT system, to the extent that such attacks occurred despite Parloa's observance of due care and diligence in taking protective measures, as well as direct or indirect effects of epidemics or pandemics (including COVID-19), including related governmental, legal or other measures, prevent Parloa from fulfilling its contractual obligations, the agreed delivery/performance dates shall be extended in each case by the duration of the impediment plus a reasonable start-up period, but by no more than three months.
2. Parloa shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. Parloa shall notify the Customer of the beginning and the expected end of such circumstances as soon as possible.

## **I. Privacy**

1. The Parties shall comply with the applicable data protection regulations. The Parties shall comply with the Parloa Contractual Data Processing ("GCP"), which will be signed between Parties and which is an integral part of these GTC and the User Agreement.
2. The Customer is responsible for compliance with any commercial or tax retention obligations.

## **J. Term, termination**

1. The term and termination of the Services are specified in the User Agreement.
2. Parloa is entitled to terminate the User Agreement if the Customer fails to make payments when due and fails to cure the non-payment within ten (10) days after Parloa gives written notice of non-payment.
3. Parloa reserves the right to terminate the User Agreement in the event of a substantial breach of the GTC. Such breaches include, but are not limited to fraud, or any material violation that significantly impacts the intended use of the Parloa Platform. The Customer shall have a period of five (5) days to remedy the breach. If the breach is not remedied within the stipulated period, Parloa may, at its discretion, terminate the User Agreement with immediate effect.

## **K. Secrecy**

1. The Parties undertake to keep secret all Confidential Information that comes to their knowledge within the scope of the contractual relationship and that has already come to their knowledge during the term of the User Agreement and for two (2) years after termination (or with respect to any Confidential Information that constitutes a trade secret, for as long as that information qualifies as a trade secret under applicable law) and to protect it by means of appropriate technical and organizational precautions. The documents provided to each other within the scope of this contractual relationship shall be returned to the other contracting party upon request, but no later than after complete performance of the service.
2. Excluded from the obligation is such Confidential Information (a) which was demonstrably already known to the respective other party at the time of initiating the User Agreement or becomes known thereafter from a third party without thereby violating a confidentiality agreement, statutory provisions or official orders or (b) which were publicly known, unless this is based on a breach of this Agreement. Confidential Information may be disclosed due to legal obligations or by order of a court or authority; to the extent permissible and possible, the party obligated to disclose shall notify the other party in advance in this case and give it the opportunity to take action against the disclosure.
3. Any disclosure of Confidential Information to third parties, with the exception of the disclosure to Parloa Service Providers or service providers of the Customer, requires the express written consent of the other party, unless other provisions are expressly made in the User Agreement.
4. The Parties shall ensure by means of suitable contractual agreements that the employees and contractors working for them also refrain from any use or disclosure of Confidential Information of their own for an unlimited period of time. The Parties shall disclose Confidential Information to employees and contractors only to the extent that they need to know the information for the performance of these GTC and the User Agreement.

## **L. Subcontracting and delegation**

The Parties agree that Parloa may delegate its obligations under these GTC or the User Agreement, and/or subcontract performance of any Services under these GTC or the User Agreement, in whole or in part, to any Parloa Service Providers.

## **M. Final provisions**

1. Customer hereby agrees that upon prior written notification Parloa can fully or partially transfer, re-establish, forward or otherwise dispose of their rights and obligations under this Contract and release themselves from same, to any partner company of Parloa, any company which Parloa takes over completely or essentially, or any legal successor if Parloa is merged or acquired, provided that Parloa's legal successor ensures Customer in writing that they are obligated by the provisions under this Contract. The term "Partner Company" here means any company which controls another company or is jointly controlled by it. The terms "control" and "controlled" mean the legal,

usufructured or equitable ownership, whether direct or indirect, of more than 50% of the entire voting rights in the company.

2. The Customer shall not assign any of its rights under the Contract, except with the prior written consent of Parloa. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is null and void.
3. The User Agreement and the other contractual documents shall be governed by the laws of the State of Delaware, excluding any conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.
4. For all disputes arising out of or in connection with the User Agreement and/or the other contractual documents, including the effectiveness thereof, the state and federal courts located in the state of Delaware shall have exclusive jurisdiction to the extent permitted by law.
5. Amendments, supplements or a cancellation of the User Agreement or other contractual documents must be made in writing in order to be effective, unless expressly provided otherwise or a stricter form is prescribed by law. This shall also apply to the amendment or cancellation of this written form clause. Equivalent to the written form is the electronic transmission of documents that are provided with an electronic signature.
6. Customer agrees that Parloa may disclose the fact of cooperation with Customer for marketing purposes in promotional materials (e.g., in the context of presentations) as well as on Parloa's website and may also use Customer's name and company logo in this context. Other disclosures require the separate prior consent of the Customer. The Customer may revoke a consent once granted at any time in text form (e-mail is sufficient) with effect for the future.
7. The Customer may send comments, suggestions, enhancement or modification requests, recommendations, proposals, ideas, and other feedback relating to Parloa or otherwise (collectively, "**Feedback**"). Feedback is provided voluntarily. Customer hereby assigns to Parloa, on its behalf, and on behalf of its users and Customer's other employees, contractors and/or agents, all right, title, and interest in, and Parloa is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, whether or not the Feedback was provided at Parloa's request. Parloa is not required to hold any Feedback in confidence, pay compensation for any Feedback, implement or use any Feedback, or respond to any Feedback.