

General Terms and Conditions for Cognigy License Agreements

1 Definitions

“Agreement” means an Order Form, these General Terms and Conditions (“Conditions”), Exhibit A and any other Exhibit, schedule, addendum or amendment to the foregoing, whether attached or incorporated by reference.

“Billing Period” means the period for which Conversations have been pre-purchased and invoiced.

“Cognigy.AI” means the Cognigy Conversational AI platform product.

“Cognigy.AI Dedicated Package” means a license to operate one (1) Cognigy AI installation on one (1) cluster (Kubernetes) with all microservices needed to run Cognigy.AI in unlimited scaling. There is no limit to the number of conversational agents, projects or flows, but limited to the Committed Conversations imposed by the Agreement. Additional limitations may be imposed by the Agreement. The license includes Standard Support.

“Cognigy.AI Dedicated (non-production)” means a license to operate one (1) Cognigy AI installation on one (1) cluster (Kubernetes) with all microservices needed to run Cognigy.AI in unlimited scaling for non-production environments, meaning environments which are either a development, testing or failover environment. Conversations are not counted on non-production installations. The license includes Standard Support.

“Cognigy.AI Dedicated Setup” means installing Cognigy.AI on a dedicated infrastructure, either provided by Licensee, Licensor or a third party.

“Cognigy.AI SaaS Service” means a multi-Tenant instance of Cognigy.AI, hosted and maintained by Licensor. The service includes Standard Support.

“Cognigy.AI SaaS Package” means access for the Licensee to one (1) Tenant on the Cognigy.AI SaaS Service, which includes an unlimited number of users, projects and virtual agents, but limited to the Committed Conversations imposed by the Agreement. Additional limitations may be imposed by the Agreement.

“Cognigy.AI SaaS Setup” means provisioning access to the Cognigy.AI SaaS Service for Licensee.

“Cognigy.AI Private Cloud SaaS Service” means a single-Tenant instance of Cognigy.AI, hosted and maintained by Licensor and dedicated to the exclusive use of Licensee. The service includes Standard Support.

“Cognigy.AI Private Cloud SaaS Package” means access for the Licensee to a Cognigy.AI Private Cloud SaaS Service, which includes an unlimited number of users, projects and virtual agents, but limited to the Committed Conversations imposed by the Agreement. Additional limitations may be imposed by the Agreement.

“Cognigy.AI Private Cloud SaaS Setup” means provisioning the private cloud environments and providing access to the Cognigy.AI Private Cloud SaaS Service to Licensee.

„Cognigy Voice Gateway Managed Service” means the provision and operation of a Cognigy Voice Gateway to connect Cognigy.AI with phone lines and contact center solutions. A description of the managed service can be found at <http://www.cognigy.com/vgmanagedservice>.

“Cognigy Product” is used for all provisions that apply to both “Dedicated Product” and “SaaS-Service”.

“Committed Conversations” means the total number of Conversations which are included in the purchased license per Billing Period (e.g. 12 times the Committed Monthly Conversations for an annual license). The Committed Conversations can be used freely within the Billing Period. Unused Conversations are not carried over to the subsequent Billing Period but expire.

“Committed Monthly Conversations” means the number of Conversations which are included in the purchased license per month.

“Dedicated Product” means Cognigy.AI or any future Cognigy Product (not SaaS) provided to Licensee, which may be installed on a dedicated infrastructure, either provided by Licensee or a third party including any future Upgrades and Patches (as those terms are defined in Section 6 of the Conditions), that Licensee may receive in accordance with the terms of the Agreement.

“Channel” means a way of interacting with a virtual agent, represented in Cognigy.AI as an Endpoint Resource (e.g. Webchat, Facebook Messenger, REST or Voice Gateway, etc).

“Concurrent Sessions” means the number of simultaneous calls (which take place at the same time) that the Cognigy Voice Gateway Managed Service can handle.

“Conversation” means a Session with one (1) User on a Channel on one (1) calendar day with a maximum of 50 User Inputs per Conversation.

“Fees” means the Fees (Service Fees, Overage Fees and Support Fees) determined in the Order Form in connection with e.g. the number of Conversations carried out per Billing Period or other measurement units.

“Included Concurrent Voice Gateway Sessions” means the number of simultaneous calls (which take place at the same time) that are included in the Cognigy Voice Gateway Managed Service under this Agreement. Surplus sessions will be charged as Overage Concurrent Voice Gateway Sessions up to the number of Maximum Concurrent Voice Gateway Sessions, after which additional sessions will be rejected.

“Included Speech-to-Text (STT) Minutes” means the number of minutes for which the Cognigy Voice Gateway Managed Service can convert speech audio to text via the described Cloud Service (e.g. provided by Microsoft Azure or Google Cloud, hereinafter “Cloud Service Provider”). If the number of Included Speech-to-Text (STT) Minutes is exceeded in a given calendar month, additional and corresponding quantities of Included Speech-to-Text (STT) Minutes in units of 60,000 Included Speech-to-Text (STT) Minutes each are payable by Licensee. With regard to Licensee’s rights and obligations the respective Cloud Service Provider’s general terms and conditions apply.

“Included Text-to-Speech (TTS) Characters” means the number of characters for which the Cognigy Voice Gateway Managed Service can convert text to speech audio via the described Cloud Service (e.g. provided by Microsoft Azure or Google Cloud, hereinafter “Cloud Service Provider”). If the number of Included Text-to-Speech (TTS) Characters is exceeded in a given calendar month, additional and corresponding quantities of Included Text-to-Speech (TTS) Characters in units of 10,000,000 Included Text-to-Speech (TTS) Characters each are payable by Licensee. With regard to Licensee’s rights and obligations the respective Cloud Service Provider’s general terms and conditions apply.

“Licensor” shall be defined as Cognigy GmbH, Düsseldorf, Germany.

“Maximum Concurrent Voice Gateway Sessions Capacity” means the maximum number of simultaneous calls the Cognigy Voice Gateway Managed Service licensed under this Agreement can handle.

“Order Form” shall mean Cognigy’s standard form, entered into between the parties, which incorporates these Conditions, including special conditions for ordering the Cognigy Products or any other document approved and accepted by Cognigy for any such purpose.

“Overage Concurrent Voice Gateway Sessions” are calculated on a daily basis as the number of simultaneous calls above the Included Concurrent Voice Gateway Sessions and are charged as per the Overage Concurrent Voice Gateway Session price.

“Overage Conversations” means Conversations which fall outside the Committed Conversations. (e.g. if 150,000 Committed Conversations are purchased for a given Billing Period, but 170,000 Conversations are processed by the installation in the given Billing Period, 20,000 Conversations would be Overage Conversations).

„Permitted Usage” means the management of the current and future conversational artificial intelligences of Licensee, which may only be used for the direct business of licensee and no third party.

“Platform Fee” includes access to Standard Support and Cognigy’s customer success program.

“SaaS-Service” means the Cognigy.AI SaaS Service, Cognigy.AI Private Cloud SaaS Service or Cognigy Voice Gateway Managed Service or any future Cognigy Product provided to Licensee as “Software as a Service” (SaaS) including any future Upgrades and Patches, as those terms are defined in Section 6 of the Conditions, that Licensee may receive in accordance with the terms of the Agreement. With regard to the Cognigy.AI SaaS Service and Cognigy.AI Private Cloud SaaS Service the Service Level Terms defined in Exhibit B apply.

“Session” means a virtual agent session, tracked by a session ID on the Cognigy Products.

„**Solution Architect Services**“ means the delivery of 8 hours of consulting services by a senior Cognigy solution architect, for example to help with configuration of a Cognigy Product. Travel cost is invoiced separately.

„**Standard Support**“, „**Extended Support**“ and „**Premium Support**“ are Support Options for Cognigy.AI Products and defined in Exhibit A.

„**Tenant**“ is a group of Users of Licensee, who share a common access with specific privileges to the Cognigy.AI SaaS Service and Cognigy.AI Private Cloud SaaS Service.

„**User**“ means a unique user, tracked by a user ID on the Cognigy Product.

„**User Input**“ is defined as a message (text and/or data) received by Cognigy.AI from a User or system.

2 License Grant:

Subject to proper payment of the agreed Fees and subject to the terms of the respective Order Form, Licensor (i) provides Licensee the SaaS-Service or (ii) grants Licensee a non-exclusive, non-transferable, non-sub-licensable license for the duration of the Agreement (as defined in the Order Form), to use the Dedicated Product in supported configurations as described in the documentation, in compliance with all applicable law, exclusively for the Permitted Usage, subject to the Agreement. Except as expressly authorized by the Agreement, no other entity or person, including any other present or future subsidiary or affiliate of Licensee or any entity or person owning any interest in Licensee at present or in the future, shall have any right to use the Cognigy Product under the Agreement

2.1 License Key:

Licensee will be provided a License Key (Dedicated Product) or login details (SaaS-Service) that give Licensee access to the Cognigy Products.

2.2 Ownership of data and Intellectual Property Rights:

Licensee shall own all right, title and interest in and to "Licensee Data". "Licensee Data" includes non-public data provided by Licensee to Licensor to enable the provision of the SaaS-Services. Ownership of the Cognigy Products, and all worldwide rights, title and interest in and to the Intellectual Property associated with the Cognigy Products shall remain solely and exclusively with Licensor or if applicable with third parties that license modules included with the Cognigy Products or some of Cognigy Products. Licensee shall retain intact all applicable Licensor copyright, patent and/or trademark notices on and in all copies of the Cognigy Products. All rights, title, and interest in Cognigy Products not expressly granted to Licensee in the Agreement are reserved by Licensor. "Intellectual Property" as used in these Conditions means any and all patents, copyrights, trademarks, service marks and trade names (registered and unregistered), trade secrets, know-how, inventions, licenses and all other proprietary rights throughout the world related to the authorship, origin, design, utility, process, manufacture, programming, functionality and operation of Cognigy Products and its Derivative Works.

Licensee is obliged to integrate the notice "powered by Cognigy.AI" on each of his web chats in a clearly visible manner. With regard to „Cognigy Voice Gateway Managed Service“, this only applies if "Webchat Widget" is also licensed from Cognigy at the same time.

2.3 Confidential Information:

The term "Confidential Information" shall include any information, whether tangible or intangible, including, but not limited to, techniques, discoveries, inventions, ideas, processes, software (in source or object code form), designs, technology, technical specifications, flow charts, procedures, formulas, concepts, any financial data, and all business and marketing plans and information, in each case which is maintained in confidence by the disclosing party ("Disclosing Party") and disclosed to the other party ("Recipient") hereunder. The failure by the Disclosing Party to designate any tangible or intangible information as Confidential Information shall not give Recipient the right to treat such information as free from the restrictions imposed by these Conditions if the circumstances would lead a reasonable person to believe that such information is Confidential Information. Confidential Information does not include information which Recipient documents (a) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public; (b) was rightfully in Recipient's possession prior to disclosure by the Disclosing Party; (c) becomes rightfully known to Recipient, without restriction, from a source other than the Disclosing Party and without any breach of duty to the Disclosing Party; (d) is developed independently by Recipient without use of or reference to any of the Confidential Information

and without violation of any confidentiality restriction contained herein; or (e) is approved by the Disclosing Party for disclosure without restriction, in a written document executed by a duly authorized officer of the Disclosing Party. Recipient shall hold the Confidential Information received from the Disclosing Party in strict confidence and shall not, directly or indirectly, disclose it, except as expressly permitted herein. Recipient shall promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information pursuant to a judicial or governmental order, provided that Recipient provides the Disclosing Party reasonable prior notice, and assistance, to contest such order.

2.4 Restrictions on Use:

Except as expressly authorized by Licensor in writing, Licensee shall not copy, in whole or in part, the Cognigy Products or documentation, or modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, access Cognigy.AI containers or translate any portion of the Cognigy Products, or attempt to obtain the source code for the Cognigy Products.

Licensee shall not rent, lease, lend, distribute or license the Cognigy Products, or create Derivative Works of the Cognigy Products. Licensee may not process PCI (i.e. Payment Card Industry) relevant data by using Cognigy Products.

2.5 Derivative Works:

"Derivative Works" as used herein means any software program (whether in source code or object code), and all copies thereof, developed by or on behalf of Licensee based on or derived from any part of the Cognigy Products, including without limitation any revision, modification, enhancement, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Cognigy Products may be recast, transformed or adapted, and that, if prepared without Licensor's authorization, would constitute a patent, copyright or trade secret infringement of the Cognigy Products, or would otherwise constitute an unauthorized use of Licensor's Confidential Information. In the event any such Derivative Works are created, Licensor shall own all right, title, and interest in and to such Derivative Works. If, under the operation of local law or otherwise, Licensee or such third party comes to have any rights associated with such Derivative Works, Licensee hereby and shall automatically assign all such rights to Licensor for no additional consideration. For avoidance of doubt, Licensor shall claim no intellectual property interest or legal interest of any kind in any code created by Licensee to facilitate its authorized use of the Cognigy Products so long as the creation of such code does not constitute a Derivative Work or violate any other provision of these Conditions. For the avoidance of doubt, any code that Licensee creates exclusively for its own use that relies on an Application Programming Interface (API) published by Licensor or code that extends, expands or modifies the functionality of the Cognigy Products, regardless of the fact that the code depends on files that Licensor wrote, shall be the exclusive intellectual property of the Licensee; Licensor shall retain all legal interest in its API, but shall claim no legal interest in any such code.

2.6 Third Party Use and Rights:

Licensee may authorize third parties to assist Licensee in the management, editing, and hosting of content created by use of the Cognigy Products, provided that: (1) such activities are within the scope of the activities Licensee is itself authorized to perform under the Agreement; (2) such third party's acts are primarily for the direct or indirect benefit of Licensee; and (3) such third parties are not charged a fee by Licensee for such activities. Licensee is prohibited from using the Cognigy Products as an Application Software Provider or in any time-sharing or other commercial arrangement of any kind that makes the Cognigy Products available to third parties primarily for the third party's own uses. Except as expressly stated herein, no third party has any rights under the Agreement. Licensee is fully liable for any unauthorized use of the Cognigy Products by third parties caused by any acts or omissions of Licensee.

3 Warranties:

3.1 Licensor's Warranty:

Licensor warrants that the Cognigy Products provided to Licensee will work according to the documentation listed at <https://www.cognigy.com/productdescription> during the Term (as that term is defined in Section 7.1 below and in the Order Form). The Cognigy Products shall be deemed to be free of any defect in

quality, if the Cognigy Products (including Upgrades and Patches provided according to Section 6 below), comply with the description of functions in the documentation (Agreed Quality). In the event any such Cognigy Products do not operate according to the documentation, Licensee will provide notice of such defects as incidents without delay and Licensor shall resolve the defect of the Cognigy Products or to provide a workaround. Other warranty services are explicitly excluded.

Licensee shall, at no extra charge, assist Licensor to a reasonable extent in the detection and correction of defects of the Cognigy Products. In particular, Licensee shall provide Licensor with a sufficient description of the reported defect and describe the respective circumstances under which the reported defect arose.

3.2 Virus/Malicious Code:

Licensor and Licensee warrant that they will use generally accepted virus and malicious code detection software programs to test any electronic files, including electronic communications, prior to any delivery or upon receiving such communications and that the parties will continue to take such steps with respect to exchanging electronic files and communications pursuant to the Agreement. In the event either party detects any computer virus or malicious code it shall immediately notify the other party and where possible shall promptly provide revised replacement files.

3.3 Licensee's Warranty:

The following applies to Licensees of SaaS-Services only: Licensee represents, covenants, and warrants that Licensee will use the SaaS-Services only in compliance with the Agreement and all applicable laws and regulations. Licensee hereby agrees to indemnify and hold harmless Licensor against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Licensee's use of SaaS-Services. Although Licensor has no obligation to monitor Licensee's use of the Services, Licensor may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Licensee shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the SaaS-Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Licensee shall also be responsible for maintaining the security of the Equipment, Licensee account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Licensee account or the Equipment with or without Licensee's knowledge or consent.

4 Indemnity for Third Party Intellectual Property Claims:

If any third-party claim based upon alleged infringement of an intellectual property right is asserted against Licensee by virtue of Licensee's use of the Cognigy Products, Licensor will indemnify Licensee in investigation of such claims and in defense of such claims or in settlement thereof, which shall include payment of any costs and damages finally awarded by the relevant court or agreed upon in settlement, provided that Licensor shall have received from Licensee prompt notice of said claim after the assertion thereof, and further provided that Licensor shall have the exclusive right, if it so chooses, to control and direct the investigation and the defense or the settlement of such claim and further provided that Licensor shall receive, at no charge to Licensor, reasonable cooperation and assistance from Licensee in defending or settling the claim. Notwithstanding the foregoing, Licensor shall have no obligation or liability for any claim of infringement arising out of or in connection with: (i) use of a superseded version of the Cognigy Products or associated documentation if the infringement would have been avoided by the use of a current version release of such Cognigy Products or documentation; (ii) the combination, operation or use of the Cognigy Products with any software, hardware or other materials not furnished by Licensor if the infringement would have been avoided by not combining, operating or using such Cognigy Products with such other software, hardware or other materials; (iii) any modification of the Cognigy Products not expressly authorized or instructed by Licensor; or (iv) any breach by Licensee of the Agreement, if the infringement would have been avoided by Licensee not breaching the Agreement. Licensee may participate at its own expense using counsel of its choice in the defense or settlement of claims that Licensor is obligated to defend or settle hereunder. In the event the Cognigy Products is held by a court of competent jurisdiction to be, or is reasonably believed by Licensor to

be, infringing, Licensor will have the option, at its expense, to: (i) modify such Cognigy Products to be non-infringing; (ii) obtain for Licensee a license to continue using such Cognigy Products; or (iii) if Licensor determines in its reasonable discretion that the Cognigy Products may neither be so modified using reasonable efforts nor so licensed on reasonable terms, terminate Licensee's license for the infringing Cognigy Products. This paragraph states Licensor's entire liability and Licensee's exclusive remedy for intellectual property right infringement.

5 Limitation of Liability:

5.1 Should Licensor be obliged to pay compensatory damages or reimburse expenses, Licensor shall be subject to unlimited liability only:

- for loss or damage to the extent arising out of the infringement of life, limb or health based on intentional or negligent breach of duties by Licensor or an intentional or negligent breach of duties by a statutory representative or vicarious agent of Licensor; and
- for other loss or damage, to the extent such damage is based on the intentional or grossly negligent breach of a duty by Licensor or its statutory representatives or vicarious agents.

5.2 For loss or damage based on a breach of duty involving slight negligence by Licensor or its legal representatives, officers or agents for whom Licensor is vicariously liable, Licensor shall be liable for compensation of damage or expenses only in those cases where a material duty is breached that is of particular importance for achieving the purpose of the Agreement, as the case may be. Liability for breach of a material contractual duty involving slight negligence shall be limited to the typical, foreseeable losses and damages, as of the Effective Date. The parties agree that Licensor's liability as described in this paragraph 5.2 of this Section 5 based on a breach of duty involving slight negligence will be limited to a total of EUR 10.000 or as indicated on the Order Form.

5.3 The limitations on liability agreed in paragraph 5.2 of this Section 5 shall also apply for the benefit of Licensor's statutory representatives and vicarious agents.

5.4 The limitations of liability stipulated in paragraph 5.2 of this Section 5 shall not apply to losses and damages:

- based upon a defect in quality or title fraudulently concealed by Licensor; or
- based upon the violation of an explicit guarantee made by Licensor for the respective quality.

5.5 Any further liability of Licensor for compensatory damages pursuant to the Product Liability Act shall remain unaffected by the limitations on liability agreed herein.

6 Upgrades and Patches of Cognigy Products:

"Patch" as used in the Agreement means a specific, targeted fix to a discrete problem in the use or functionality of the Cognigy Products that Licensor in its sole discretion defines to constitute a "Patch" and may from time to time provide to Licensee. "Upgrade" as used in the Agreement means a new version of some or all of the Cognigy Products, or an improvement in the use or functionality of the Cognigy Products more substantial than a Patch, that Licensor in its sole discretion defines to constitute an "Upgrade" and may from time to time provide to Licensees. Licensee expressly acknowledges that Upgrades and Patches may change functionality of the Cognigy Products and integration with other systems and may not work with some or all of the Cognigy Products modules or be backward compatible with earlier versions of Cognigy Products. Installation of Patches and Upgrades is the choice and responsibility of Licensee. SaaS-Services: On major releases, which are not backwards compatible Licensor shall give Licensee parallel access to a new major version installation. The Licensee may then migrate their Virtual Agents. Dedicated Product: On major release which are not backwards compatible Licensor shall give Licensee a second Dedicated Product license for the new version and Licensee may set up a parallel installation for migration purposes. Alternatively, Licensee may use Licensor's SaaS environment for migration.

To the extent that operation of the Cognigy Products is affected by problems in standard software, including, but not limited to, NodeJS, MongoDB, RabbitMQ and ReactJS, then Licensee shall install updates to such standard software per Licensor's specifications in order to resolve these issues. Licensor has no control over such standard software and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely

manner. For the avoidance of doubt, the then-current standard software required for use of the Cognigy Products as set forth in the documentation is generally not affected by Upgrades or Patches, and to the extent it is affected, the instructions for the installation of the applicable Upgrade or Patch will note such changes.

Under the Agreement Licensor shall support any minor version (e.g. 4.x) for 18 months after it was declared by Licensor to be superseded (i.e. version 4.1, 4.2 and so on will be supported for 18 months periods after a newer minor or major version has been released).

7 Term and Termination:

7.1 Term:

The Agreement commences on first day of the period agreed in the Order Form and remains in effect for the period agreed in the Order Form ("Term"). The Agreement shall thereafter automatically renew for the same term unless one of the parties terminates the Agreement at least 60 calendar days prior to the end of the term.

In addition to any other remedies it may have, either party may also terminate the Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of the Agreement and does not cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event of termination in accordance with this section or for cause by Licensee, Licensor will refund any Fees pre-paid by Licensee, pro-rated for the remainder of Licensee's Term after the effective date of termination.

The right to terminate for cause remains unaffected.

Termination must always be in writing.

7.2 Effect Upon Termination:

Upon termination of the Agreement, for any reason, the license granted under the Agreement will also terminate, and Licensee shall immediately cease all use of the Cognigy Products provided to Licensee under the Agreement and delete all copies of the Cognigy Products including Documentation in its possession or control. Upon Licensor's request Licensee shall then certify that such use has ceased and that the Cognigy Products have been erased, destroyed or otherwise made inoperable by any user in the future. Further, upon termination of the Agreement, those provisions of the Conditions which by their nature are intended to survive, including without limitation Sections 2.2 (Intellectual Property Rights), 2.31.3 (Confidential Information), 0 (Term and Termination), and 8 (Payment Terms and Offsetting), will survive termination of the Agreement.

8 Payment Terms and Offsetting:

Except as otherwise expressly agreed, all fees and charges are due and payable within thirty (30) calendar days of receipt of Cognigy's invoice. Should the date of receipt of the respective invoice be uncertain, invoice amounts shall be due and payable within thirty (30) calendar days from delivery of the respective Cognigy Products. Unless otherwise indicated, all fees quoted by Cognigy or set forth in the Agreement are in Euros excluding VAT. Licensee may offset counterclaims against claims of Cognigy only if such counterclaims are undisputed or have been confirmed by a final and conclusive court judgment.

9 Severability:

If any provision of these Conditions, or the Agreement concluded hereunder, is adjudicated to be unenforceable, such provision shall be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.

10 Assignment:

Licensee may not assign the Agreement. Licensor may assign the Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) or affiliate that agrees to assume Licensor's obligations thereunder. Any assignment or transfer in violation of this Section 10 shall be void and of no force or effect.

11 Entire Agreement:

These Conditions, the Agreement concluded hereunder, and any attachment that is expressly incorporated therein, constitutes the entire

agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral, and furthermore may be amended only by a written document signed by both parties. Any term or condition not specifically authorized by these Conditions or the Agreement concluded hereunder, which are included in any Licensee invoice, Order Form or other document rendered pursuant to the Agreement is of no force or effect unless the specific term or condition has been previously agreed to by the parties in writing in a separate agreement. No action by Licensor (including, without limitation, receipt of payment of any such invoice, or acceptance of any purchase order, in whole or in part) shall be construed as making any such term or condition binding on Licensor.

12 License Reports and Audit:

The following applies to Licensees of Dedicated Products only: Licensee shall configure their Dedicated Products in a way to automatically report licensing relevant information (e.g. Conversation counts) to Licensor. This information shall be anonymized and not include any customer data. If such automatic transmission of Conversation counts is not possible, Licensee shall maintain accurate records of its use (including any discontinued use) of the Cognigy Products and shall provide these records to Licensor unrequested monthly. If the records are not timely produced, or if Licensor has reasonable grounds to question their accuracy, Licensor may engage, at its expense, an independent auditor to audit Licensee's use of the Cognigy Products. The auditor shall not interfere unreasonably with Licensee's normal business operations, but Licensee shall reasonably cooperate with efforts to conduct the audit, including providing the auditor, in a timely fashion, all relevant information regarding its use of the Cognigy Products. If such audit determines any unauthorized use of the Cognigy Products, Licensor shall invoice Licensee (i) for all such unauthorized use in accordance with Licensor's then-current retail prices, computed from the date the excess usage commenced. If this invoice exceeds 5% of previously paid license fees, Licensee shall pay the expense of the audit. Licensee shall pay all invoices authorized by this section within 30 days from receipt.

13 Data Protection:

Both parties ensure compliance with all applicable laws on data protection and privacy, including the European Union General Data Protection Regulation (Regulation (EU) 2016/679) and applicable national laws, in each case as amended from time to time and including succeeding legal instruments. Licensor entrust only employees with the handling of personal data (in the meaning of Article 4 no. 1 GDPR, "Personal Data") who have been trained to comply with data protection and privacy regulations and are bound to keeping data secret. If and to the extent Licensor collects, stores, processes or otherwise uses or gets access to personal data of employees, applicants, consumers, customers or business partners on behalf of Licensee, the parties shall conclude an agreement on data processing on behalf of Licensee. In case an agreement on data processing is concluded between the Parties, the provisions set out in this data processing agreement shall prevail the Conditions.

14 Insurance:

Licensor shall maintain adequate insurance cover with a reputable insurer in relation to Licensor's risks under the Agreement. Licensor shall at Licensee's request from time to time furnish such evidence as Licensee may reasonably request to demonstrate that such insurance cover has been maintained in force with such insurer, including copies of any policy documentation by Licensor.

15 Publicity:

Licensor is allowed to use Licensee's or any of its affiliate's, division's or brand's name or logo or refer to any of them directly or indirectly in any media release, public announcement including any promotional or marketing materials, web sites, customer lists, referral lists or business presentations without the prior written consent of Licensee.

16 Governing Law:

These Conditions, and the Agreement concluded hereunder, will be governed by and interpreted in accordance with the laws of the Federal Republic of Germany, with the exception of the Laws of Conflicts. The U.N. Convention on Contracts for the International Sale of Goods are also hereby made expressly inapplicable.

17 Place of Jurisdiction:

The exclusive place of jurisdiction for any and all disputes under and in connection with these Conditions and under and in connection with the Agreement concluded hereunder shall be the courts of the registered office of the Licensor.

EXHIBIT A

COGNIGY SUPPORT PROGRAM TERMS

Licensor shall provide the following Support to Licensee for the licensed Cognigy.AI Products:

Support Access: Licensor provides a ticketing system to support Licensor's customers. The support system is operated by a skilled Licensor technical team with product expertise. Support Tickets can be opened 24x7.

Support Tickets. Incidents and questions should be reported through the Cognigy user interface as documented here: <https://docs.cognigy.com/docs/get-help-report-problems>

Where applicable, tickets should include the following resources:

- Description of the issue and steps to reproduce
- Error message
- Screenshot of the Cognigy console
- Package export of the flow and its dependencies
- Copy or screenshot of log files

Licensee will work with Company support personnel during the investigation of Support Tickets, as reasonably needed and in a timely manner. Company does not require and Licensee shall not provide access to any personally identifiable information for purposes of the Agreement.

Cognigy Help Center: Licensor's Help Center is a collection of tutorials and articles and includes an active online community of Licensor's Users. This forum offers a wealth of shared experiences among the many Cognigy certified developers worldwide, with fresh and historical insight available 24x7. Access via <https://support.cognigy.com>

Documentation Library: Licensor's online documentation includes technical and user documentation and API reference documents. The documentation covers a range of Licensor's topics, API details, troubleshooting techniques, relevant conceptual articles, tutorials, external integration examples and more.

(Optional) Cognigy Extended Support Program

Extended Support includes Standard Support from 9am to 6pm CET between Monday and Friday, with access to Licensor's phone support only in emergencies which impact the operation of the system in a significant way with a guaranteed response time of 2 hours or less.

(Optional) Cognigy Premium Support Program

Premium Support includes Standard Support 24 hours per day, 7 days per week with access to Licensor's phone support only in emergencies which impact the operation of the system in a significant way with a guaranteed response time of 1 hour or less.

Severity Levels and Target Response Times

Licensor shall categorize Support Tickets based on Licensee's characterization of the Severity Level. Licensee will characterize the Severity Level based on the business impact of the incident or question to Licensee using the Severity Levels described in Table 1 below. If Licensor disagrees with Licensee's characterization of the Severity Level, Licensor will notify Licensee and the parties will act in good faith to establish a Severity Level.

Licensor shall provide an update on the investigation, resolution or escalation of the Support Ticket within the response times set out in Table 1 based on the Severity of the Support Ticket.

Table 1 - Severity Levels and Target Response Times				
Severity Level	Criteria	Target Response Times		
		Standard Support	Extended Support	Premium Support
Critical	Meets all of the following criteria: <ul style="list-style-type: none"><input type="checkbox"/> Impacts production endpoint environment; and<input type="checkbox"/> Involves a continuous or near continuous bot outage, or a performance issue that severely inhibits usage of bots; and<input type="checkbox"/> No workaround available.	1 Business Day (Issues must be reported via email)	2 hours (Issues must be reported via email and followed up via telephone)	1 Hour (Issues must be reported via email and followed up via telephone)
High	Meets all of the following criteria: <ul style="list-style-type: none"><input type="checkbox"/> Impacts production flow authoring environment; and	2 Business Days	1 Business Day	2 hours (Issues must be reported via email and

	<input type="checkbox"/> Involves a continuous or near continuous outage, or an issue that severely inhibits the ability of bot developers to edit flows; and <input type="checkbox"/> No workaround available.			followed up via telephone)
Medium	Meets one of the following criteria: <input type="checkbox"/> In production environment, causes intermittent impact and does not critically affect business operations; or <input type="checkbox"/> In production environment, impact of the problem is alleviated by the availability of a workaround; or <input type="checkbox"/> In non-production environment, causes immediate impact on development activity, such as affecting upcoming project plans, or preventing the development team from working on the project.	3 Business Days	1 Business Day	1 Business Day
Low	Meets one of the following criteria: <input type="checkbox"/> In production environment, causes minor or no impact on business operations; or <input type="checkbox"/> In non-production environment, causes moderate or minor impact on development activity.	5 Business Days	2 Business Days	2 Business Days

EXHIBIT B

COGNIGY SERVICE LEVEL TERMS

(only applicable to the Cognigy.AI SaaS Service and Cognigy.AI Private Cloud SaaS Service (both a "Service"))

The infrastructure of the Service is designed for normal use as defined below.

Normal Use:

The following service levels/availability are only valid for "Normal Use". "Normal Use" is a use of the Service for up to 10 received User Inputs per second. Any usage in excess of Normal Use can lead to a severe degradation of service quality.

Restrictions on availability due to application errors (incorrectly configured flows, custom modules, custom code, externally connected systems, etc.) and use in excess of Normal Use are excluded from the availability control and are not considered downtime, as these are the responsibility/responsibility of Licensee.

Availability (The general accessibility of the cloud systems providing the Service to Licensee):

The availability of the Service in Normal Use (see above) may not be less than 99.9% p.a. on working days (Monday to Friday on weekdays) between 8 am and 8 pm (CET) (=high availability times) and 99.5% p.a. in the remaining time on a 7x24x365 basis. When calculating operating and downtimes and thus availability, planned maintenance times, maintenance requested by Licensee and all downtime resulting from an interruption of third-party affiliates or utilities (e.g. Microsoft Azure) or for any other reason outside Licensor's sphere of responsibility, are excluded. If the server response times are consistently exceeded (defined in the " Definition Performance" section) in a contiguous period of 30 minutes of more than a factor of 2, the services are considered unavailable (i.e. the measured response time must be at least twice as long as agreed for the entire 30 minutes). The formal commencement of non-availability ("standstill") shall begin from the date on which Licensor is aware of the non-availability, at the latest with notification by e-mail (support@cognigy.com) or telephone by Licensee, and ends, as soon as the Licensor has notified the removal of non-availability by email to Licensee's Support Email.

Definition Performance (The speed of server response times and interface availability):

The maximum server response time (ping against admin console) must not exceed two seconds. Response times less than one second should be the rule.

Definition of Reaction Rime (The period during which Licensor must react in the event of a standstill):

Licensor will endeavor to start remediating any standstill immediately after it becomes aware of it.

Definition Recovery Time (The time period within which a standstill must be fixed):

The recovery time is 2 hours from the start of the standstill during high availability times and 4 hours outside of high availability times.

Definition of maintenance windows and downtimes (i.e. the time for how long the cloud system can be switched off for maintenance and with how much lead time downtimes must be announced):

Planned Maintenance windows and other scheduled downtimes may be performed no more than once a month for two hours and with an announcement via email address with a lead of at least one week at times outside of high availability times.

Maintenance work, which is necessary due to unpredictable external circumstances in order to maintain the operational safety of the agreed service, can also be carried out outside the above-case maintenance windows. The announcement will be made immediately by e-mail to Licensee's Support Email.