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## General Terms and Conditions of Parloa GmbH

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### 1. Scope

- 1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to the provision and use of the platform of Parloa GmbH (hereinafter referred to as "**Parloa Platform**" or the "**Platform**") by Parloa GmbH, Schwedter Straße 9B, 10119 Berlin or a partner that is authorized by Parloa GmbH to distribute the platform (hereinafter referred to as "**Parloa**"). The services offered by Parloa are exclusively directed at entrepreneurs within the meaning of § 14 BGB (hereinafter "**Customer**", together with Parloa the "**Parties**").
- 1.2 Deviations from these GTC shall only be deemed agreed if they have been expressly confirmed in writing by Parloa. In particular, Parloa's mere failure to object to Customer's general terms and conditions shall not cause them to be deemed agreed. This also applies if Parloa performs services without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these GTC.
- 1.3 The exact subject matter and scope of the available functionalities of the Parloa platform, Parloa's obligations in this respect, any Professional Services to be provided by Parloa as well as the remuneration to be paid are governed by the usage agreement concluded between Parloa and Customer (hereinafter the "**Usage Agreement**"), any supplementary agreements (each a "**Supplementary Agreement**") and Parloa's Service Level Agreement (hereinafter the "**SLA**", together with the Usage Agreement, the GTC and any Supplementary Agreements the "**Contract Documents**").
- 1.4 Definitions, unless defined in these GTC, shall have the same meaning as under the User Agreement.
- 1.5 For good cause, in particular in the event of changes in the legal situation, supreme court rulings, the Parloa platform or market conditions, Parloa may notify the Customer of an amendment to these GTC and/or the SLA, indicating

the material changes. The amended GTC and SLA shall be deemed to be agreed if the Customer has not objected to the amendment within one month after receipt of the notification and Parloa has specifically pointed out this consequence to the Customer when notifying the amendments. Changes to the service content agreed with the Customer require the Customer's express consent irrespective of the above provisions.

## 2. Provision of the Parloa platform; set-up and support

- 2.1 The Parloa Platform provides customers with a system for automating dialogues with their customers (these the "**End Customers**"), including both spoken dialogues via telephone ("**Channel Telephone**") and textual dialogues via tools provided by the customer (e.g. Chat Widgets on the Customer's website) ("**Channel Chat**") or external messenger services (WhatsApp, Facebook Messenger, Google Assistant, etc.) ("**Channel Messenger**") as well as external voice applications (Google Assistant, Siri, Alexa, etc.) ("**Channel Voice**", together with Channel Phone, Channel Chat and Channel Messenger the "**Channels**") can be automated by the Parloa Platform. During the Dialogues, data of the Customer, including (personal) data about end customers (all the aforementioned data the "**Customer Data**") is processed. The Customer Data may be transmitted to the Parloa Platform by the Customer itself or by engaging service providers (Whatsapp, Facebook, Amazon, Google, etc.) (the "**Third Party Service Providers**") contractually associated with the Customer or its End Customers. Parloa acts solely as a technical service provider for the Customer in the communication between the Customer and the End Customer. The responsibility for the content of the dialogues controlled via the Parloa platform, the subjects of the conversation and the collection, processing and use of customer data carried out in this course lies exclusively and completely with the customer in the relationship between the parties.
- 2.2 Parloa provides Customer with the Parloa Platform with the following features (hereinafter lit. a) to b) together the "**Features**"):
- a) software that connects and executes speech recognition services and speech classification services, queries customer systems, provides dialog content via API, and enables the execution of automated dialogs through the aforementioned channels (the "**Parloa Engine**"); and
  - b) a graphical, web-based user interface that allows the customer to graphically configure, manage and train the Parloa platform and the automated dialogs run through it (the "**Parloa Frontend**").
- 2.3 The exchange of customer data between Parloa Platform and customer

systems takes place through a direct connection of the customers' systems (possibly with the interposition of their third-party service providers or a Parloa service provider) to the Parloa Platform. Parloa will assist the Customer in setting up access to the Parloa Platform. If additional fees are charged for the setup by the customer's third-party service provider, these are to be borne by the customer. The integration of the Parloa service providers is carried out without additional fees.

- 2.4 Parloa uses the services of external service providers to provide the functions of the Platform, including Tenios GmbH to provide the Telephone channel and the Dialogflow service from Google and/or the Azure Cognitive Services service from Microsoft to provide all channels (the "**Parloa Service Providers**"). Parloa shall be entitled to use other third parties to provide the functions of the Parloa Platform or to have the services provided by Parloa Service Providers provided by other third parties, "**Third Party**" being anyone other than Parloa and Customer. Parloa's obligation to ensure compliance with the obligations under the User Agreement, in particular the provisions of data protection law, by the Parloa service provider used or other third parties remains unaffected. Further third parties involved by Parloa after the conclusion of the contract with the Customer shall be deemed to be Parloa service providers under the contract documents.
- 2.5 Parloa shall make the functions of the Parloa Platform available to the Customer in accordance with and to the extent of the User Agreement and the other contractual documents.

### **3. Use of the Parloa platform by the customer**

- 3.1 The customer may only use the access to the Parloa platform himself. The customer undertakes to take appropriate security precautions to ensure that access to the Parloa platform is not used by unauthorized persons. Such security precautions include, in particular, the use of a secure password.
- 3.2 Customer shall ensure that the third party service providers used by it, which are to be (indirectly) connected to the Parloa platform, provide all information required for this purpose and perform all reasonable cooperative actions vis-à-vis Parloa.
- 3.3 The customer is responsible for ensuring that the materials, information and customer data provided to Parloa do not violate legal provisions or the rights of third parties and indemnifies Parloa against any claims by third parties and other damages, including the reasonable costs of legal defense. This also applies with regard to effective declarations of consent by end customers,

insofar as these are necessary for data collection and data processing carried out with the help of the Parloa platform.

- 3.4 Parloa does not owe the establishment and maintenance of the data connection between Customer's IT systems (or its third party service providers), in particular Customer's respective contact center, and the Delivery Point. "**Handover Point**" means the router exit of Parloa's data center or its subcontractor through whose server the Parloa Platform is operated. Parloa shall not be responsible for any malfunction beyond the Delivery Point except for the involvement of Parloa's service providers and the IT systems operated by them. The customer is responsible for the procurement and maintenance of the hardware and connections to public telecommunications networks required by him. The costs of setting up the online connection and maintaining it on the customer's side are borne by the customer. Parloa is not liable for the security, confidentiality or integrity of data communication conducted via third party communication networks (insofar as these do not act as Parloa service providers). Parloa is also not liable for disruptions in data transmission that have their cause in technical errors or configuration problems on the part of the customer.
- 3.5 Customer agrees that Parloa may disclose the fact of the cooperation between Parloa and Customer for marketing purposes in advertising materials (e.g. in the context of presentations) as well as on Parloa's website and in this context also use Customer's name and company logo (also to the extent that this is protected by trademarks or other marks); other disclosures (e.g. in the context of press releases and case studies) require Customer's separate prior consent. The customer may revoke a consent once granted at any time in text form (e-mail is sufficient) with effect for the future.

#### **4. Operation and changes of the Parloa platform**

- 4.1 Parloa endeavors to ensure that the Parloa Platform is always state of the art. Parloa is entitled to regularly perform and/or introduce updates, new versions or upgrades of the Parloa Platform (hereinafter uniformly referred to as "**Updates**") in order to adapt the Parloa Platform to new technical or business needs, to implement new functions or to make changes to existing functionalities of the Parloa Platform. Further details are regulated in the SLA.
- 4.2 If and to the extent that the suitability of the Parloa Platform for the contractual use agreed with the Customer under the Usage Agreement is materially limited by an Update (such Update hereinafter referred to as a "**Material Change**"), Parloa shall inform the Customer in text form about the introduction of the Material Change no later than four (4) weeks before it takes effect (a

**"Change Notice"**). If Customer does not object to the Material Change within a period of two (2) weeks from receipt of the Change Notice in text form (the **"Objection Notice"**), the Material Change shall become part of the contract of use concluded with Customer. Parloa shall inform Customer with each Amendment Notice about its rights under Section 4.2, in particular (i) the right to object, (ii) the period of time provided for this purpose and (iii) the legal consequences of an objection to the Material Amendment not declared in due time.

- 4.3 If Customer objects to the Material Modification, Parloa shall continue to make the Parloa Platform available to Customer for use without the Material Modification, unless this is not possible for technical or business organizational reasons or is unreasonable for Parloa. In this case, Customer shall have the right to terminate the User Agreement extraordinarily for cause within a period of four (4) weeks (the **"Exercise Period"**). If the Customer does not exercise its right of termination, the Material Change shall become an integral part of the contract of use concluded with the Customer. The Exercise Period shall commence as soon as Parloa has informed Customer in text form about (i) the discontinuance of the License Agreement without the Material Modification, (ii) the special termination right and (iii) the legal consequences of the expiry of the Exercise Period.

## 5. Professional services

- 5.1 Under the User Agreement, additional consulting and support services (e.g. for testing the Parloa Platform for Customer's purposes) may be agreed upon, which Parloa provides to Customer itself or through Parloa service providers (**"Professional Services"**).
- 5.2 The type and scope of the booked Professional Services as well as the executing service provider result from the usage contract or a corresponding supplementary agreement. Parloa will time record the Professional Services called up and inform the Customer accordingly when the booked Professional Services are exhausted. Parloa will provide proof of Professional Services rendered upon request; in the event of a dispute, Parloa's time recording shall be deemed correct, unless the incorrectness has been established by a legally binding judgment. Unless otherwise expressly agreed, Parloa may unilaterally determine the time and place of the Professional Services at its own discretion.
- 5.3 A **"person day"** is an 8-hour working day, regardless of how many persons employed by Parloa (or by the Parloa service provider) perform these 8 hours (i.e. one person for 8 hours; two persons for 4 hours; one person for 5 hours and one person for 3 hours; etc.).

## 6. Variable remuneration; definitions; accounting

- 6.1 In addition to the fixed monthly compensation agreed with Parloa, the customer owes a variable compensation, which is based on the channels used by the customer and the interactions of the customer's end customers with the Parloa platform. The details are governed by the usage agreement concluded with the Customer.
- 6.2 Definitions:
- a) "**ASR**", Automatic Speech Recognition; refers to the technical adaptation of speech analysis in the form of automatic interpretation of human speech. Automatic speech recognition includes the recognition of speech, keywords and sentences and their meaning as well as the identification of a speaker for security-relevant functions such as access authorization or authorization;
  - b) "**NLU**", Natural Language Understanding; refers to systems where users can interact with computers natural human language. NLU programs extract an intent from questions and complete sentences and put them into a technical format;
  - c) "**TTS**", text-to-speech, conversion of text to spoken language; refers to speech processing in which text is converted to speech. These are speech synthesis systems that produce a synthetic output from a text that is intended to sound intelligible and natural
- 6.3 Parloa will inform the Customer no later than 30 days after the end of a month about the variable remuneration accrued for the previous month and the calculation parameters (conversations, interactions, minutes, letters, etc.) (collectively the "**Calculation Units**") underlying the respective channel (the "**Monthly Report**"). The Calculation Units are recorded by the Platform in an automated manner. Objections to a Monthly Report must be submitted by Customer to Parloa in text form within 14 days of receipt of the relevant Monthly Report (the "**Objection Period**"), stating the reason for the objection. In the event of objections by the Customer, Parloa and the Customer shall endeavor to reach an amicable agreement; if such agreement is not reached, the Monthly Report shall be deemed to be correct, unless the incorrectness has been established by a legally binding judgment. Upon expiry of the objection period, a Monthly Report and all calculation units contained therein shall be deemed accepted by the Customer.

## 7. Deadlines and dates

- 7.1 Parloa will provide the services owed in connection with the provision of the

Parloa platform within a reasonable period of time. The dates for the provision of services specified by Parloa in the license agreement or other documents used for the performance of the contract are non-binding planned dates. These dates shall only be considered binding performance dates (hereinafter "**Binding Performance Dates**") if they are expressly designated as Binding Performance Dates.

- 7.2 Insofar as binding performance dates have been agreed and Parloa is in default, the customer shall provide for a reasonable period of grace, which as a rule shall not be less than four (4) weeks.

## **8. Remuneration and terms of payment**

- 8.1 The remuneration agreed between the customer and Parloa for the use of the Parloa platform and the respective terms of payment result from the usage agreement.
- 8.2 All fees and prices shown by Parloa are net prices plus statutory value added tax.
- 8.3 Invoice amounts issued are payable within 14 days of receipt of the invoice by the customer without deduction.

## **9. Warranty for defects of quality and title**

- 9.1 Parloa warrants that the Parloa platform, when used in accordance with the contract, complies with the agreed scope of services and is not afflicted with material defects or defects of title (hereinafter "**defects**") that more than insignificantly impair the suitability of the Parloa platform for the contractually agreed use. Insignificant deviations from the service description agreed with the customer under the usage agreement are not considered defects.
- 9.2 The customer is obligated to notify Parloa immediately of any defects that occur. Parloa shall remedy any defects in the Parloa platform that have occurred and been duly reported within a reasonable period of time. The details are regulated in the SLA.
- 9.3 The Customer shall grant Parloa a period of four (4) weeks for the rectification of material defects. Prior to the expiration of this period, an extraordinary termination pursuant to Section 14.2 below or Section 543 para. 2 sentence 1 no. 1 German Civil Code (BGB) due to failure to provide use in accordance with the contract shall be excluded. Any other rights of the Customer under the SLA and these GTC in the event of material defects shall remain unaffected.

## 10. Liability

- 10.1 Parloa merely enables the technical design and automated execution of dialogues between the customer and its end customers via the Parloa platform. Parloa is not liable for the content of the dialogues designed by the customer or for the fact that the dialogues carried out via the Parloa platform achieve an actual or economic success.
- 10.2 The strict liability according to § 536 a para. 1 BGB (German Civil Code) for defects of the Parloa platform already existing at the time of the conclusion of the contract is excluded, unless the defect concerns a feature of the Parloa platform guaranteed to the customer.
- 10.3 Parloa will act as a service provider to Customer in the performance of the Professional Services and will perform (or have its service partners perform) the Professional Services in accordance with industry standards. Parloa is not responsible for the occurrence of an expected result or an economic success.
- 10.4 Parloa shall be liable for damages in the event of (i) intent or gross negligence on the part of Parloa or its legal representatives or vicarious agents, (ii) negligent breach by Parloa or its legal representatives or vicarious agents of such contractual obligations, the fulfillment of which is a prerequisite for the proper execution of the contract and on the fulfillment of which the contractual partner may regularly rely (so-called cardinal obligations), cardinal obligations), by Parloa or its legal representatives or vicarious agents, but limited to typical damages which were foreseeable at the time of the conclusion of the User Agreement, or (iii) negligence by Parloa or its legal representatives or vicarious agents causing injury to life, body or health, (iv) or a mandatory legal liability of Parloa.
- 10.5 Any contributory negligence on the part of the customer shall be taken into account. In particular, Parloa shall only be liable for the recovery of data to the extent that the Customer has taken all necessary and reasonable data backup precautions and has ensured that the data can be reconstructed from data material held in machine-readable form with reasonable effort. The customer's attention is drawn to the obligations to cooperate specified in more detail under the SLA.
- 10.6 This liability provision is conclusive. It applies with regard to all claims for damages, regardless of their legal basis, in particular also with regard to pre-contractual or ancillary contractual claims. It also applies in favour of Parloa's legal representatives and vicarious agents if claims are asserted directly against them.
- 10.7 Customer is obligated to immediately notify Parloa in writing of any damage in

the sense of the above liability provisions or to have Parloa record such damage so that Parloa is informed as early as possible and can possibly mitigate the damage together with Customer.

## **11. Limitation**

- 11.1 Claims of the customer which are based on the violation of an obligation not consisting in a defect shall become statute-barred within one year beginning with the accrual of the claim, provided that there is no intent or gross negligence. This does not apply if the damage to the client in question is personal injury. Claims for personal injury shall become time-barred within the statutory limitation period.
- 11.2 Withdrawal or reduction shall be ineffective if the claim for performance or the customer's claim for subsequent performance is time-barred.

## **12. Rights of use**

- 12.1 The software underlying the Parloa platform is protected by copyright. Parloa is the sole owner of all intellectual and industrial property rights. Parloa guarantees that the general operation of the Parloa platform is legally permissible, does not violate any laws, regulations or guidelines and, in particular, does not violate any third-party rights. Parloa undertakes to indemnify the Customer against justified claims by third parties due to the operation of the Parloa platform and to compensate the Customer for any damage incurred in this context (including reasonable costs of legal defense) in accordance with clause 9.
- 12.2 The customer is granted the non-transferable, non-exclusive right, limited in time to the duration of the usage agreement, to use the functionalities of the Parloa platform via the Internet for the contractually agreed use under the usage agreement. The customer does not receive any further rights. Unless otherwise agreed in the usage contract, the customer is in particular not entitled to have the Parloa platform used by third parties or to make it accessible to third parties, with the exception of third-party service providers.

## **13. Data governance; data storage and deletion / data protection**

- 13.1 The parties shall comply with the relevant data protection regulations. Within the scope of the provision and operation of the Parloa Platform, Parloa shall act as a processor within the meaning of Art. 28 EU-DSGVO and § 62 BDSG with respect to the Customer's personal (customer) data. The details are governed by a commissioned data processing agreement that complies with the legal requirements.

- 13.2 The dialogue histories with the Customer's end customers resulting from the use of the Platform can be stored by Parloa and are available to the Customer for retrieval in accordance with the configuration made by the Customer in the Parloa front end. In addition, the platform can automatically make changes to the customer data stored in the customer's systems when interacting with the end customer. Furthermore, Parloa stores the call frequency of dialog components to improve the experience for end customers. Parloa has no custodial or safekeeping obligations with respect to customer data collected and processed through the use of the Platform beyond what is necessary for the use of the Parloa Platform. The customer is responsible for complying with any commercial or tax retention obligations.
- 13.3 Customer shall be responsible for and ensure that for Customer Data collected and processed through the interaction of Customer's End Customers with the Parloa Platform, all legal requirements for the processing of personal data are complied with, in particular that End Customers have validly consented to the use of Customer Data to the extent necessary for Parloa to fulfil its obligations to Customer under the User Agreement. Customer shall inform Parloa without undue delay of the revocation of an End Customer's consent with respect to Customer Data.
- 13.4 The Customer is the owner of the Customer Data provided to Parloa and collected via the Parloa Platform. Parloa is not entitled to use Customer Data for purposes outside the performance of the User Agreement. Parloa may use dialogue histories to analyze Parloa Platform usage.
- 13.5 Customer shall indemnify Parloa upon first request against all 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 any data processing that is unlawful or incorrect under the applicable statutory provisions for the protection of personal data, unless Parloa is responsible for the damage and/or the violation of law.

#### **14. Offsetting, retention; reduction**

- 14.1 The customer has a right of set-off, reduction and/or a right of retention against Parloa only if its counterclaims have been legally established, are undisputed or have been acknowledged by Parloa.
- 14.2 Furthermore, the customer may only exercise a right of retention if the counterclaim is based on the same contractual relationship.
- 14.3 The customer's right to reclaim remuneration not actually owed shall remain unaffected by the restriction of section 13.1.

## **15. Term, termination**

- 15.1 The term of the contract of use and the period of notice for ordinary termination shall be governed by the agreements made under the contract of use.
- 15.2 The right to extraordinary termination of this contract of use for good cause remains unaffected. Good cause shall be deemed to exist for the other contracting party in particular if:
- a) one of the parties seriously breaches its contractual obligations and therefore the other party can no longer be expected to adhere to the contract;
  - b) the customer is more than two (2) months in arrears with the payment of due user fees or other remuneration, even after the expiry of a reasonable deadline set by Parloa for remedial action;
  - c) insolvency proceedings are applied for, opened or refused in respect of all or part of the assets of a party;
  - d) one of the parties has a ground for insolvency within the meaning of sections 17 - 19 InsO;
  - e) the financial circumstances of a party deteriorate to such an extent that proper performance of the contract can no longer be expected, even if there is no reason for insolvency within the meaning of sections 17 - 19 InsO.
- 15.3 Any termination must be in writing.

## **16. Secrecy**

- 16.1 The parties undertake to keep confidential for an unlimited period of time all confidential information of which they become aware within the framework of the contractual relationship and which has already come to their knowledge and - unless this is necessary to achieve the purpose of the contract - not to pass it on or use it in any other way. Confidential information is all information and documents of the parties which are marked as confidential or which are to be regarded as confidential due to the circumstances, in particular information about operational processes, business relationships, further company and business secrets, know-how, all work results as well as Parloa's business model.
- 16.2 Such confidential information shall be exempt from the obligation,
- a) which were demonstrably already known to the other party at the time of the initiation of the contract of use or which subsequently become

known to it from a third party, without a confidentiality agreement, statutory regulations or official orders being violated as a result;

- b) which were publicly known, insofar as this is not based on a breach of this contract;
  - c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the party obliged to disclose shall inform the other party in advance in this case and give it the opportunity to oppose the disclosure.
- 16.3 Any disclosure of confidential information to third parties, with the exception of disclosure to third-party service providers or Parloa service providers, requires the express written consent of the respective other party, unless other provisions are expressly made in the user agreement.
- 16.4 The parties shall ensure by appropriate contractual agreements that the employees and contractors working for them also refrain for an unlimited period of time from any use or disclosure of confidential information. The parties will disclose confidential information to employees and contractors only to the extent that they need to know the information for the performance of this contract.
- 16.5 The customer agrees not to allow third parties to access the Parloa platform nor to present the Parloa platform and its functionalities to them.

## **17. Final provisions**

- 17.1 Amendments, supplements or a cancellation of the contract of use 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 also applies to the amendment or cancellation of this written form clause.
- 17.2 General terms and conditions of the customer shall not apply.
- 17.3 The contractual basis of the contract of use is the following conditions in descending order of priority in the event of contradictions:
- a) Supplementary agreements (if agreed);
  - b) the provisions of the contract of use;
  - c) SLA;
  - d) GTC.
- 17.4 Should individual provisions of the contract of use or other contractual documents be or become invalid or unenforceable in whole or in part, or

should they not contain a provision that is necessary in itself, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision or in order to fill the gap in the provision, that legally permissible provision shall be deemed to have been agreed retroactively which corresponds as far as possible to what the parties would have intended or would have been agreed by the parties in terms of meaning and purpose if they had considered the invalidity or unenforceability of the relevant provision or the gap in the provision. This shall also apply if the ineffectiveness or impracticability is based on a prescribed measure of performance or time. In this case, a legally permissible measure of performance or time that comes as close as possible to what was intended shall replace the prescribed measure.

- 17.5 None of the provisions of the User Agreement or other contractual documents constitute rights in favor of third parties who are not parties to this Agreement.
- 17.6 The license agreement and the other contractual documents are subject to the laws of the Federal Republic of Germany, excluding the German conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.
- 17.7 For all disputes arising from or in connection with the contract of use and/or the other contractual documents, including their validity, the Regional Court of Berlin shall have exclusive jurisdiction, to the extent permitted by law.