

Service Agreement

Important notice

This FAQ is provided for convenience and general information only. It is non-binding, does not form part of, and shall not be regarded as part of, the Agreement. This FAQ does not create, waive, or modify any right or obligation of either party.

1. Can we negotiate the terms of the Agreement?

Boost.ai works to streamline its contractual obligations across its customer base, so we are generally not able to negotiate the substance of the Agreement. That said, we are open to discussing and clarifying any provision together, and to working with you on genuine concerns. Three documents in particular are not negotiable : the Service Level Agreement, because our operations and support commitments are the same for all customers; the Acceptable Use Policy, because we need to ensure our product is used responsibly across our customer base and in line with obligations to any third party licensors; and the Description of Service, because it is a description of how our Services work and function, and the functionality is standard across our customer base. If you have concerns about any of these documents, please raise them and we will do our best to explain the rationale.

2. Why does boost.ai use Derivative Data and Feedback?

As a SaaS company, boost.ai relies on non-personal Derivative Data and feedback to improve, train, and maintain the Services for all customers, including you. In particular, we use this data to assess which features to prioritize for development, to check that features such as guardrails are working correctly, and to improve the accuracy of the Services. For more detail, see our Customer Data Usage Policy, published at the boost.ai Trust Center.

3. Does boost.ai use the content of our conversations to train its models?

No. boost.ai does not use the content of your conversations to train or fine-tune its models, unless you have expressly agreed to this. For more detail, see our Customer Data Usage Policy, published at the boost.ai Trust Center.

4. Can we get a longer notification period for updates to the Services?

No, we are not able to offer a longer notification period, because our update notifications are generated through an automated process aligned with our release schedule and are not customer specific. That said, rest assured that our updates are not pushed onto you: you decide, via the Admin Panel, when you want to apply an update to your instance of the Services. Our notification will only inform you that there is an update available for you to make, and if there is a deadline by which the update must be made, the notification will also provide that information.

5. We want to change the pricing and payment terms in the Agreement itself, is that possible?

That should not be necessary. Pricing and payment terms are agreed in the Order Form, not in this Agreement. Under the order of precedence, the Order Form takes precedence over this Agreement, so any pricing or payment terms you agree in the Order Form will govern even if this Agreement contains different or more general wording.

6. Who owns the data and content in our instance of the Services?

Ownership follows what was added and by whom. You own everything you build or add to the Services, such as your agents, intents, knowledge content, and other Customer Data. For example, if you create a custom agent, write your own intents (such as "track my order" or "reset my password"), or upload your own FAQs and knowledge articles, that content is yours. Boost.ai owns the Services themselves, including the underlying software and technology, and retains ownership of the pre-built intelligence and intents that come standard in the Admin Panel, such as common conversational intents like "hi" or "hello", as well as any further intelligence and intents generated in that standard module over time. boost.ai does not acquire any ownership of your Customer Data: we only have the licence you grant us to use it to provide, maintain, and improve the Services, as described in the Agreement.

7. Why doesn't boost.ai take responsibility for APIs and integrations with our other systems?

These APIs and integrations are made available to you through the Admin Panel so that you can connect the Services to your own third party systems, for example your CRM. Those third party systems are not under boost.ai's control or ownership: we simply offer you the possibility of

connecting our platform to third party ones. Because we do not operate, control, or own the third party system itself, we cannot take responsibility for it, including for your compliance with that third party's own terms. You remain responsible for entering into the necessary agreements with the third party provider and for complying with those agreements.

8. Why can't we use boost.ai's internal APIs?

Internal APIs are not intended for customer use. They are designed to allow boost.ai's own technical teams and systems to communicate with each other internally, not for integration with your systems. These internal APIs are generally hidden from customer access, although we recognize that it may be technically possible to access them through reverse engineering. Using them in that way falls outside the scope of the Services made available to you and is not something we can support or take responsibility for. If you need to integrate with the Services, please use the APIs and integrations made available to you through the Admin Panel, as described above.

9. Can we agree to a shorter contract duration than the standard term?

That is also something to agree in the Order Form, not in this Agreement. The Agreement sets out a standard term, but the specific duration applicable to you is set out in the Order Form. Under the order of precedence, the Order Form takes precedence over this Agreement, so the term you agree in the Order Form will govern even if this Agreement contains a different standard term. If you would like a shorter duration, please raise this so it can be reflected in the Order Form directly.

10. Do you offer any industry specific addendums?

Yes. We have a DORA addendum available for customers in scope of the EU Digital Operational Resilience Act, and a Business Associate Agreement (BAA) available for customers subject to HIPAA. If either of these applies to you, please request it via your contact person at boost.ai.

11. Will you notify us if you make changes to the Agreement?

Yes, as long as you keep an up to date contact person and email address in the Admin Panel, as described elsewhere in this FAQ and the Agreement. Notices, including notices of any changes, are sent to the contact and email address you maintain there, so it is your responsibility to keep this information complete, accurate and up to date.

12. Can the contact we provide for receipt of notifications be a generic email address or must it be linked to a specific contact person with access to the Admin Panel?

Yes, the notifications will reach you as an email, without the need for a specific person to be linked to that email address.

13. Does boost.ai guarantee the accuracy of AI-generated outputs?

No. The Services are provided "as is," and boost.ai does not warrant that outputs will be accurate, this reflects the inherent nature of AI and Generative AI, since outputs may be inaccurate. That said, the Admin Panel gives you guardrails and other configurable safety and accuracy features, which are the key way to mitigate the risk of inaccurate or undesired outputs, and it is your responsibility to configure them appropriately for your use case.

This Agreement was last updated on 23rd September 2026.

Service Agreement

THIS SERVICE AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF BOOST.AI SERVICES. SERVICES ARE ACQUIRED ON ENTRY INTO AN ORDER FORM SIGNED BETWEEN CUSTOMER AND BOOST.AI, AND REFERENCING THIS SERVICE AGREEMENT.

Please read this service agreement fully and carefully before entering into an Order Form (as defined in Section 1 below). This service agreement, including the other documents incorporated by reference herein is referred to together as the **Agreement**.

BY SIGNING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES THAT IT HAS READ, UNDERSTOOD AND ACCEPTS THIS AGREEMENT WHICH MAY BE UPDATED FROM TIME TO TIME. BOOST.AI WILL NOTIFY CUSTOMER OF ANY MATERIAL UPDATES TO THIS AGREEMENT IN ACCORDANCE WITH SECTION 15 (NOTICES). CUSTOMER MUST NOT USE THE SERVICES IF IT DOES NOT UNCONDITIONALLY ACCEPT THIS AGREEMENT.

THE SERVICES ARE INTENDED SOLELY FOR USE BY ORGANISATIONS AND BY INDIVIDUALS ACTING WHOLLY OR MAINLY FOR THE PURPOSES OF A BUSINESS.

Contracting Entity

The boost.ai entity you are contracting with under this Agreement (referred to as "boost.ai" throughout) depends on where your organisation is located. See Section 27 for the governing law and dispute resolution mechanism that applies depending on which boost.ai entity you are contracting with.

If you are uncertain which entity applies to you, please contact us at contracts@boost.ai.

The individual signing an Order Form represents and warrants that it has the authority to bind that organisation to this Agreement.

Where Customer has entered into a separate written agreement with boost.ai covering its use of the Services, that agreement will govern the Services acquired under that agreement solely to the extent of any conflict with this Agreement.

1. Definitions

“Activity” shall have the meaning ascribed to in Section 5.1.2.

“Add ons” shall mean additional functionality or services other than the core products offered by boost.ai

“Admin Panel” shall mean the interface used to access the conversational AI solution in order to customize, build, develop, maintain and train the AI agent. Through the Admin Panel, Customer can enable and configure functionalities and/or features made available by boost.ai including enabling API/integrations.

“Affiliates” shall mean any legal entity directly or indirectly controlling, controlled by or under the direct or indirect common control with either of the Parties (whereby “control” means the possession, directly or indirectly, of the power to direct or influence the direction of the management or policies of a legal entity, either through ownership, by contract or otherwise).

“Appendices” shall mean the appendices and its exhibits or annexes attached to this Agreement either directly or by reference.

"Acceptable Use Policy or AUP" shall mean certain terms relating to the use of the Services, as set forth therein, the current version of which is available at the Trust Center.

“Beta Offerings” shall mean parts of or the Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar type that may be offered by boost.ai.

“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 an interaction session whether via text (chat) in which the AI agent responds to one or more inquiries from an end user. This includes chat logs, or any other recorded medium capturing the exchange between the end user and the AI agent.

“Customer” means the legal entity identified as the customer in an applicable Order Form

“Customer Data” means any content, data, or Intellectual Property Rights that Customer or its end users input, upload, or otherwise provide to, or generate through use of, the Services, including Conversations, but excluding Derivative Data and any aggregated or de-identified data derived therefrom.

“Data Processing Agreement” means the personal data processing-related terms for the Services, the current version of which is available at

https://boost.ai/site/assets/files/3638/data_processing_agreement.pdf.

"Derivative Data" means data derived from the use of the Services that, does not identify Customer, end users, or any natural person, whether inherently (such as volumes, frequencies, performance and diagnostic data, and configuration data) or because it has been anonymised, de-identified, and/or aggregated Customer, end users, or any natural person can no longer be identified. Derivative Data does not include (the content of Conversations or voice logs, or any Intellectual Property Rights of Customer, in each case except to the extent Customer has separately consented to boost.ai using such data for these purposes.

“Description of Service” shall mean the document describing the general Services offered by boost.ai, the current version of which is available at the Trust Center.

“Effective Date” shall mean the date on which this Agreement becomes effective between Customer and boost.ai, as specified in the Order Form entered into when you first purchase Services from boost.ai.

“Feedback” shall have the meaning ascribed to such term under Section 7.

“Force Majeure Event” shall mean an event outside of either Party's control, including an act of god, fire, flood, explosion, war, pandemic, epidemic, act of terrorism, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, or 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, provided

that a Party's own financial condition or inability to make payments shall not constitute a Force Majeure Event.

“Human Chat” shall mean boost.ai’s and/or third party AI-powered human chat that allows Customer’s employees to take over Conversations with end users from the AI agent. For the avoidance of doubt, a reference to Human Chat under the SLA shall mean boost.ai’s Human Chat.

“Implementation Fee” shall mean a one-time start up cost payable by Customer for the initial set-up and deployment of the Services.

“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.

“Generative AI” shall mean artificial intelligence technology, including large language models (LLMs) and related machine learning models, whether provided by boost.ai or a third-party provider, that is used to generate or produce content or outputs as part of the Services, including for content suggestions, training data generation, action re-write, intent predictions, agent handover summaries, agent answer re-write, and/or pre-written responses

“Order Form” means the executed order document between Customer and boost.ai that references this Agreement and specifies the Services purchased by the Customer and the agreed payment terms thereof.

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

“Scope of Work” shall mean a document entered into between the Parties containing a description of the work and activities to be performed by the Parties in relation to the project implementation.

“Services” shall mean products, Add Ons, or services provided by boost.ai and subscribed to or purchased by the Customer as specified in the applicable Order Form or Scope of Work, regardless of whether a fee is charged for such products, Add Ons, or services.

“Service Level Agreement” shall mean the agreement between the Parties regulating boost.ai’s commitments for maintenance and support for the Services, the current version of which is available at the Trust Center.

“Subscription Fee” shall mean the recurring fee(s) to be paid by the Customer for the access and use of Services, including any additional fees for Add Ons, all as specified in the applicable Order Form. Subscription Fees are exclusive of any additional fees for professional services, implementation, usage based fees, or third-party costs unless otherwise explicitly agreed upon by the Parties in the applicable Order Form.

“Supplemental Terms” shall mean additional terms and conditions applicable for certain features and functionalities.

"Trust Center" means boost.ai's online portal for trust, security, and compliance information, currently located at <https://trustcenter.boost.ai/> (including its sub-pages), through which boost.ai publishes and updates documents including the Acceptable Use Policy, Description of Service, Service Level Agreement, sub-processor list, and technical and organizational security measures, and through which Customer may subscribe to receive notifications of updates.

“Voice” shall mean conversational IVR.

2. Hierarchy

In the event of any conflict or inconsistency between the documents comprising or referencing this Agreement, the following order of precedence shall apply (with each listed document prevailing over any document listed below it, to the extent of the conflict):

1. The Data Processing Agreement, with respect to the processing of Personal Data only, provided that any Supplemental Terms or amendments agreed after the date of the Data Processing Agreement that expressly address the processing of Personal Data shall prevail over the Data Processing Agreement to that extent;
2. The Order Form;
3. Supplemental Terms or amendments agreed by the Parties, with respect to the applicable parts of the Services covered by those Supplemental Terms or amendments;
4. The Service Level Agreement, with respect to matters specifically related to service levels;
5. This Agreement;
6. All other Appendices and documents incorporated by reference, which shall rank equally with each other.

3. The Services

The details and specifications of the Services provided under this Agreement are set forth in the Description of Service which may be updated from time to time by boost.ai. Notification of material updates to the Description of Services shall be made in accordance with Section 15 (Notices).

Specific parts of Service may be subject to Supplemental Terms. Supplemental Terms may be included as reference or an attachment to the applicable Order Form and/or this Agreement. Supplemental Terms are in addition to, and shall be deemed to be a part of this Agreement.

Boost.ai reserves the right to make reasonable updates and changes to Services from time to time, including, but not limited to, changing, adding, modifying, discontinuing or removing features or functionalities from the Services as part of ordinary upgrade and maintenance of the Services. Such updates will primarily be implemented in newer versions of the Services. If such change may have a material impact on the Customer's regular use of the Services, 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 Services with immediate effect if required in order to comply with any law or, to rectify a third party infringement.

Boost.ai does not guarantee maintenance and support for versions of the Services that are older than one year provided that newer versions have been launched and are available as an update to the Customer.

Boost.ai may designate a product or service as End of Life ("EOL") upon at least 6 months' prior written notice. After the EOL date, boost.ai will have no obligation to provide updates, support, or maintenance, except as separately agreed in writing. The Customer may terminate the affected portion of the Agreement without penalty by giving written notice within 30 days of receiving the EOL notice.

Boost.ai's support and maintenance commitments, including response times, uptime commitments (if any), and support channels, are set out in the Service Level Agreement, available at the Trust Center, as updated from time to time in accordance with Section 15 (Notices)

4. Prices and payment terms

4.1. Prices

Fees for the Services, including Subscription Fees, shall be as set out in the applicable Order Form. Where pricing for any part of the Services is not stated in an Order Form, the Parties must agree on it in writing before use of that part of the Service commences.

Any change or extension to the agreed scope of the Service, including the addition of Affiliates, must be documented in a new or amended Order Form, boost.ai may charge separate fees for the extended use of the Services not agreed under the Order Form(s) applicable from the date the Customer first extended such use.

4.1.1. Subscription Fee

Subscription Fee will be invoiced by boost.ai as agreed between the Parties under the relevant Order Form(s). If this hasn't been provided under the Order Form(s), boost.ai will invoice the Subscription Fee in advance for a twelve (12) month period starting from the date set forth in the applicable Order Form.

Unless otherwise explicitly stated in this 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.

4.1.2. Conversation

Conversations shall be invoiced as expressly provided under the Order Form. If not provided, boost.ai will 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 AI 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.

When the AI agent does not recognize the intents from the end user inquiry, which means that the prediction will be unknown, the chat log will 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.

4.1.3. Voice usage charges

In the event the Customer uses Voice services, the Customer shall be charged on a per-minute basis, with each commenced minute being billable.

4.1.4. Professional services

Unless otherwise agreed under an Order Form, the Customer may purchase professional service hours from boost.ai at the rates specified in the applicable Order Form. All purchased hours will be tracked and accumulated, with invoices issued monthly in arrears.

4.1.5. Implementation Fee

All implementation services provided under this Agreement shall be performed on a Time and Material (T&M) basis. The Customer will be invoiced based on the actual time spent by boost.ai's personnel, at the rates agreed upon in the applicable Order Form, and for any reasonable materials or expenses incurred during the implementation. Any estimated costs provided are for planning purposes only and are not binding. The Scope of Work, timelines, and Services will be agreed upon in writing prior to the commencement of services, and any changes require mutual agreement between the Parties.

Implementation Fee will be invoiced in accordance with the applicable Order Form referencing a Scope of Work.

4.1.6. Travel costs

All business travel related to this Agreement must be approved by the Customer prior to taking place. For the sake of clarity, a request from the Customer to travel to perform any work related to this Agreement, will be considered as approval of the travel by the Customer. The Customer will be invoiced for the total pre-approved travel costs (including, but not limited to, airline tickets, hotel accommodation, transport, and other reasonable travel costs) in addition to the hours used for travel, meetings and work. Receipts or other documentation evidencing actual costs and expenses to be reimbursed will be provided on request.

4.1.7. Price adjustment

Unless otherwise agreed differently in an Order Form, boost.ai reserves the right to increase all prices on the Services, 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 Section, but will be reflected on any subsequent invoices following the price adjustment.

4.2. Payment terms

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 is considered as issued when the invoice has been sent pursuant to the details provided by the Customer under an Order Form.

An invoice shall be considered 'correct' when it includes the following information: (i) Customer name, (ii) boost.ai's name, (iii) payment term, (iv) currency, and (v) line item values.

If any part of an invoice is disputed, Customer shall notify boost.ai about the reasons for the dispute within 30 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.

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 one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is higher, shall apply on the overdue amount from the due date until payment is made.

5. Restrictions of use

The Customer shall not allow users of the Services to share user access. The Customer shall operate and implement the Services using only its own employees, and shall not engage, outsource to, or otherwise permit any third party (including contractors, consultants, or agents) to operate or implement the Services on its behalf, other than boost.ai or a third party that boost.ai has approved in writing in advance.

If Customer becomes aware of any unauthorized use of any password or user id to access the Services or any other known or suspected breach of security within the Services, the Customer shall without undue delay notify boost.ai in writing.

The Services may not be used for unlawful, fraudulent, offensive or obscene activity, as further described and set out in the AUP. The Customer shall comply with the AUP, all terms and conditions of this Agreement, all applicable laws, rules, and regulations. Updates to the AUP shall be made in accordance with Section 15 (Notices).

The Customer shall not use the Services for any purposes beyond the scope of the access granted. The Customer shall not at any time, directly or indirectly, and shall not permit any users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, or duplicate the Services, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and parameters, or other underlying Generative AI model or component of the Services, in whole or in part; (iv) access or use the Services or Customer Data generated through or by use of the Services to develop software or technology that would directly or indirectly compete with the Services, or to share or grant any ownership rights to such Customer Data to boost.ai's competitors; (v) use web scraping, web harvesting, web data extraction or any other method to extract data from the Services; (vi) remove any proprietary notices from the Services; or (vii) use the Services to create or generate output, or use output in a manner, that Customer knows or should know infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law, regulation, or rule. For the avoidance of doubt, nothing in this Section 5 will prohibit Customer from permitting Customer's Affiliates that are approved subject to Section 6 of this Agreement to access the Services.

6. Intellectual Property Rights

Subject to the terms of this Agreement and all applicable Order Forms, the Customer is given a non-exclusive, non-transferable, limited-term license to use the Services as further specified in one or more Order Form(s) for the duration of this Agreement or Order Form, whichever ends earlier, for the purpose of fulfilling this Agreement including the use of the available APIs in the Admin Panel.

Customer acknowledges that, as between Customer and boost.ai, boost.ai owns all rights, title and interest to the Services and any Intellectual Property Rights therein or relating to the Services and any further developments thereof, including all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of the Services. All intelligence (i.e. the capability

of the Services to learn and adapt) and intents (i.e. purposes, topics and goals of the Services) that are pre-built in the standard module of the Services are owned by boost.ai, as well as any intelligence and intents 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 acknowledges that, as between boost.ai and Customer, and unless otherwise agreed between the Parties in writing, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, subject to the license granted herein. Customer hereby grants to boost.ai a non-exclusive, royalty-free, worldwide license to (i) reproduce, distribute, process, and otherwise use and display the Customer Data to provide the Services to the Customer; and (ii) use, modify, and adapt Derivative Data beyond the term of the Agreement, to train, develop, adapt, modify, enhance, or improve the Services

Notwithstanding anything to the contrary in this Section, 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.

If Customer or any end user shares ideas, suggestions, or other feedback about the Services ("Feedback"), it will be treated as non-confidential. All rights to the Feedback are assigned to boost.ai, and boost.ai may use it freely for any purpose, without obligation, attribution, or compensation.

Boost.ai reserves all rights not expressly granted to the Customer in this Agreement.

7. 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 Services with third party software solutions. The Customer is responsible for its own use of APIs/Integration including for entering into the necessary agreements with the third party providers and complying with the agreements thereof. For the avoidance of doubt, the warranties, indemnification obligations, and any other protections or remedies provided under this Agreement shall not extend to, and boost.ai shall have no liability in connection with, any API, integration, or third-party software solution, including their availability, performance, security, or compliance with applicable law, except to the extent such API or integration is provided directly by boost.ai as part of the Services.

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 where Customer has added or enabled APIs and/or Integrations, Customer hereby authorizes boost.ai to transfer such Customer Data to the applicable third parties.

8. Subcontracting

Affiliates of boost.ai may provide services under this Agreement, including but not limited to operational, technical, and support services. All such services shall be deemed provided by boost.ai, and boost.ai shall remain responsible for the performance of its Affiliates hereunder.

Hosting of the Conversational AI Solution is done by Amazon Web Services (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 Services.

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

For the purpose of clarity, API/integrations that are made available in the Admins Panel are not considered as boost.ai's subcontractors, unless otherwise agreed between the Parties.

9. Term and termination

This Agreement is accepted by Customer upon signature of an Order Form referencing this Agreement, and becomes effective between Customer and boost.ai as of the Effective Date.

Unless otherwise provided under an applicable Order Form, the Order Form shall be valid for a period of thirty six (36) months from the start date in the applicable Order Form. Provided however, this Agreement shall be valid for as long as the Customer has access to the Services and/or there is an active Order Form. In the event that the Parties agree on auto-renewal in an Order Form, either Party may terminate this Agreement and Order Form upon a three (3) months written notice to the other Party prior to the renewal date.

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 this

Agreement, upon thirty (30) calendar days prior written notice for a material breach, where breach is remediable and immediately if such breach is unremediable.

Notwithstanding anything to the contrary, for subcontracted services (including Generative AI functionality), shorter termination terms may apply if a third party ceases to make such services available to boost.ai. In such an event, boost.ai shall promptly notify the Customer and use commercially reasonable efforts to identify and provide an alternative provider for the Customer. If such an alternative is not found, Customer may terminate as its sole remedy, the affected parts of the Services.

10. Consequences of termination

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

Upon termination or expiration of this Agreement and/or Order Form, whichever is earlier, boost.ai will keep the Customer Data available for export for thirty (30) calendar days from the effective date of such termination or expiration (the "Export Period"). The Customer is solely responsible for exporting any Customer Data it wishes to retain before the end of the Export Period. Upon expiry of the Export Period, boost.ai reserves the right to shut down access to the Services and the Customer Data will no longer be available. If the Customer requires boost.ai's assistance with extracting Customer Data from the Services during the Export Period, boost.ai will invoice the Customer in accordance with the hourly rates for such follow-up assistance.

11. Limited Intellectual Property Rights indemnity

Subject to the exclusions in this Section 11 or elsewhere in the Agreement, if the Services 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.

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 defect.

The above indemnifications in this Section 11 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 (ii) any act or omission of the Customer, including breach of this Agreement, misuse of boost.ai's Intellectual Property Rights, unauthorised modification of the Services, use of the Services other than as intended, permitted, or in the manner specified by boost.ai, or combination of the Services with equipment, software, designs, or specifications provided by or on behalf of the Customer; (iii) Generative AI models, (iv) any breach by Customer of open source software terms (x) use of API's Integrations and compliance with third party terms thereof (xi) Services for which there is no charge or Beta Offerings.

As a condition to either Party's indemnification obligations: (a) the indemnifying Party must promptly notify the indemnified Party of any claim, and failure to provide such notice will not relieve the indemnifying Party of its obligations unless the notice was intentionally withheld or the indemnifying Party is materially prejudiced; (b) the indemnifying Party will control the defense of the claim but may not settle it in a manner that imposes liability or obligations on the indemnified Party without the indemnified Party's prior written consent, not to be unreasonably withheld; and (c) the indemnified Party will reasonably cooperate with the indemnifying Party at the indemnifying Party's expense. The indemnification obligations set forth herein constitute each Party's sole liability and the other Party's exclusive remedy with respect to third-party claims.

12. Boost.ai Warranty Disclaimer and Customer Warranty

12.1. Boost.ai Warranty Disclaimer

EXCEPT AS SET OUT EXPRESSLY BY THIS AGREEMENT AND THE SERVICE LEVEL AGREEMENT, BOOST.AI DOES NOT WARRANT THAT THE SERVICES 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 SERVICES INCLUDING ANY API'S/INTEGRATIONS. THE SERVICES AND IMPLEMENTATION OF THE SERVICES ARE DELIVERED "AS IS" AND BOOST.AI SPECIFICALLY

DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER IS RESPONSIBLE FOR MAKING ITS OWN ASSESSMENT OF THE USE OF THE SERVICES INCLUDING ANY API'S/INTEGRATIONS. CUSTOMER ACKNOWLEDGES THAT, GIVEN THE NATURE OF THE SERVICES AND GENERATIVE AI, OUTPUTS OR INPUTS (I) MAY BE INACCURATE, (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT OR INPUT THE SERVICES GENERATED FOR OTHER CUSTOMERS, AND (III) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION. CUSTOMER ACKNOWLEDGES THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT BOOST.AI WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK.

Notwithstanding anything to the contrary in this Agreement, boost.ai shall not be responsible for Customer's use of parts of the Services, 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 (i) manipulate data in the software, or (ii) export data from the Services.

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 Services.

12.2. Customer Warranty

Customer represents and warrants that it has provided, and will continue to provide, adequate notices, and that it has obtained, and will continue to obtain, the necessary permissions and consents required to enable boost.ai and its sub-processors to process all Customer Data to provide the Services or as permitted by this Agreement. Notwithstanding the foregoing, this representation is without prejudice to, and does not limit, any other warranty, representation, or compliance obligation of the Customer under this Agreement.

13. Beta Offerings

From time to time, boost.ai may make available Beta Offerings. The Customer may, in its sole discretion, choose to use a Beta Offering. Boost.ai may discontinue a Beta Offering at any time, in its sole discretion, or decide not to make a Beta Offering generally available. The Customer shall not use Beta Offerings to process personal data including but not limited to name, email, phone number, as further described in applicable data protection legislation or other sensitive or confidential information. Boost.ai shall not be liable for Customer's use of Beta Offerings.

14. Limitation of liability

Boost.ai's total aggregate liability arising out of or related to Order Form(s), the Agreement and/or Supplemental Terms, including breach of contract, tort (including negligence), strict liability, or otherwise, shall not exceed 100% of the total annual Subscription Fee(s) paid or payable by the Customer for the Services giving rise to the claim in the twelve (12) months immediately preceding the event giving rise to the claim. For the avoidance of doubt, boost.ai shall have no liability whatsoever arising out of or related to any Services, Add Ons or Beta Offerings provided to the Customer without charge

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 this Agreement, neither Party shall be liable for any damages of indirect or consequential nature, nor for loss of revenue or profits, contract, customers or businesses, incidental damages, anticipated savings or revenues suffered by the other Party or for damages of any other kind regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy fails of its essential purpose. The foregoing disclaimer nor any exclusions under this section will not apply to the extent prohibited by law. .

15. Notices

Unless otherwise expressly provided in this Agreement, any notice given by a Party under this Agreement, including notice of a breach, shall be in writing, where writing shall include email, and given without unreasonable delay. For any updates to documents hosted on the Trust Center, including

the Acceptable Use Policy, Description of Service, Service Level Agreement, sub-processor list, and technical and organizational security measures, notification shall be provided via the Trust Center, and Customer shall subscribe to notifications there for this purpose. For all other notices under this Agreement, Customer shall provide a contact person and email address in the Admin Panel for the purpose of receiving notices from boost.ai. Customer is solely responsible for providing and keeping this contact information complete, accurate and up to date, and boost.ai shall have no liability for Customer's failure to do so. Notices to Customer other than those relating to Trust Center-hosted documents shall be sent to the contact and email address provided by Customer in the Admin Panel and shall be deemed effective upon sending, whether or not Customer has provided or maintained such contact information. Notices to boost.ai shall be sent to contracts@boost.ai.

16. Force majeure

Notwithstanding any other provision of this Agreement, if either Party is prevented from performing any of its obligations under this Agreement due to 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, except for Customer's payment obligations, where applicable. 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.

17. Confidentiality

The Parties will ensure confidentiality and prevent access to any Confidential Information, through careful consideration of Confidential Information requirements. Confidential Information shall not be used for any other purpose other than for the fulfilment of this 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 this Agreement. For the avoidance of doubt, boost.ai may share Confidential Information, to the extent it is included in Customer Data, with third party suppliers and services in connection with providing the Services. 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 this Agreement with regard to confidentiality.

The confidentiality obligations set out in this Section 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 obligations under this section shall survive and continue for a period of three (3) years after the termination or expiration of this Agreement, except that, to the extent any Confidential Information qualifies as a trade secret under applicable law, the confidentiality obligations with respect to such trade secret shall continue for as long as the information remains a trade secret under applicable law. For the avoidance of doubt, the confidentiality obligations under this Agreement shall replace any confidentiality or non-disclosure agreements entered into between the Parties prior to entry into this Agreement.

18. Personal Data

The terms of the Data Processing Agreement ("DPA") are hereby incorporated by reference and form an integral part of this Agreement in respect of any and all processing of personal data in relation to the provision of Services to the Customer pursuant to this Agreement.

19. Insurance

Boost.ai shall maintain, at its own cost and expense, insurance policies with reputable insurers in amounts and types that are commercially reasonable and consistent with industry practice for a provider of services similar to the Services, sufficient to enable boost.ai to meet its obligations and potential liabilities under this Agreement. Upon Customer's written request, boost.ai shall provide a

certificate of insurance or other reasonable evidence confirming such coverage is in force. Boost.ai shall maintain such insurance for the duration of this Agreement.

20. Transfer or rights and obligations

Neither Party may assign this Agreement or any of their rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding anything to the contrary, either Party may assign this Agreement, in whole or in part, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, upon providing written notice to the other Party.

21. Use of name and logo

Boost.ai may 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. Export Regulation

The Services use software and technology that may be subject to US export control laws and those of other jurisdictions, including the US Export Administration Act and its associated regulations.

The Customer shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. The Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.

23. Anti-bribery and Corruption

Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction.

24. Affiliates and Third Party Beneficiaries

Customer Affiliates may, by mutual agreement between the Parties, become a party to this Agreement either by way of executing Order Form(s) that reference this Agreement or a separate agreement. For the purpose of clarity, this Agreement shall apply to such Customer Affiliates, unless otherwise agreed in writing. In such case a reference to "Customer" under this Agreement shall apply to the Customer Affiliates included.

Customer acknowledges and agrees that it shall be solely responsible for bringing any claims against boost.ai on behalf of its Affiliates, and no Customer Affiliate shall have the right to bring any such claim directly against boost.ai.

Notwithstanding the foregoing this there are no third party beneficiaries under this Agreement and this Agreement nor any Order Form is intended to give any rights to any party that has not signed this Agreement or entered into an Order Form referencing this Agreement. .

25. Entire Agreement and amendments

This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior negotiations and understandings between the Parties, whether oral or written, expressed or implied.

This Agreement is hosted online at boost.ai's website, and boost.ai may amend or update this Agreement from time to time by publishing the revised version online and updating the "last updated" date shown at the top of this Agreement. Notice of any such amendment or update shall be provided in accordance with Section 15 (Notices), and such amendment or update shall take effect on the and/or date specified as the last updated date, and the Customer's continued use of the Services after that date constitutes acceptance of the updated Agreement. Changes or amendments to an Order Form must be made in writing, in English , and must be signed by an authorized representative of each Party.

26. Severability

If any terms of this Agreement are held invalid or unenforceable for any reason by a competent authority, this shall have no bearing on the remaining terms, Sections and contents of this Agreement including any Order Form(s) will continue in full force and effect.

27. Applicable law and dispute resolution

The governing law and dispute resolution mechanism applicable to this Agreement, the Order Form(s), and any Supplemental Terms shall depend on the boost.ai contracting entity specified in the applicable Order Form, as follows:

Customer Location	Contracting Entity	Registered Office	Governing Law	Dispute Resolution
European Union, European Economic Area, or elsewhere outside of North America	Boost AI AS (a company incorporated in Norway)	Grenseveien 21, 4313 Sandnes, Norway	Norwegian law, without regard to its conflict of law rules.	Arbitration in Stavanger, Norway, in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at the time.
North America	Boost.ai, Inc. (a company incorporated in Delaware, United States)	50 Milk Street, Boston MA 02108	Massachusetts law, without regard to its conflict of law rules.	Arbitration conducted by JAMS in Boston, Massachusetts, in accordance with the JAMS Rules in force at the time