

Appendix 1: Terms & Conditions for use of boost.ai's Deliverables

The Agreement, including these Terms & Conditions and all Order Forms govern Customer's access to and use of the Deliverables.

1. Definitions

"Activity" shall have the meaning ascribed to in clause 5.3.

"Add ons" shall mean additional functionality or services that may be ordered by the Customer for an additional fee.

"Admin Panel" shall mean the interface used to access the Conversational AI Solution to customize, build, develop, maintain and train the virtual agent, enabling the Large Language Module (LLM) and/or Voice for the Customer's specific needs.

"Agreement" shall mean the agreement signed between boost.ai and the Customer regarding Customer's access to the Deliverables.

"Appendices" shall mean the appendices and exhibits attached to the Agreement jointly.

"API" shall mean an application programming interface and any accompanying or related documentation, source code or other materials, including without limitation, through the Admin Panel.

"boost.ai" shall mean Boost.ai, Inc.

"Chat Log(s)" shall mean all inquiries written by the End Users in the Customer's chat and answers given by the virtual agent (actions).

"Cloud-based Solution" means the Conversational AI Solution offered and made available to Customer as a software as a service (SaaS) hosted by boost.ai's third party cloud hosting supplier.

"Competitors" shall mean any third party who develops or provides chatbot or virtual agent software.

"Confidential Information" shall mean non-public information the Parties designate as being proprietary or confidential, or which by its nature or the circumstances surrounding its disclosure ought to be treated as confidential, including, without limitation and in whatever format, information relating to the other Party's software products, source code, API data files, documentations, specifications, databases, networks, system design, file layouts, tool combinations, development methods, consulting methodologies, user manuals and documentation, training materials (computer-based or otherwise, schema, flow-charts, prototypes and evaluation copies of any of the foregoing as well as information relating to a Party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information and financial results.

"Conversation" shall mean for the purpose of the Conversational AI Solution, a Chat Log in which the virtual agent responds to one or more inquiries from an End User.

“Consultancy Hours” shall mean the hourly rates payable by Customer for any use of boost.ai’s resources pursuant to a separate Scope of Work.

“Conversational AI Solution” means the software and platform used to build boost.ai’s conversational virtual agents.

“Customer” shall mean the company and any Group Companies who have signed and entered into the Agreement and/or Order Forms that reference the Agreement.

“Customer Data” shall mean any content or Intellectual Property Rights built or added to the Deliverables by the Customer, as well as Chat Logs.

“Data Processing Agreement” or **“DPA”** shall mean a data processing agreement relating to boost.ai’s processing of personal data on behalf of the Customer entered into between the Parties.

“Deliverables” shall mean the On-prem Solution, Cloud-based Solution and any other Add Ons or service subscribed and/or purchased by the Customer and specified in the Order Form.

“End User” shall mean an end user that initiates a Conversation with a virtual agent in the front end chat window of Customer’s virtual agent or calls or receives a voice call.

“Environment” shall mean Customer’s server environment in Amazon Web Service’s data center.

“Group Companies” shall mean any affiliated companies of the Customer.

“Human Chat” shall mean boost.ai’s AI-powered human chat that allows Customer’s employees to take over Conversations with End Users from the virtual agent.

“Implementation Fee” shall mean a one-time start up cost payable by Customer for the set-up of an Environment and/or Voice.

“Intellectual Property Rights” shall mean any copyrights and related rights, trademarks, trade names, service marks, patents, models, design rights, rights in database, domain names, rights to know-how, trade secrets and all applications or pending applications in each case whether or not registrable in any country and all rights and forms of protection of a similar nature or producing similar effects.

“LLM Services” shall mean boost.ai’s services based on Large Language Models (LLM) technology, including but not limited to; content suggestions, training data generation, action re-write, intent predictions, agent handover summary, agent answer re-write and/or pre-written responses

“Multi-client Capable Solution” shall mean an Environment provided to multiple Group Companies or business units of the Customer at once using, for example, filters or APIs in order to provide answers.

“On-prem Solution” means the Conversational AI Solution offered and made available to Customer as a software as a service (SaaS) hosted on Customer’s premises.

“Order Form” means the executed order document between Customer and boost.ai that references this Agreement and specifies the Deliverables purchased by the Customer.

“Parties” shall mean boost.ai and the Customer jointly, and **“Party”** shall mean any one of them.

“Scope of Work” shall mean a document containing a detailed description of the work and activities to be performed by the Parties in relation to the project which shall be attached to the applicable Order Form.

“Service Level Agreement” shall mean the agreement between the Parties regulating

boost.ai's commitments for maintenance and support for the Deliverables.

"Solution Access Time" shall mean the first time when the Customer is granted access to an Environment by access to the Admin Panel through receipt of login details from boost.ai.

"Subscription Fee" shall mean the subscription fee to be paid by the Customer for the Deliverables covered by the Agreement and/or Order Form, including any additional fees for optional services, including, but not limited to, on-premise fees if Customer is using an On-prem Solution, Human Chat fees and/or LLM Services fees.

"Supplemental Terms" shall mean any additional terms and conditions applicable for certain features and functionalities.

"Terms & Conditions" shall mean these terms and conditions.

"Usage Data" shall mean any data that is derived from the use of the Deliverables that does not identify Customer, End Users, or any natural person and includes (a) data such as volumes, frequencies, and performance data and (b) subject to any restrictions under applicable law or regulation, data that is anonymized, de-identified, and/or aggregated such that it can no longer identify Customer, End Users, or any natural person.

"Voice" shall mean conversational IVR.

2. The Deliverables

The Customer is given a right to use the Deliverables as expressly set out in the Agreement, these Terms and Conditions, and/or one or several Order Form(s). For the avoidance of doubt, the Customer is not entitled to use parts of the Deliverables not provided under an Order Form.

Subject to the rights provided to the Customer pursuant the Agreement and/or Order Form(s),

the Deliverables shall be provided to the Customer as further described under the Appendix *"Description of services"*.

If Customer intends to change or extend the agreed right to use the Deliverables in an existing Order Form and/or Agreement, including, but not limited to, adding additional Environments, establishing a Multi-client Capable Solution, or adding Human Chat, this shall be expressly regulated by a separate Order Form.

For the avoidance of doubt, in the event that the Customer is given access to any additional services or part of the Deliverables not covered by the Agreement prior to any additional agreements and/or order forms have been executed, the terms set out in the Agreement and these Terms & Conditions shall still apply to such part of the Deliverables, and separate fees may apply.

Specific types of Deliverables may be subject to Supplemental Terms. Supplemental Terms may be included as reference or an attachment to the applicable Order Form and/or Agreement. Supplemental Terms are in addition to, and shall be deemed to be a part of these Terms and Conditions. Supplemental Terms shall precede these Terms and Conditions for the applicable parts of the Deliverables.

Boost.ai reserves the right to make commercially reasonable updates and changes to Deliverables from time to time, including, but not limited to, changing, adding, modifying, discontinuing or removing features or functionalities from the Deliverables as part of ordinary upgrade and maintenance of the Deliverables. Such updates will primarily be implemented in newer versions of the Deliverables. If such change may have a material impact on the Customer's regular use of the Deliverables, or if existing features or functionalities will be removed, boost.ai shall provide the Customer with thirty (30) calendar days' notice before such change takes effect,

provided, however, that boost.ai reserves the right to change the Deliverables with immediate effect if required in order to comply with the law. Boost.ai does not guarantee maintenance and support for versions of the Deliverables that are older than one year provided that newer versions have been launched and are available as an update to the Customer. In the event that any material change made by boost.ai to the Deliverables prevents the Customer from using the Deliverables in accordance with its intended manner, Customer's sole remedy shall be to terminate the agreement upon ten (10) business days' prior written notice.

Boost.ai has the right to announce that any part of the Deliverables has reached end-of-life. An end-of-life will determine when the relevant part of the Deliverables will end and how far into the future the service will be provided. End-of-life announcements will be made at least twelve (12) months before the end-of-life date.

3. Subscription

Unless otherwise provided in the Order Form(s) and/or Agreement, the Deliverables can only be used by the legal entity(y)/(ies) set forth in the applicable Order Form and/or Agreement and it is not to be shared with or used by any other business units, Group Companies or other third parties unless otherwise agreed in writing between the Parties.

Without limiting the foregoing, Group Companies may, upon mutual agreement between the Parties, become a party to the Agreement by way of executing Order Form(s). For the purpose of clarity, these Terms and Conditions and the Agreement shall apply to such Group Companies, unless otherwise agreed in writing. In such case a reference to "Customer" under these Terms and Conditions shall apply to Group Companies included.

4. Implementation

Boost.ai is responsible for the setup of the Environment and providing access to the Admin Panel, and will invoice an Implementation Fee set out in an Order Form(s) for these services. The Parties' responsibilities shall be as expressly set out in the Scope of Work. The Customer will have the main responsibility for building the content and preparing the virtual agent for production with the necessary assistance and support from boost.ai.

5. Payment and payment terms

5.1. Prices

The prices for the Deliverables shall be as set forth in the Order Form(s), subject, however, to clause 5.8 of these Terms & Conditions. For any part of the Deliverables, where pricing is not explicitly stated, the Parties shall agree on pricing before the Customer commences the use of the relevant part of the Deliverables.

5.2. Subscription Fee

Subscription Fee shall be invoiced by boost.ai as agreed between the Parties under the relevant Order Form(s). In the event that this hasn't been provided under the Order Form(s), boost.ai shall invoice the Subscription Fee in advance for a twelve (12) month period starting from the effective date of the Order Form.

If the Parties have agreed on a trial period or a proof of concept (POC), the Subscription Fee will be invoiced from the last day of the trial period, or POC for any continued use of the Deliverables, regardless of whether the Agreement has been signed at such date or not.

Unless otherwise explicitly stated in the Agreement and/or an Order Form, the Subscription Fee only covers one Environment and one legal business unit. For the avoidance

of doubt, the Subscription Fee does not include any test Environments.

5.3. Conversation

Conversations shall be invoiced as expressly provided under the Order Form. In the event that this is not provided, boost.ai shall invoice for Conversations monthly in arrears.

For invoicing purposes, a Conversation ends when an activity in the form of a click and/or message from the End User or virtual agent (hereinafter referred to as "Activity") is longer than fifteen (15) minutes.

This shall not be applicable when the End User is in a queue to be connected to a Human Chat and/or the Conversation is connected to a Human Chat. Provided however, the Conversation shall be considered ended if it lasts more than six (6) hours in instance a) or b) where; (a) the End-User is in a queue to be connected (b) the End-User is connected to Human Chat and regardless of activity or lack of activity thereof.

When the virtual agent does not recognize any of the intents from the End User inquiry, which means that the prediction will be unknown, the Chat Log shall not be considered a Conversation. For the avoidance of doubt, when a Chat Log is empty, which means that no Conversation has been initiated by the End User, the Chat Log will not be considered a Conversation.

5.4. Consultancy Hours

Consultancy Hours will be invoiced as expressly provided under the applicable Order Form(s), provided, however, that if the Parties have not signed a separate Order Form, boost.ai reserves the right to invoice work conducted for and on behalf of the Customer at Customer's request, in accordance with boost.ai's then-current standard consultancy prices monthly in arrears.

5.5. Implementation Fee

Implementation Fee will be invoiced in accordance with a separate Order Form including a detailed Scope of Work. Unless otherwise explicitly regulated by the Order Form, the Implementation Fee is based on the estimated hours for the work described in the Scope of Work. Boost.ai reserves the right to invoice Customer for any excess accrued hours separately in accordance with boost.ai's then-current standard consultancy prices monthly in arrears.

5.6. Travel and meetings

All business travel related to the Agreement shall be approved by the Customer prior to taking place. For the sake of clarity, if the Customer requires a boost.ai employee to travel in order to attend a meeting or perform any work related to the Agreement, this will be considered as approval of the travel by the Customer. Boost.ai will invoice the Customer for business travel and expenses as part of performing the work. The Customer will be invoiced for the total travel costs (including, but not limited to, airline tickets, hotel accommodation, transport, and other reasonable travel costs) in addition to the Consultancy Hours used for travel and meetings.

5.7. Terms of payment and correct invoice

Unless otherwise explicitly provided under an Order Form, payment shall be made by the Customer within thirty (30) calendar days after a correct invoice has been issued. An invoice shall be considered as issued when the invoice has been sent pursuant to the details provided under an Order Form.

An invoice shall be considered 'correct' when it includes the following information:

- Customer name
- supplier name
- payment terms
- currency

- line items value

No other requirements shall be tolerated to delay payments. If any part of an invoice is disputed, boost.ai shall be notified about the reasons for the dispute within 5 business days of receipt of the correct invoice, and the undisputed portion of the invoice shall be paid in its entirety upon the original due date.

The Customer is responsible for providing invoice details to boost.ai within undue delay following Solution Access Time.

In case of any delay in payments, or if Customer does not provide sufficient invoice details preventing boost.ai from issuing an invoice, an interest fee equal to 12% of the overdue amount shall apply from the due date until payment is made.

5.8. Price adjustment

Boost.ai reserves the right to increase all prices on the Deliverables, Conversation(s) and services annually, equal to an increase of up to 7% on the existing prices.

Notification of price adjustment shall be issued to the Customer no later than thirty (30) calendar days prior to the date the adjusted prices will become effective.

The price adjustment will not affect invoices already issued in accordance with this clause 5, but will be reflected on any subsequent invoices following the price adjustment.

6. Restrictions of use

The Customer shall not allow users of the Admin Panel to share user access.

The Customer is not entitled to outsource the operation of the Deliverables to anyone other than boost.ai or a third party approved in written by boost.ai.

The Customer is solely responsible for collecting, inputting and updating all Customer content and for ensuring that any content uploaded by the Customer to the Deliverables does not:

- include anything that actually or potentially infringes or misappropriates the Intellectual Property Right of any third party; or
- contain anything that is obscene, defamatory, harassing, offensive or malicious.

If Customer becomes aware of any unauthorized use of any password or user id to access the Deliverables or any other known or suspected breach of security within the Deliverables, the Customer shall immediately notify boost.ai in writing.

The Customer shall comply with all applicable local, state, national and relevant foreign laws in connection with its use of the Deliverables, including those laws related to data privacy, international communications, and the transmission of technical or personal data. The Customer acknowledges that boost.ai exercises no control over the content of the information transmitted by the Customer or the End Users through the Deliverables. The Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other Intellectual Property Right without first obtaining the permission of the owner of such rights.

Without prejudice to the other provisions herein, the Customer shall ensure that all employees, contractors and other third parties that are rightfully given access to the Admin Panel have undergone boost.ai's certification prior to accessing the Admin Panel.

7. Intellectual Property Rights

The Customer is given a limited and non-exclusive, revocable, non-transferable and

time-limited subscription to the Deliverables as specified in one or several Order Form(s) for the duration of the Agreement.

Boost.ai own all rights, title and interest to the Deliverables and any Intellectual Property Rights therein or relating to the Deliverables and any further developments thereof. All intelligence and intents that are pre-built in the standard module of the Conversational AI Solution are owned by boost.ai, as well as any intelligence that is, or later becomes, generated in the standard module. All such Intellectual Property Rights shall remain the sole property of boost.ai.

Boost.ai grants the Customer the right to use the Deliverables and the Intellectual Property Rights to the Deliverables solely for fulfilling the purpose of the Agreement.

Boost.ai grants the Customer the right to build content and to use the APIs in the Deliverables as necessary to fulfill the purpose of the Agreement during the term of the Agreement. The Customer is granted full ownership rights to Customer Data, unless otherwise agreed between the Parties in writing.

Chat Logs are fully owned by Customer, provided, however, that boost.ai will hold Intellectual Property Rights to actions included in the standard module. Boost.ai is obligated to deliver the Chat Logs to the Customer in a standard readable format upon Customer's request.

Intellectual Property Rights created by the Customer or on behalf of the Customer for Customer-specific intentions to be used inside the Deliverables for Customer only, are owned by the Customer.

Customer agrees to not use Customer Data generated through or by use of the Deliverables to develop software or technology that would directly or indirectly compete with boost.ai's Conversational AI Solution and/or Deliverables,

or to grant ownership rights to such Customer Data to Competitors.

Boost.ai reserves the right to use Usage Data for analyzing purposes to improve the Deliverables.

Notwithstanding anything to the contrary in this clause, boost.ai shall have the right to acquire, license, develop for itself or have others develop for it, intellectual property and technology performing the same or similar functions as any Customer Data, provided that this is done independently without any use of the Customer Data.

The Customer is not entitled to circumvent the technical limitations of the Deliverables, reverse engineer, decompile or disassemble the Deliverables, publish the Deliverables so that others may copy, distribute, rent, lease or lend the Deliverables or use commercial hosting software. The Customer shall not merge any or all part of the Deliverables with any other product, software or source code, unless otherwise expressly agreed between the Parties in writing.

The Customer shall not allow Competitors or their affiliates to access the Admin Panel.

All rights not expressly assigned are reserved to boost.ai.

8. Use of APIs and integrations

Through the Admin Panel, boost.ai has made available certain APIs and integrations that allow the Customer to integrate the Deliverables with third party software solutions. These Terms & Conditions will apply to such APIs and integrations unless an API or integration is specifically supplemented by Supplemental Terms, in such case, the Supplemental Terms shall prevail.

If the Customer requires customized integrations and/or access to integrations that require

additional work from boost.ai, the Parties shall regulate this in a Scope of Work.

Customer is solely responsible for its own use of APIs and integrations, including for compliance with any relevant third party terms and conditions, compliance with applicable laws and regulations and shall defend and hold harmless boost.ai from any and all claims, damages and liabilities arising from a third party claim due to Customer's use of the API and/or integration, provided that boost.ai is not directly responsible for the breach.

All APIs and integrations are delivered "as is" and boost.ai disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and boost.ai reserves the right to change, discontinue and/or remove any API or integration from the Admin Panel at any time at its sole discretion.

The Customer accepts and acknowledges that by adding or enabling APIs and/or integrations third party suppliers might gain access to Customer Data and Customer hereby authorizes boost.ai to transfer such Customer Data to applicable third parties.

For the purpose of clarity, LLM services can be accessed either through boost.ai's account or the customer's own account using an API key linked to the Admin Panel. If the customer opts to utilize their own key, they do so at their own risk and are responsible for obtaining the necessary permissions and agreements from the third-party provider. Should the customer prefer to utilize boost.ai's account, they must notify boost.ai beforehand to formalize the requisite agreements. Boost.ai will not be held liable for any account switches made by the customer without prior written approval by boost.ai. Customer shall inform its representatives about the obligation under this paragraph.

9. Subcontracting

The Conversational AI Solution is developed and owned by boost.ai's Norwegian parent company, Boost AI AS. Boost.ai has a right to distribute the Deliverables to the Customer, and will toward the Customer be fully liable for Boost AI AS' compliance with the terms of this Agreement.

Hosting of the Conversational AI Solution is done by Amazon Web Services EMEA Sarl (AWS), unless another hosting supplier has been agreed between the Parties. The service terms for the services provided by AWS are found here; <https://aws.amazon.com/service-terms/>. The Customer acknowledges and agrees that the aforementioned service terms will govern AWS' services as part of the Deliverables.

To the extent that Customer subscribes to LLM Services, the Customer understands and acknowledges that the LLM Services is based on technology developed and delivered by the third party supplier, OpenAI, LLC ("OpenAI"). By accepting these LLM Terms and using the LLM Services, the Customer consents to the use of OpenAI as a subcontractor of boost.ai, and accepts OpenAI's service terms (<https://openai.com/policies>).

In the event that Customer requests the use of other parts of the Deliverables, including but not limited to, Voice, other subcontractors may be used and the Parties shall agree on this in a separate agreement.

Boost.ai may use other third party suppliers or services in connection with the Deliverables, but boost.ai will remain liable to Customer for any subcontracted obligations unless otherwise expressly agreed in writing.

10. Term and termination

The Agreement enters into force from the date it is signed by both Parties, however, these Terms & Conditions shall apply from the Solution

Access Time for the first Environment irrespective of whether an Agreement has been signed at the time.

Unless otherwise provided under an applicable Order Form, the Order Form shall be valid for a period of thirty six (36) months from the time the parties have entered into such Order Form. Provided however, the Agreement and these Terms and Conditions shall be valid for as long as the Customer has access to the Deliverables and/or there is an active Order Form.

Notwithstanding the above, in the event of a breach of this Agreement by either Party, the other Party shall have the right to terminate the Agreement, and effective for any and all Order Form(s) under the Agreement, upon thirty (30) calendar days prior written notice for a material breach, or with immediate effect upon a severe breach. A 'severe' breach shall include but not limited to, a breach of the confidentiality obligations in these Terms & Conditions and any misuse of the other Party's Intellectual Property Rights, provided, however, that such breach is not deemed insignificant.

Notwithstanding anything to the contrary, boost.ai reserves the right to change, update or discontinue the LLM Services at any time at its sole discretion.

11. Consequences of termination

Upon termination of the Agreement, the Customer shall immediately cease all use of the Deliverables and delete or return all material delivered or made available by boost.ai in connection with Customer's use of the Deliverables.

In the event that the Customer uses an On-prem Solution, the Customer shall return all copies of the On-prem Solution to boost.ai without undue delay. Boost.ai reserves the right to access Customer's premises to ensure that all copies of the On-prem Solution have been deleted or returned. For any further use of the On-prem

Solution in contradiction with these Terms & Conditions, boost.ai shall be entitled to claim reasonable fees based on boost.ai's standard On-prem Solution fees with an additional fee equal to the delay payment interest fee set out in clause 5.7, in addition to any damage suffered by boost.ai as a result of the breach.

Upon termination of the Agreement, boost.ai reserves the right to shut down the Environment, and consequently also delete all Customer Data in the Deliverables from the date the Agreement is terminated and/or expired. If Customer wants boost.ai to keep the Customer Data for a longer period, Customer must send a written request before the Agreement is terminated. For Customer Data that is kept by boost.ai after the termination date upon request from Customer, boost.ai will charge 50% of the Subscription Fee for the period the Customer Data is kept to cover its expenses connected to keeping the Customer's Environment active. If the Customer requires boost.ai's assistance with extracting Customer Data from the Deliverables after termination and/or expiry, boost.ai will invoice the Customer in accordance with the Consultancy Hours for such follow-up assistance.

For the avoidance of doubt, any fees for the LLM Services invoiced to the Customer pursuant to an Order Form will be adjusted correspondingly to the extent the LLM Services are terminated by boost.ai for reasons other than breach by Customer prior to the end of the term set out in such Order Form.

12. Multi-client Capable Solution

If the Customer wishes to use the Deliverables as a Multi-client Capable Solution, details on the number of entities on the Multi-client Capable Solution should be agreed between the Parties, and the Customer will be liable for any use of Group Companies of the Deliverables,

unless they have adhered to this Agreement in writing.

13. Intellectual Property Rights indemnity

If the Deliverables infringe third party rights, boost.ai shall ensure that necessary rights are maintained or procured, or shall undertake that similar functionality is procured without extra cost to the Customer to the extent boost.ai is responsible for such infringement.

A defect in title that in its nature is of material importance to the Customer, which is not cured within reasonable time, shall give the Customer the right to terminate the Agreement immediately for breach.

The Customer shall be indemnified from and against, any direct claim, proceeding, damage, loss, liability, cost and expense (including reasonable legal costs) suffered or incurred by Customer resulting from a defect in title to the extent boost.ai is responsible for such infringement. Notwithstanding the foregoing, the Customer shall make all reasonable efforts to limit any damages.

The above indemnifications in this clause 13 shall not apply to, and the Customer shall indemnify and hold harmless boost.ai from and against, any direct claim, proceeding, damage, loss, liability, cost and expense (including reasonable legal costs) suffered or incurred by boost.ai resulting from (i) infringements of third party rights by Customer Data or any other Intellectual Property Rights that Customer holds ownership rights to; (ii) breaches committed by the Customer, including, but not limited to, any misuse of boost.ai's Intellectual Property Rights or other proprietary rights; (iii) Customer's unauthorized modifications of the Deliverables; (iv) the Deliverables being used as specifically prohibited by boost.ai or in contravention of the Agreement or not used in its intended and usual manner; (v) a combination of the Deliverables and equipment and/or third party software

provided by the Customer or anyone acting on its behalf or in agreement with them, to the extent the infringement is due to such combinations; (vi) design or specifications provided by the Customer; or (vii) gross negligence or willful misconduct of the Customer or (Viii) LLM Services.

14. Disclaimer of warranties

Save as set out expressly by these Terms & Conditions and the Service Level Agreement, boost.ai does not warrant that the Deliverables will be uninterrupted or error free, nor does boost.ai make any warranties as to the results that may be achieved from use of the Deliverables. The Deliverables and implementation of the Deliverables are delivered "as is" and boost.ai disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Customer is responsible for making its own assessment of the use of the Deliverables.

Notwithstanding anything to the contrary in these Terms & Conditions, boost.ai shall not be responsible for Customer's use of parts of the Deliverables, specifically the chat panel, where the Customer;

- (a) puts code on top of boost.ai's chat panel widget to change its behavior, layout or styling; or
- (b) Use boost.ai's internal APIs to (a) manipulate data in the software, or (b) export data from the Deliverables.

15. Limitation of liability

Boost.ai's total liability for any breach of any Order Form(s), the Agreement and these Terms & Conditions shall not exceed 100% of the total annual Subscription Fee paid by the Customer for the Deliverables provided by boost.ai during the twelve (12) month period preceding the date of first accrual of liability.

The abovementioned limitation of liability shall not apply in case of proved gross negligence or willful misconduct from boost.ai.

Notwithstanding anything to the contrary in the Agreement or these Terms & Conditions, neither Party shall be liable for any damages of indirect or consequential nature including, but not limited to, loss of revenue or profits, contract, customers or businesses, incidental damages, anticipated savings or revenues suffered by the other Party.

16. Notification of breach

If one of the Parties becomes aware of a breach under the Agreement or these Terms & Conditions, that Party shall inform the other Party in writing, where writing shall include email, without unreasonable delay. Notifications of breach shall be sent to the contact person stated in the Agreement or to such other address or email updated by either Party by written notice.

17. Force majeure

Notwithstanding any other provision of these Terms & Conditions, if either Party is prevented from performing any of its obligations under the Agreement due to an act of god, fire, flood, explosion, war, pandemic, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers, any failure or unavailability of third party networks, telecommunications links, websites, software, hardware or other technology or any cause beyond the Party's reasonable control (a "force majeure event") the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence, provided, however, that the Customer shall not be excused from payment of any sums of money owed by the Customer to boost.ai, and provided further that if a Party suffering a force majeure event is unable to cure that event within sixty (60) calendar days, the

other Party shall have the right to terminate the Agreement.

18. Confidentiality

The Parties will ensure confidentiality and prevent access to any Confidential Information, through careful consideration of Confidential Information requirements and in adherence to non-disclosure agreements. Confidential Information shall not be used for any other purpose other than for the fulfillment of any purposes of the Agreement, or those required by law.

The Parties each shall not disclose any Confidential Information of the other Party to any third party unless (a) that Party has obtained written permission from the other Party, and (b) the third party has signed a non-disclosure agreement containing terms that are no less protective of the Confidential Information as the terms set forth in these Terms & Conditions. The Parties shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature, in no event less than reasonable care.

Each Party may disclose the Confidential Information to its employees, agents or consultants on a need-to-know basis only. The receiving Party shall cause its employees, agents and consultants to execute appropriate written agreements sufficient to enable it and such employees, agents and consultants to comply with the terms of these Terms & Conditions with regard to confidentiality, and shall provide copies of such agreements to the disclosing Party upon request.

For the avoidance of doubt, the Customer is under no circumstances allowed to share Confidential Information about boost.ai with any Competitor.

The confidentiality obligations set out in this clause shall not include information that (i) is known by the receiving Party free of any obligation to keep it confidential; (ii) is at the time of the disclosure, or thereafter becomes, publicly available through no wrongful act of the receiving Party; (iii) is independently developed by the receiving Party without any reference to any Confidential Information provided by the disclosure, or (iv) is approved for release by prior written authorization of the disclosing Party.

The confidentiality obligation under this section applies without limitation, even after the termination of the Agreement.

19. Section Headings

The section headings contained in these Terms and Conditions are for convenience only and are not intended to limit or define the scope or effect of any provisions hereof.

20. Transfer or rights and obligations

Neither Party may assign the Agreement or any of their rights or obligations under the Agreement without the other Party's prior written consent

21. Use of name and logo

Boost.ai shall be entitled to use the Customer's name and logo to identify Customer as a customer of boost.ai, including, without limitation, on its website and in presentations. For the avoidance of doubt, boost.ai's use of Customer's name and logo will not create any Intellectual Property Rights therein.

22. Amendments/Modifications

Changes or amendments to these Terms & Conditions, Agreement and/or Order Form must be made in writing, in English and must be

signed by an authorized representative of each Party.

23. Severability

If any term or terms of the Agreement or these Terms & Conditions are held invalid or unenforceable for any reason, this shall have no bearing on the remaining terms, clauses and contents of the Agreement, any Order Form(s) and these Terms & Conditions which will continue in full force and effect.

24. Applicable law and dispute resolution

All Order Form(s), Agreement, these Terms & Conditions and Supplemental Terms shall be governed by, construed and enforced in accordance with California law, without regard to its conflict of law rules.

Any dispute, controversy or claim arising out of or in connection with the Agreement or these Terms & Conditions or the breach, termination or invalidity thereof, shall be finally settled by arbitration in Los Angeles, California in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in force at any time. The proceedings and the award shall be subject to the confidentiality provisions set out in these Terms & Conditions.