

End User Licence Agreement

ElasticCX

Effective Date
Sept 2025

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY FORM A CONTRACT BETWEEN YOU AND US AND GOVERN USE OF AND ACCESS TO THE SERVICE(S) AND WEBSITES BY YOU, YOUR AFFILIATES, USERS AND END-USERS. BY ACCESSING OR USING THE SERVICE(S) OR WEBSITES, OR AUTHORIZING OR PERMITTING ANY USER OR END-USER TO ACCESS OR USE THE SERVICE(S) OR WEBSITES, YOU AGREE TO BE BOUND BY THESE TERMS.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY, ORGANIZATION OR ANOTHER LEGAL ENTITY (AN “**ENTITY**”), YOU ARE AGREEING TO THESE TERMS FOR THAT ENTITY AND REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS, “**YOU**”, “**YOUR**” OR RELATED CAPITALIZED TERMS USED HEREIN SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT ACCESS OR USE THE SERVICE(S) OR WEBSITES.

You, as an individual, must be 18 years or older to access or use the Websites and the Service(s).

1. YOUR RIGHTS

1.1 These Terms are applicable during Your free trial (if applicable, only where expressly set out as a non-committed free trial in the Agreement) and during Your subscription to the Service(s) through a Service Plan of Your choice.

1.2 **Using Our Service(s):** Subject to Your compliance with the Terms and solely during the Subscription Term, You have the limited, non-exclusive, and revocable right to access and use the Service(s) for Your internal business purposes. You shall be responsible for use of the Service(s) through Your Account by any third parties. You may subscribe to one or more of the Service(s). They may be subject to separate and distinct Service Plans.

1.3 **Using our APIs:** Where applicable, our APIs must be used according to the API Policies We implement in this regard.

1.4 **Using our Mobile Applications:** Subject to Your compliance with the Terms and solely during the Subscription Term, You have the limited, non-exclusive, non-transferrable, and revocable right to download, install and use the Mobile Applications to access and use the Service(s).

2. YOUR RESPONSIBILITIES

2.1 **Your Account:** Subject to any limitation on the number of individual Users available under the Service Plan to which You subscribed, access and use of the Service(s) is restricted to the specified number of individual Users permitted under Your subscription to the Service(s). Each User shall be identified using unique login information such as usernames and passwords (“**User Login**”) and such User Login shall be used only by one individual. If You are a managed service provider and You wish to use the same User Login across Accounts that You manage for Your clients, You acknowledge that it is Your sole responsibility to obtain necessary consents from such clients. Without prejudice to Our obligations under Sections 9 (CONFIDENTIALITY) and 10 (DATA PRIVACY AND SECURITY) of these Terms, You are solely responsible for the confidentiality of Service Data and User Login at Your end. You should, therefore, not share Your User Login with any third parties. In any event, unless You notify Us of any unauthorized use or suspicious activity in Your Account, You are responsible for all activities that occur under Your Account. Group Companies will not be liable for any damage or loss that may result from Your failure to protect Your login information, including Your password. Without limiting the foregoing, You are solely responsible for ensuring that Your use of the Service(s) to store and transmit Service Data is compliant with all applicable laws and regulations. You also maintain all responsibility

for determining whether the Service(s) or the information generated thereby is accurate or sufficient for Your purposes.

2.2 Your use of the Service(s): You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service(s) available to any third party, other than Users and End-Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) use the Service(s) to Process data on behalf of any third party other than Your Users and End-Users; (c) modify, adapt, or hack the Service(s) or otherwise attempt to gain or gain unauthorized access to the Service(s) or related systems or networks; (d) falsely imply any sponsorship or association with Us; (e) use the Service(s) in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) use the Service(s) to send unsolicited communications junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Service(s) to store or transmit any content that infringes upon any person's intellectual property rights; (h) use the Service(s) in any manner that interferes with or disrupts the integrity or performance of the Service(s) and its components; (i) attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any Software making up the Service(s); (j) use the Service(s) to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service(s) to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 unless expressly agreed to otherwise in writing by Us; (l) use the Service(s) to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("**Malicious Software**"); (m) establish a link to Our Websites in such a way as to suggest any form of association, approval or endorsement on Our part where none exists; (n) use the Service(s) for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including e-mail) in violation of applicable law; (o) use of the Service(s) for any purpose prohibited by applicable export laws and regulations, including without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology; (p) try to use, or use the Service(s) in violation of these Terms.

2.3 You shall be responsible for any loss of data or attempted or actual access or use of the Service(s) through Your Account in violation of these Terms.

2.4 If We inform You that a specified activity or purpose is prohibited with respect to the Service(s), You will ensure that You immediately cease use of the Service(s) for such prohibited activity or purpose.

3. ACCESS TO THE SERVICE(S)

3.1 You may not be able to access or use the Service(s) (a) during planned downtime for upgrades and maintenance to the Service(s) (of which We will use commercially reasonable efforts to notify You in advance through Our Service(s)) ("**Planned Downtime**"), or (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks.

3.2 We will use commercially reasonable efforts to schedule Planned Downtime for weekends and other off-peak hours.

3.3 Any service credits shall be your sole and exclusive remedy in relation to our failure to meet any service level agreement.

4. CHANGES TO THE SERVICE(S) AND WEBSITES

4.1 Our Service(s): We may update the Service(s) from time to time and You may receive notifications of such upgrades, enhancements or updates ("Updates"). Any new or modified features added to or augmenting or otherwise modifying the Service(s) or other updates, modifications or enhancements to the Service(s) are also subject to these Terms and We reserve the right to deploy Updates at any time.

4.2 Websites: We may also change content on Our Websites at any time. However, please note that any of the content on Our Websites may be out of date at any given time, and We are under no obligation to update it. For clarity, this sub-section refers to Our Websites excluding the Service(s). We may discontinue or change any part of Our Websites, that does not affect the Service(s), without notifying You. Our Websites may contain links to websites, content and resources provided by third parties ("**Third Party Links**"). These Third Party Links are governed by their own terms and privacy policies and You agree that We have no control over these Third Party Links and are not responsible for Your access or use of these Third Party Links.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of IPR: Except for the rights granted to You under Section 1 (YOUR RIGHTS), all rights, title and interest in and to all Our patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights in or related to the Service(s), including the Websites, and any part of it (collectively, “**Intellectual Property Rights**”) shall belong to and remain exclusively with Us. We are the owner or the licensee of all Intellectual Property Rights in Our Websites, and the content or material published on it. Those works are protected by copyright laws and treaties around the world. You must not use any part of the content on Our Websites for commercial purposes without obtaining a license to do so from Us or Our licensors. Further, We claim no intellectual property rights over the content You upload or provide to the Service(s).

5.2 Grant of License to Us: We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service(s) or Websites or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You.

5.3 Grant of License to You: Our product and service names, and logos used or displayed on the Service(s) or Websites are Our registered or unregistered trademarks (collectively, “**Marks**”), and You may only use such Marks to identify You as a user of the Service(s) You have subscribed to.

5.4 Reservation of Rights: All rights not expressly provided to You herein are reserved.

5.5 Logo: You hereby grant Us a revocable, worldwide, non-exclusive, royalty-free license to use, reproduce, publish, and display Your name, logo, and marks on Our Websites, marketing materials, and/or earnings announcement materials in accordance with any standard trademark usage guidelines that You provide.

5.6 Improving our Services and Software: We may monitor, collect, store and use information and data on the use and performance of the Services and Software to detect threats or errors to the Services and/or Software, and/or to our operations, and for the purposes of research and development (such as the analyse of operational data to understand trends and for operational insights), including the further development and improvement of our Software and Services, provided that such activities at all times comply with Applicable Data Protection Laws and any Applicable Data Processing Addendum.

6. OTHER SERVICES

Certain other services (“**Other Services**”) such as integrations, Apps and Custom Apps are made available to You through a Market Place or other forums where applications are developed for their integration with the Service(s). These Other Services are governed by their own terms and privacy policies and You agree that We are not responsible for Your use of these Other Services where You choose to enable these Other Services and integrate them into Our Service(s). By enabling the Other Services, You understand and agree that We do not provide any warranties whatsoever for Other Services and We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You understand that We are not responsible for providing technical support for Other Services and that We are not responsible for the data hosting and data transfer practices followed by providers of such Other Services. To this extent, You shall address any comments, queries, complaints or feedback about such Other Services to the respective developers or publishers as specified in a Market Place or other forums.

7. BILLING, PLAN MODIFICATIONS AND PAYMENTS

7.1 Subscription Charges: Unless otherwise specified in the Supplementary terms, except during Your free trial, all charges associated with Your Account (“**Subscription Charges**”) are due in full and payable in advance, in accordance with Section 7.2, when You subscribe to the Service(s). Unless specified otherwise in a Form, the Subscription Charges are based on the Service Plans You choose and are payable in full until You terminate Your Account in accordance with Section 8 (SUSPENSION AND TERMINATION). You will receive a receipt upon each receipt of payment by Us. You may also obtain a payment receipt from within the Service(s). If this Section 7.1 conflicts with the terms of the Agreement, the Agreement shall prevail.

7.2 Payment methods: You may pay the Subscription Charges in accordance with the terms set out in the Agreement.

7.3 Renewal: Your subscription to the Service(s) will renew automatically for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form,

the Subscription Charges applicable to Your subscription to the Service(s) for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences. You acknowledge and agree that, unless You terminate Your Account in accordance Section 8 (SUSPENSION AND TERMINATION), Your credit card will be charged automatically for the applicable Subscription Charges.

7.4 We may use a third party service provider to manage credit card and other payment processing; provided that, such service provider is not permitted to store, retain or use Your payment account information except to process Your credit card and other payment information for Us. You must notify Us of any change in Your credit card or other payment account information, either by updating Your Account or by emailing Us at ipps@ipintegration.com.

7.5 **Refunds:** Unless otherwise specified in these Terms or a Form or a Service Plan, all Subscription Charges are non-refundable. No refunds shall be issued for partial use or non-use of the Service(s) by You provided however You shall be eligible for a pro-rated refund of the Subscription Charges for the remainder of the Subscription Term if You terminate Your Account as a result of a material breach of these Terms by Us.

7.6 **Late Payments/Non-payment of Subscription Charges:** We will notify You if We do not receive payment towards the Subscription Charges within the due date for Your Account. For payments made through credit cards, We must receive payments due within a maximum of five (5) days from the date of Our notice and for payments through other accepted methods, We must receive payments within a maximum of fifteen (15) days from the date of Our notice. If We do not receive payment within the foregoing time period, in addition to Our right to other remedies available under law, We may (i) charge an interest for late payment @ 1.5% above the prevailing base rate of the Bank of England per month and/or; (ii) suspend Your access to and use of the Service(s) until We receive Your payment towards the Subscription Charges as specified herein and/or; (iii) terminate Your Account in accordance with Section 8.2.

7.7 **Upgrades and Downgrades:** You may upgrade Your Account within a Service Plan or between two Service Plans in accordance with the provisions below.

7.7.1 **Upgrades:** You may upgrade Your Account at any time during Your Subscription Term. When You upgrade the new Subscription Charges become immediately applicable and the new Subscription Charges for the subsisting month would be charged on a pro-rated basis and Your credit card will be charged automatically. Subsequent months will be charged in full according to the new Subscription Charges.

7.7.2 **Downgrades:** You will not be able to downgrade Your Account during Your new Subscription Term as provided herein earlier. You agree that all downgrades in accordance with this Section 7.7.2 will be applicable only from the subsequent term. If You plan to downgrade Your Account, please provide Us a notice by writing to ipps@ipintegration.com at least thirty (30) business days prior to the expiry of Your current Subscription Term. You understand that downgrading Your Account may cause loss of content, features, or capacity of the Service(s). You agree that We will not be liable for any loss due to such downgrading of Your Account. You must ensure that You always opt for the Service Plan that suits Your business requirements.

7.8 **Applicable Taxes:** Unless otherwise stated, the Subscription Charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying the Taxes that would be levied against You by government authorities. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

7.9 **User Benefits:** We may, at Our sole discretion, offer You certain benefits such as discounts on Subscription Charges, extension in Subscription Term for no extra payments from You, with regard to the Service(s). These benefits are specific to Your Account and the Service(s) identified while offering these benefits. They are not transferable. The benefits may have an expiry date. If they do not have an expiry date, they will expire upon completion of twelve (12) months from their date of offer.

8. SUSPENSION AND TERMINATION

8.1 We shall not be liable to You or any other third party for suspension or termination of Your Account, or access to and use the Service(s), if such suspension or termination is in accordance with these Terms.

8.2 **Free trial Customers:** If You are on a free trial for any of Our Service(s), Your Account may be suspended or terminated in the following manner:

8.2.1 We may suspend Your access to and use of Your Account or the Service(s) if You are in violation of the Terms. We will notify You of Your activities that violate these Terms and, at Our sole discretion, provide You with a period of fifteen (15) days (“**Cure Period**”) to cure or cease such activities. If You do not cure or cease such activities within said Cure Period or if We believe that Your breach of these Terms cannot be cured, Your Account shall be terminated and all associated Service Data shall be deleted immediately and permanently.

8.2.2 You may terminate Your Account at any time on or before the expiry of Your free trial. In such cases, all associated Service Data shall be deleted immediately and permanently.

8.2.3 Where you do not terminate Your Account or renew Your Account on or before the expiry of Your free trial, We may suspend Your Account. We shall retain any associated Service Data for a period of 6 months beyond which Your Account shall be terminated and all associated Service Data shall be deleted immediately and permanently.

8.3 Customers on a Service Plan: If You are on a Service Plan for any of Our Service(s), Your Account may be suspended or terminated in the following manner:

8.3.1 In addition to suspension for late payment or non-payment of Subscription Charges, We may suspend Your access to and use of Your Account or the Service(s) if You are in violation of the Terms. We will notify You of Your activities that violate these Terms and, at Our sole discretion, provide You with a period of fifteen (15) days (“**Cure Period**”) to cure or cease such activities. If You do not cure or cease such activities within said Cure Period or if We believe that Your breach of these Terms cannot be cured, Your Account shall be terminated. Any associated Service Data shall be retained for a period of 14 days from the date of termination of Your Account beyond which it shall be deleted during the normal course of operation.

8.3.2 Termination for convenience is not permitted.

8.3.3 Following expiry or earlier termination of Your Account any associated Service Data shall be deleted during the normal course of operation.

8.3.4 We may suspend Your Account upon expiry or non-renewal of Your Subscription Term. We shall retain any associated Service Data for a period of 6 months beyond which Your Account shall be terminated and all associated Service Data shall be deleted immediately and permanently.

8.4 Effect of Terminating Your Account:

8.4.1 Data Export: We strongly recommend that You export all Service Data before You terminate Your Account. In any event, following the termination of Your Account either by You or Us, unless otherwise specified elsewhere herein or in the Supplemental Terms, Service Data will be retained or deleted in accordance with Sections 8.2 or 8.3 as applicable to You. Where the Service Data is retained as described herein, You may contact Us within such Data Retention Period to export Your Service Data. Service Data cannot be recovered once it is deleted. Further, when Service Data is migrated from one data center to another upon Your request, We shall delete Service Data from the original data center after 14 days from such migration.

8.4.2 Charges: If Your Account is terminated in accordance with Sections 8.2 or 8.3 of these Terms, in addition to other amounts You may owe Us, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term, unless waived by Us in writing. This amount will not be payable by You, or You may be eligible for a prorated refund of the Subscription Charges, as the case may be, where You terminate Your subscription to the Service(s) or terminate Your Account as a result of a material breach of these Terms by Us, provided that You provide notice of such breach to Us and afford Us not less than thirty (30) days to reasonably cure such breach, and You otherwise comply with the requirements set out in the Agreement.

9. CONFIDENTIALITY

9.1 If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion, You have failed to comply with any of the provisions of these Terms.

9.2 **Confidentiality obligations:** Each of us will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each of us protects our own Confidential Information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use the other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to those of our respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain

the confidentiality of, and not misuse, such Confidential Information. The provisions of this subsection shall supersede any non-disclosure agreement by and between You and Us entered prior to these Terms that would purport to address the confidentiality of Service Data and such agreement shall have no further force or effect with respect to Service Data.

10. DATA PRIVACY AND SECURITY

10.1 Security of Service Data: We use appropriate technical and organizational measures to protect the Service Data that we Process. The measures we use are designed to provide a level of security appropriate to the risk of Processing your Service Data.

10.2 You understand that We and our Group Companies shall Process Service Data in accordance with Applicable Data Protection Laws and the Data Processing Addendum which are incorporated into these Terms by reference and in accordance with the Agreement. You acknowledge and agree that Group Companies may also access or disclose information about You, Your Account, Users or End-Users, including Service Data, in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect Group Companies' or Our customers' or partners' rights or property, including enforcement of these Terms or other policies associated with the Service(s); (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation. Further, at Our sole discretion, any suspected fraudulent, abusive, or illegal activity by You may be referred to law enforcement authorities.

11. DATA MIGRATION

During Your Subscription Term, You may request Us to import data into Your Account ("**Data Migration**"). You hereby understand and acknowledge that We and/or Our Group Companies may access and process Your data in connection with providing You support during such Data Migration.

12. COMMUNICATIONS FROM US

Apart from the communications specified in the Agreement, We may contact You directly via email to notify You if:

- a) You are in violation of these Terms;
- b) A specific activity or purpose is prohibited with respect to the Service(s), so that You immediately cease use of the Service(s) for such prohibited activity or purpose; or
- c) You maintain an exceptionally high number of Users, an unusually high monthly ticket ratio per Users, an unusually high level of open tickets or other excessive stress on the Service(s).

13. DISCLAIMER OF WARRANTIES

THE WEBSITES AND THE SERVICE(S), INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WE EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE(S) OR WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE AND YOU FURTHER ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE ACCESS TO THE SERVICE(S), WHICH IS PROVIDED OVER INTERNET AND VARIOUS TELECOMMUNICATIONS NETWORKS, ALL OF WHICH ARE BEYOND OUR CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE.

THE CONTENT ON OUR WEBSITES IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO AMOUNT TO ADVICE ON WHICH YOU SHOULD RELY. YOU MUST OBTAIN PROFESSIONAL OR SPECIALIST ADVICE BEFORE TAKING, OR REFRAINING FROM, ANY ACTION ON THE BASIS OF THE CONTENT ON OUR WEBSITES. NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICE(S) OR WEBSITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY AND THAT OF OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE SERVICE(S), WILL NOT EXCEED AN AMOUNT EQUAL TO THE LOWER OF (A) TWELVE MONTHS OF THE SUBSCRIPTION CHARGES FOR THE SERVICE(S) TO WHICH THE CLAIM RELATES; OR (B) THE SUBSCRIPTION CHARGES PAID BY YOU, FOR THE SERVICE(S) TO WHICH THE CLAIM RELATES PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

IN JURISDICTIONS WHICH DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

15. INDEMNIFICATION

15.1 If use of the Service(s) by You has become, or in Our opinion is likely to become, the subject of any IP Claim (defined below), We may at Our own option and expense (a) procure for You the right to continue using the Service(s) as set forth hereunder; (b) replace or modify the Service(s) to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Us, terminate Your subscription to the Service(s) and repay You, on a prorated basis, any Subscription Charges You have previously paid Us for the corresponding unused portion.

15.2 **Indemnification by Us:** Subject to Your compliance with these Terms, We will indemnify and hold You harmless, from and against any claim brought against You by a third party alleging that the Service(s) You subscribed to infringes or misappropriation such third party's valid patent, copyright, or trademark (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys, provided that (a) You promptly notify Us of the threat or notice of such IP Claim; (b) We have or will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) You fully cooperate with Us in connection therewith. We will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service(s) by anyone other than Us; or (iii) the combination, operation or use of the Service(s) with other hardware or software where the Service(s) would not by themselves be infringing.

15.3 Sections 15.1 and 15.2 state Our sole, exclusive and entire liability to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service(s) by You.

15.4 **Indemnification by You:** You will indemnify and hold Group Companies harmless against any claim brought by a third party against Us, and their respective employees, officers, directors and agents arising from or related to use of the Service(s) by You in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided that We promptly notify You of the threat or notice of such a claim.

16. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

16.1 You shall not, directly or indirectly, assign all or any Your rights under these Terms or delegate performance of Your duties under these Terms without Our prior written consent. We may, without Your consent, assign Our agreement with You under these Terms to any member of the Group Companies or in connection with any merger or change of Our control or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject

to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

16.2 These Terms, together with any Form(s) and Supplemental Terms, constitute the entire agreement, and supersede any and all prior agreements between You and Us with regard to the subject matter hereof. These Terms and any Form(s) shall prevail over the terms or conditions in any purchase order or other order documentation You or any Entity You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof. In the event of a conflict between any Form and these Terms, these Terms shall prevail.

16.3 We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Please read these Terms of use carefully before You start to use Our Service(s) or Websites, as these will apply to Your use of the Service(s) and Our Websites. Please check these Terms from time to time to take notice of any changes We made, as they will be binding on You. We will notify You not less than ten (10) days prior to the effective date of any amendments to these terms of service and Your continued use of the Service(s) following the effective date of any such amendment may be relied upon by Us as Your acceptance of any such amendment. With respect to amendments only to the Supplemental Terms, We will notify You as aforementioned only if the Supplemental Terms are applicable to You. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

17. SEVERABILITY; NO WAIVER

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of these Terms shall remain in effect. Our non-exercise of any right under or provision of these Terms does not constitute a waiver of that right or provision of the Terms.

18. EXPORT COMPLIANCE AND USE RESTRICTIONS; FEDERAL GOVERNMENT END USE PROVISIONS

The Service(s) and other Software or components of the Service(s) which We may provide or make available to You or Users may be subject to U.S. (or other territories) export control and economic sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). You agree to comply with the Export Control Laws as they relate to access to and use of the Service(s), Software and such other components by You and Users. You shall not access or use the Service(s) if You are located in any jurisdiction in which the provision of the Service(s), Software or other components is prohibited under U.S. or other applicable laws or regulations, including without limitation a country or territory that is subject to comprehensive U.S. trade sanctions (including Crimea, Cuba, Iran, North Korea, and Syria) (a "**Prohibited Jurisdiction**") and You shall not provide access to the Service(s) to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (i) You are not named on, or owned or controlled by any party named on, any U.S. government (or other government) list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) You are not a national of, located in, or a company registered in, any Prohibited Jurisdiction, (iii) You shall not permit Users to access or use the Service(s) in violation of the Export Control Laws (iv) no Service Data created or submitted by You is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws, and (v) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You and Your Users are located. You further agree that You will not use the Service(s) to disclose, transfer, download, export or re-export, directly or indirectly, any Service Data to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which You may be subject. You acknowledge that the Service(s) and other Software may not be available in all jurisdictions and that You are solely responsible for complying with the Export Control Laws.

If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service(s) is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48

C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service(s) is licensed to You with only those rights as provided under the terms and conditions of these Terms.

19. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

20. SURVIVAL

Sections 2 (Your Responsibilities), 5 (Intellectual Property Rights), 7 (Billing, Plan Modification and Payments), 8 (Suspension and Termination), 9 (Confidentiality), 10 (Data Privacy and Security), 13 (Disclaimer of Warranties), 14 (Limitation of Liability), 15 (Indemnification), 20 (Survival), 21 (Notices; Consent to electronic communication) and 23 (Governing Law and Dispute Resolution) shall survive any termination of Our agreement with respect to use of the Service(s) by You. Termination of such agreement shall not limit Your or Our liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

21. NOTICES; CONSENT TO ELECTRONIC COMMUNICATIONS

21.1 All notices to be provided by Us to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery service ("**Courier**") or US mail to the contact mailing address provided by You on any while subscribing to the Service(s); or (ii) electronic mail to the e-mail address provided for Your Account.

21.2 Our address for a notice to Us in writing by Courier or US Mail is: IP Integration Limited, Integration House, Turnhams Green Business Park, Pincent's Lane, Calcot, Reading, Berkshire, RG31 4UH with a copy to ipps@ipintegration.com by electronic mail. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

22. ANTI-CORRUPTION

22.1 You agree that neither You, nor any of Your respective officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on Your behalf have taken, been offered, or will take any action, directly or indirectly, in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Bribery Act 2010, or any other applicable anti-corruption or anti-bribery laws, in connection with these Terms and the Services provided hereunder, including without limitation any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us at ipps@ipintegration.com.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1 These Terms shall be governed by the laws of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or Your access to or use of the Service(s).

24. DEFINITIONS

When used in these Terms with the initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms have the following meanings:

Account: means any accounts or instances created by or on behalf of You for access and use of any of the Service(s).

Affiliate: means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

Agent: means an individual authorized to use the Service(s) through Your Account for such Service(s) as an agent and/or administrator as identified through a User Login.

Agreement: means the master agreement between Us and You.

API: means the application programming interfaces developed, enabled by or licensed to Us that permits a User to access certain functionality provided by the Service(s).

API Policies: means the policies published on Service(s) Websites that govern the use of APIs, as updated from time to time.

Apps: mean the software applications listed in a Market Place which are created, developed, licensed or owned by Us or third-party developers. The term also includes any updates, upgrades and other changes to such software applications and versions thereof.

Applicable Data Protection Law: means all applicable data protection and privacy legislation in force from time to time in the UK, including: the Data Protection Act 2018 (and regulations made thereunder); UK GDPR, which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Confidential Information: means all information disclosed by You to Us or by Us to You which is in tangible form and labelled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, Service Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (f) is required by law to be disclosed by the receiving party, provided that the receiving party shall, to the extent legally permitted, give the disclosing party written notice of such requirement prior to disclosing so that the disclosing party may seek a protective order or other appropriate relief.

Custom Apps: means an application developed specifically for a User of the Service(s) and not listed in a Market Place.

Data Processing Addendum: means the Data Processing Addendum available at this link: <https://trust.ipiplatform.com/index.php/ipi-data-protection-addendum/> and as updated from time to time, or as otherwise set out in the Agreement, which shall govern Service Data to the extent that it includes Personal Data and involves transferring such Personal Data outside the United Kingdom, European Economic Area or Switzerland to any country not deemed by the Information Commissioner's Office as providing an adequate level of protection for personal data.

Data Retention Period: means the period of Service Data retention that is calculated from the date of termination of Your Account before its deletion from Service(s) during normal course of business operation.

Documentation: means any published data sheet provided by the Us detailing the functionalities of the Software.

End-User: means any person or entity other than You or Your Users with whom You interact using the Service(s).

Form: means any service order form referencing these Terms and executed or approved by You and Us with respect to Your subscription to the Service(s), which form may detail, among other things, the number of Users authorized to use the Service(s) under Your subscription to the Service(s) and the Service Plan(s) applicable to Your subscription to the Service(s).

Group Companies: means IP Integration Limited together with its Affiliates.

Market Place: means an online marketplace for Apps that interoperate with Our Service(s).

Mobile Applications: mean the software applications created, developed and owned by Us to enable access and use of the Service(s) through mobile or other handheld devices (such as apps on iOS or Android devices).

Personal Data: means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller (as defined under Applicable Data Protection Law).

Processing/To Process: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Service Data: means all electronic data, text, messages or other materials, including Personal Data of Users and End-Users, submitted to the Service(s) by You through Your Account in connection with Your use of the Service(s), including, without limitation, Personal Data.

Service(s): mean and include any new services that We may introduce as a Service to which You may subscribe to and any updates, modifications or improvements to the Service(s), including individually and collectively, Software, the API and any Documentation. You may subscribe to one or more of the Service(s). They may be subject to separate and distinct Service Plans.

Service Plan(s): means the pricing plan(s) and the functionality and services associated therewith (as detailed in the Agreement) for which You subscribe with respect to any User.

Software: means software provided by Us (either by download or access through the internet) that allows You to use any functionality in connection with the Service(s) and includes a Mobile Application.

Subscription Term: means the period during which You have agreed to subscribe to the Service(s) with respect to any individual User.

Supplemental Terms: means the Service(s) – specific terms set forth in section 25 (SUPPLEMENTAL TERMS) below, additionally applicable to You when You enable, access or use such Service.

Us: means IP Integration Limited or any of its successors or assignees. In these Terms, Us may also be referred to as “We”, and “Our”.

User: means those who are designated users within the Service(s), including an Account administrator, Agents and other designated users.

Visitors: The term “visitor” refers to a user who visits a website. However, a visitor is not considered as a single person but as a browser or a terminal.

Websites: means the websites for various Service(s) and other websites that We operate.

25. SUPPLEMENTAL TERMS

The Supplemental Terms below may contain terms that are specific to one or more Service(s). For avoidance of doubt, in the event of a conflict or inconsistency between the rest of the Terms and these Supplemental Terms, these Supplemental Terms shall prevail:

1. USE

A) FOR USE OF APPS, INTEGRATIONS; MODIFICATION OF EXISTING FEATURES & NEW FEATURE RELEASE

You acknowledge that (i) when You install any of the Apps or enable integrations or (ii) where (a) a feature is modified or (b) a new feature is released within the Service(s), You may be shown additional terms governing their usage. Your continued usage of such Apps or integrations or such features may be relied upon by Us as Your acceptance of such additional terms.

B) FOR USE OF PHONE SERVICE/SUPPORT

If You use our phone service. You understand and agree that (a) unless You choose to turn off the recording feature, all calls made using the phone service are recorded; (b) the phone service is not intended to support or carry emergency calls to any emergency services such as public safety answering points, (c) We will not be held liable for any claim, damages or loss (and You hereby waive any and all such claims or causes of action), arising from or relating to Your (or Users or End-Users) inability to use the phone service to make such emergency calls, (d) You are solely responsible for Your operation of the phone service in compliance with all applicable laws in all jurisdictions governing use of the Service(s) by You, Your Affiliates, Users and End-Users, including but not limited to telephone recording and wiretapping laws, and (e) You will defend, hold harmless and indemnify Us from and against any third party claim arising from any of the foregoing. We may disable the phone numbers provided to You if (i) Your subscription to the Service(s), Account or rights to access and/or use the Service(s) are otherwise suspended, or terminated; and/or (ii) You violate these Terms. In the event that You wish to port-out Your phone number upon termination of Your subscription to the Service(s) or for any other reason, You agree to notify ipps@ipintegration.com. Upon receipt of such request, We shall use reasonable efforts to assist You in the port-out to the third-party service provider of Your choice. Use of this phone service is subject to the payment of additional fees and charges, including, without limitation, the phone call rates as detailed on the Websites. When enabling the phone service, You are consenting, on behalf of You and Your Users and End-Users to the Processing of Service Data (as generated by or necessary for the provision or operation of the phone service) by the third-party service provider We utilize to provide the phone service.

If You use Our Service, please note that upon a request for deletion of a contact, information such as name of the contact, call recordings of that contact and any notes pertaining to such call recordings

shall be deleted. However, information such as logs containing actual numbers making and receiving the calls may be retained for audit, fraud and reporting purposes in accordance with applicable law.

C) FOR USE OF SERVICES

If You use our Service(s), and if You have raised a request for deletion of a User, please note that, for business continuity purposes, deleting the User does not delete business-specific organization-owned data created and contributed to by the User including without limitation, knowledgebase articles, notes, forum topics/comments, support calls, surveys, automation and dispatcher rules, canned responses, ticket templates, contacts, companies, tags, conversations in the tickets, etc. The deleted User's Personal Data will then be anonymized within the Service.

D) FOR USE OF OMNI CHANNEL

If You use Our Services and wish to raise a request for deletion of an Agent, please write to ipps@ipintegration.com. Please note that for the purpose of business continuity, the name of the deleted Agent will be retained within Your Account.

2. DATA

2.1 **Data** means any data that is collected from Your Users and Candidates through Your Account in connection with Your use of Our Services, including but not limited to the following:

1. a) Directory. Contact Information, such as name, email address, mailing address, phone number, date of birth, gender, emergency contact information of the Users collected at the time of employment and creation of employee profile. Subject to the Service Plan to which You have subscribed, You may have the option to collect additional information, including sensitive or personal information, from Users. The Service allows the Users to modify, rectify and update their personal data within the Service
2. b) Application Form. Candidates' contact information, such as name, email address, mailing address, phone number, links to Candidates' social networking profiles or any custom field that You may add to the form to be filled by Candidates at the time of submitting their resumes.

2.2 If You are a Customer of Our Service, You may at any time delete data associated with a Candidate from within Our Service. As a customer of Our Services, You may delete a User's data from Our Service. Upon Your deletion of User's data, We will retain information like business email address, identification number, designation of such User ("**Retained User Information**") in order to not break any old associations relating to such User within Your Account. Except Retained User Information, all the other data that you delete will be deleted from Our Service. Retained User Information will be deleted in accordance with the Terms. If You wish to permanently delete a User's Retained User Information, You can write to ipps@ipintegration.com.

3. DATA RETENTION

We strongly recommend that You export all Service Data before You terminate Your Account. In any event, following the termination of Your Account either by You or Us:

3.1 If You have subscribed one of Our Service Plans, Service Data will be retained for a period not less than 15 days from such termination within which You may contact Us to export Service Data. Beyond this Data Retention Period, We reserve the right to delete all Service Data in the normal course of operation. Service Data cannot be recovered once it is deleted.

3.2 If You have signed-up for an Account but not activated Your Account within 7 days from such sign-up, We reserve the right to delete Your Account immediately upon the expiry of the aforementioned 7 days.

4. DEFINITIONS

Users: as defined in the Terms shall be deemed to also include Your employees;

Service Data: as defined in the Terms shall be deemed to include Our Data.

4.1 FOR USE OF BETA SERVICES We may offer certain services on Our Websites as closed or open beta services ("**Beta Services**") during the testing and evaluation period. You agree that We have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to You. We also reserve the right to make the Beta Services available for a subscription fee (which may or may not be lower than the Subscription Charges payable for paid services).

4.2 FOR YOUR USE OF SERVICES, all references to Service Plan(s) under the Terms shall be construed as referenced to Pricing Subscription(s). **"Pricing Subscription(s)"** means the pricing and number of monthly unique visitors ("**MUV**") associated therewith (as detailed on the Websites) for which You subscribe with respect to any User.

5. EMAIL FEATURE

5.1 **Your Rights.** We hereby grant You the limited right to access, execute, display, perform and otherwise use the Email Feature for Your respective internal business purposes. Except for the limited usage rights granted to You, the license rights granted herein are not transferable and not assignable to third parties.

5.2 **During Your use of the Email feature, You agree not to:**

- a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- b) Use the Email Feature to upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright, trademark or privacy laws unless You own or control the rights thereto or have received all necessary consent to do the same.
- c) Use any material of information, including images or photographs, which are made available through the Email Feature in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any third party;
- d) Damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Email Feature;
- e) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of the Email Feature or other material contained in a file that is uploaded;
- f) Otherwise access or use the Email Feature or relevant Documentation beyond the scope of the authorization granted herein.

6. EMAIL CAMPAIGN

If You use the e-mail ("Email Campaign"), in addition to your obligations under Section 5 of these Supplemental Terms above, the following shall apply to You:

6.1 You hereby agree that You shall be solely responsible and liable to comply with all applicable laws (including without limitation, anti-spam and data privacy legislations) and secure all necessary consents and permissions to send communications *via* Email Campaign.

6.2 In addition to any restrictions under the Terms, You hereby agree that You shall not send electronic communications:

- a) Containing any content relating to or links to sites involved in any activities prohibited herein, including without limitation, pornographic content;
- b) Impersonating or misrepresenting any individual or entity or that in any manner misleads recipients of the origin of the communication;
- c) For the purpose of or in relation to any scamming activity, or gathering or storing Personal Data of any individual, including without limitation, other Users of the Service(s) for use in connection with any activities prohibited herein;
- d) For distributing or selling any illegal or counterfeit products;
- e) For any purpose that is dangerous or harmful in nature.
- f) If You become aware of any actual or threatened activity prohibited by section 5 or 6 of these Supplemental Terms above, You shall immediately: (a) notify Us of any such actual or threatened activity and disclose all relevant information to Us; (b) take all reasonable and lawful measures within Your respective controls that are necessary to stop the activity and (c) fully cooperate with Us to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Email Feature and/or Email Campaign and

permanently erasing from Your systems and destroying any data to which You may have gained unauthorized access).

- g) We reserve the right to review and monitor Your electronic communications, both through tools and manually, to prevent spam and to detect possible violation of the Terms. In any event, if We become aware of the use of the Email Feature or Email Campaign in breach of the Terms by You or Your Users, We reserve the right to immediately and definitively block access to and use of the Email Feature and/or Email Campaign, and/or to terminate these Terms for breach in accordance with section 8 of the Terms (SUSPENSION AND TERMINATION).

7. ORGANISATION SUPPLEMENTAL TERMS

The terms below apply to the use of the Organization feature. In case of a conflict between the terms below and the Terms, the terms below shall prevail:

- a) For easy administration of Your Account(s), You acknowledge and agree that the security management of Your Account(s) across Service(s) hosted in the same region ("Associated Accounts") may be grouped together under a common dashboard ("Organization"). The Organization's dashboard is accessible only to the administrator of the Organization as designated by you ("Organization Admin").
- b) Subject to the Terms, You have the following rights if You are the Organization Admin:
 - c) to delete an Agent from the Organization, which in turn will automatically delete the Agent from all Associated Account(s) within 15 days from the date of deletion from the Organization;
 - d) to modify the profile of an Agent who is part of the Organization, which in turn will automatically modify the respective information across all Associated Account(s) immediately;
 - e) to de-link any or all the Associated Account(s) from the Organization by reaching out to ipps@ipintegration.com;
- f) **Deletion of an Agent by Account Administrator.** Subject to the privacy terms set out in the Agreement, you may delete an Agent from Your Account where You are an administrator of that Account. However, You acknowledge and agree that such a deletion is specific to that Account only and separate deletions need to be initiated across other Associated Account(s) in an Organization for deletion of the Agent from all Accounts. To delete an Agent from the Organization, please contact Your Organization Admin. However, if an Agent is deleted from an Account and if such Agent is not a part of any other Account in an Organization, such Agent will be automatically deleted from the Organization after 15 days from the date of deletion of the Agent from that Account.
- g) **Termination of an Account by Account Administrator.** Subject to the Terms, you may terminate an Account for which you are the administrator. Such a termination will also be updated in the Organization after 15 days of effective termination of that Account. You acknowledge and agree that such a termination is specific to that Account only and shall not affect the other Associated Accounts. An Account, once terminated by the administrator of that Account, cannot be restored by the Organization Admin. The Service Data of an Account that is terminated shall be retained and deleted as specified in the Terms. Agent data of the Account terminated shall be retained in the Organization for a period of 15 days after which it is permanently deleted.
- h) **Deletion of an Organization.** If You are the Organization Admin, you may request for deletion of your Organization at any time from within the Organization settings. Deletion of an Organization shall result in the deletion of all Associated Accounts within 15 days from the date of deletion of the Organization. In any event, an Organization will be deleted after 30 days from the date of effective termination of the last subsisting Account under that Organization. The Service Data of an Account that is terminated shall be retained and deleted as specified in the Terms. Organization Data will be deleted after 30 days from the effective deletion on an Organization. Organization Data shall mean the name, logo, address, security configuration and custom SSO of the Organization.
- i) **Modification of an existing functionality or release of a new functionality.** You acknowledge that when an existing functionality is modified or a new functionality is released

within the Organization feature, You may be shown additional terms governing such modified or new functionality. Your continued usage of such modified or new functionality may be relied upon by Us as Your acceptance of such additional terms.

Addendum to End User Licence Agreement Regarding AI Features, Q3 update

This Addendum ("Addendum") amends and supplements the existing End User Licence Agreement ("EULA") between [Licensor Name] ("Licensor") and [User] ("User") regarding the use of the Software, specifically addressing the AI features being introduced.

1. AI Features

The ECX Software Platform (the "Service") now incorporates artificial intelligence ("AI") with transcription being the foundation feature, which then provides enhanced AI capabilities and features. These AI features may include, but are not limited to:

- Transcription
- Summary
- Sentiment Analysis
- Topic Detection
- Automated Notes and Dispositions
- Suggested Responses and Next Best Actions
- Agent Assistance
- Supervisor Alerts
- Quality Scorecards
- Reporting
- Bots
- IVR Routing
- Speech Recognition

2. User Responsibilities

User acknowledges and agrees to the following responsibilities when utilising the AI features:

Appropriate Use: User shall use the AI features only for lawful purposes and in a manner consistent with the terms and conditions of this EULA.

Data Accuracy: User is solely responsible for the accuracy, quality, and legality of any data inputted into the AI features. Licensor shall not be liable for any errors or inaccuracies resulting from User's data.

Output Review: User understands that the AI features generate outputs based on algorithms and data analysis. Licensor does not guarantee the accuracy of any outputs. User is responsible for reviewing and validating the outputs generated by the AI features before relying on or using them.

Bias Awareness: User acknowledges that AI algorithms may reflect biases present in the data used for training. User is responsible for critically evaluating the outputs and considering potential biases.

Human Oversight: User understands that the AI features are intended to assist and augment User's capabilities, not replace human judgment. User shall maintain human oversight and responsibility for any decisions or actions taken based on the AI features' outputs.

Feedback: User agrees to provide Licensor with feedback on the performance and accuracy of the AI features, including reporting any errors or unexpected outputs.

3. User Data:

3.1 Ownership

- User retains full ownership and control of any data, content, or intellectual property submitted to the Service.
- Licensor will not use, sell, or share User data for purposes outside of providing the Service without explicit consent.

3.2 Data Security and Privacy:

- **Data Security & Protection**
Reasonable technical and organisational measures are in place to protect User data from unauthorised access, disclosure, or misuse. This includes encryption, access controls, and compliance with industry security standards.
- **Data Retention & Deletion**
User interaction data is only retained for as long as necessary to fulfill its intended purpose. Users must ensure compliance with their organisation's data retention policies and may request deletion of stored data in accordance with applicable laws. Users acknowledge and agree to the data security and privacy aspects of the relative AI service Licensor models that are used as part of the platform. These are provided by the Nvidia Riva and the Azure OpenAI services.
- User data is handled in compliance with applicable data protection laws, including GDPR, UK GDPR, the Data Protection Act 2018 and CCPA.

3.3 Transparency:

- Licensor will disclose how AI models process User data and provide logs or explanations upon request of User.
- Users shall be informed of any changes to the Service that could materially impact them with at least 90 days' notice.

3.4 Portability and Control:

- Users may download their data in a standard, readable format at any time.
- Upon termination, Users will have 30 days to retrieve all data before deletion.

4. AI Model Usage, Training and Updates

- **Third-Party AI Licensors:** The User acknowledges that certain AI services offered within the [Cloud Contact Centre Service Name] may be powered by third-party AI models or service Licensors. The use of such AI services is subject to the terms and conditions of the respective AI Licensors.
- **No Responsibility for Model Training:** The Licensor does not train, modify, or influence the underlying AI models used in the service. Any training, tuning, or updates to the AI models are solely the responsibility of the third-party AI Licensor(s).

- **Model Updates and Changes:** The User acknowledges that AI models may be updated, improved, or modified by the third-party AI Licensor(s) without prior notice. The Licensor does not guarantee the consistency, accuracy, or availability of AI-generated outputs before or after such updates.

5. Data and Intellectual Property Protections

Intellectual Property (IP)

- **Ownership of AI Models:** The User acknowledges that the AI services within [Cloud Contact Centre Service Name] may be powered by third-party AI Licensors. All intellectual property rights related to the AI models, algorithms, and technologies remain the exclusive property of those third-party AI Licensors. The Licensor does not own, modify, or control these AI models.
- **No Rights to Modify AI Models:** The User agrees that they do not acquire any rights to modify, retrain, or redistribute the AI models provided as part of the AI services. Any such modifications would require direct engagement with the respective AI model Licensor.
- Any enhancements to the Service derived from User feedback are owned by the Licensor, but do not include User-specific data.
- User agrees to indemnify and hold harmless Licensor, its affiliates, officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of or relating to:
 - User's use of the AI features in violation of this EULA or applicable laws.
 - User's reliance on the outputs generated by the AI features.

6. Charges and Billing

- **Transcription Usage Charges:** The User acknowledges that AI-powered transcription and features within [Cloud Contact Centre Service Name] are subject to usage-based charges. These charges will be applied based on the volume of transcription processed, either at a queue level or for individual users, as determined by the User's configuration. The applicable usage charges will be outlined in the relevant Statement of Work.
- **AI-Enabled User and Queue Charges:** The User agrees that an additional charge will apply for any user or queue that is AI-enabled depending on the agreement between the User and the Licensor. This charge covers the access, processing, and maintenance of AI-driven features. The applicable fees will be outlined in the relevant Statement of Work.
- **AI Autopilot charges:** Autopilot is charged on either a cost per minute total for Voice bot usage, or a cost per session for Chat bot usage, the applicable usage charges will be outlined in the relevant Statement of Work.
 1. IT IS NOT charged on a per agent or user basis
 2. IT IS NOT charged on a per bot basis
 3. The charges apply based on Autopilot bot type:
 - Voice Bot total per minute usage rate - For time spent in Voice bot interactions
 - Chat Bot per session rate – Per session based includes up to 8 turns
- **AI Feature Service Pack Charges:** The User agrees that an additional charge will apply for certain ancillary AI feature Service Packs that are taken, these can include AI prompt tuning (prompt consulting and amending), training modules on the use of specific AI features (Sidekick - Smart Wrap up, Insights - Score Assist, Sentiment, Topic detect) and future Service Packs for

newly added AI features that come in future platform releases. The charges for these items will be agreed in the relevant Service Packs and Statement of Work.

- **Billing Model:** The Licensor will track transcription usage and charge the User accordingly, with applicable rates specified in the relevant Statement of Work or pricing plan. The User agrees to pay all fees incurred for transcription services as per the applicable billing cycle.
- **Types of Transcription Charges:**
 1. **Batch Transcription Charges:** Applied when audio recordings are transcribed after the fact (asynchronous processing). These charges will be based on the total duration of the transcribed recordings.
 2. **Realtime Transcription Charges:** Applied when AI-driven transcription occurs live during interactions (synchronous processing). These charges will be calculated based on the duration of live transcription usage.
- **Rate Changes and Notifications:** The Licensor reserves the right to adjust transcription rates in line with price rises from third party AI service vendors upon prior notice to the User.
- Any rate changes will be communicated in accordance with the terms set out in the User's main agreement with the Licensor.
- **Payment Terms:** The User agrees to pay all charges for transcription services as per the agreed payment terms. Failure to pay may result in suspension or termination of access to AI-powered transcription features.

7. AI Fair Use Policy

- **Fair Usage Expectations:** The User acknowledges that the AI services within [Cloud Contact Centre Service Name] are provided based on the agreed terms in the main agreement and pricing plan. The User is responsible for ensuring that AI-powered features, including transcription and analytics, are used within reasonable and expected levels as defined by their plan.
- **Unlimited Access Disclaimer:** While the platform allows the User to enable AI features for additional users or queues, this does not imply unlimited or unrestricted usage. The User must manage their AI-enabled users and queues in line with their agreed pricing structure.
- **Excessive or Misuse of AI Services:** If the Licensor determines that the User's usage of AI services exceeds the fair usage limits defined in their agreement, the Licensor reserves the right to:
 1. Notify the User of excessive usage and provide recommendations for optimisation.
 2. Adjust billing to reflect the additional usage beyond the agreed limits.
 3. Restrict or suspend AI Services if usage is deemed excessive or abusive, potentially impacting service performance or availability for other Users.

Management of AI Prompts and Token Usage:

1. **Token usage:** Tokens are how the AI counts text—used whenever it reads or responds, this applies across the AI features and we have set a fair use limit around tokens that corresponds to a monthly per user usage. To maintain platform performance and manage operational costs, the platform includes a monthly fair usage limit of **2 million tokens per agent** for AI features such as call summarisation, sentiment analysis, topic detection and score assist. Consistent usage beyond this threshold may result in **additional agent charges for token use**. We reserve the right to enforce these limits to ensure fair access for all customers.

2. **Notification of Prompt Changes:** The User agrees to notify the Licensor in advance of any modifications to AI prompts used within the Service. This includes, but is not limited to, changes in structure, complexity, or frequency of prompts that could impact token consumption.
3. **Unauthorised Prompt Changes:** The User acknowledges that unauthorised changes to AI prompts, including modifications that result in excessive input/output token usage, may lead to additional costs. If such unauthorised changes cause a material increase in AI-related charges, the Licensor reserves the right to apply additional fees to cover the increased costs.
4. **Optimisation Recommendations:** The Licensor may offer guidance on optimising AI prompt usage to control token consumption and associated costs. The User agrees to follow best practices to ensure efficient use of AI resources.
- **Usage Monitoring:** The Licensor will monitor AI service usage to ensure compliance with fair use expectations. Any disputes regarding usage will be addressed based on the Licensor's official usage reporting and system logs.

8. Limitations and Liability

- **No Liability for AI Decisions:** Licensor shall not be liable for any decisions made based on the output or recommendations of the AI services. User is solely responsible for any actions taken based on AI-generated data or analysis.
- **Liability and Exclusions:** This Addendum is subject to the liability and exclusion provisions set out in the main agreement.
- **Additional Exclusions:** Licensor will not be liable for indirect, incidental, or consequential damages arising from the use of AI services, including loss of data (whether a direct or indirect loss), business interruption, or any other damages, even if the Licensor was aware of the possibility of such damages.

9. Termination

- Either party may terminate this AI EULA Addendum upon written notice in the event of a material breach by the other party that remains uncured for thirty (30) days after receipt of written notice.

10. Conflict

To the extent of conflict with third party providers of the Service, including but not limited to Nvidia and Azure and this Addendum to the EULA, the said third party provider terms shall prevail.