



SAAS SUPPLEMENTAL TERMS AND CONDITIONS

These supplemental terms and conditions ("**Supplement**") are part of an agreement for certain SINCH services ("**Agreement**") between SINCH and the Customer and apply solely to the SINCH services referencing this Supplement, including any SAAS services ("**Service**") and not any other SINCH product or service.

Capitalized terms are defined in the Glossary below. Capitalized terms not defined in this Supplement shall have the meanings ascribed to them in the GTC.

Legal Terms

1. License

1.1. In addition to Section 2.2 of the GTC, SINCH grants to Customer a personal, restricted, non-exclusive, non-transferrable and non-assignable license to use the Service through its Product Users in object code and to make the Product available to the End Users, both in accordance with this Agreement and the applicable Documentation for the Term of the Agreement.

1.2. With respect to Test Accounts and if applicable, the Customer is granted a limited, revocable, non-exclusive, non-transferable right to use the Service during a test term and subject to the Customer's continued compliance with this Agreement, it being understood that Customers are not charged any fees during the test term. The scope of the Customer's right to use the Service shall be determined by SINCH in its sole discretion and shall be limited to the Features and Functionalities made available by SINCH in the Test Account of the Product. SINCH shall at all times be entitled to change the scope of the Customer's rights.

2. Add Ons

2.1. Details regarding the Features and Functionalities of the Service is set out in the Order Form. If the Customer wishes to make use of additional and available Features and Functionalities other than as agreed between Customer and Sinch, Customer may at any time request the purchase of Add-Ons for which the Parties shall sign a new Order Form. Upon request, SINCH shall inform the Customer of which Add-Ons are available and the applicable costs.

2.2. SINCH at any time reserves the right to retroactively charge any amounts corresponding to the use of such additional Features and Functionalities in excess of the amounts or volume allowed under the relevant Order Form. In such event, SINCH shall send a correcting invoice, which shall be payable in accordance with the relevant provisions provided in the Agreement.

3. Activation and Professional Services

3.1. Unless Professional Services relating to the activation, installation or set-up of the Product are requested pursuant Section 3.2 below, the Customer shall be responsible for performing the necessary activation, installation, set-up or software development works to install a version of the Product and integrate such Product in the Customer's systems. For the avoidance of doubt, any such installation or integration shall be in accordance with the Documentation or any other written instructions provided by SINCH.

3.2. The Customer may request SINCH to perform certain Professional Services and SINCH may in its sole discretion agree to provide such Professional Services. In such case, the Parties shall enter into a Statement of Work detailing the scope of the Professional Services to be provided and the applicable fees which may be on a time and material basis or fixed price basis as determined by the Parties. Any such Professional Services shall be provided in accordance with this Agreement, expressly including the applicable Statement of Work.

3.3. The Professional Services shall be delivered "as is" and shall be deemed accepted by the Customer upon delivery thereof by SINCH.

4. Customer Data



4.1. The Customer acknowledges that the Product consists of certain algorithms and artificial intelligence and that for a proper and seamless functioning of the Product, the Customer is responsible to feed the Product with sufficient Customer Data. Except for Customer Data inputted by End Users, Customer Data may only be inputted by Product Users and in accordance with the guidelines provided in the Documentation.

4.2. The Customer shall solely be liable and responsible for the accuracy and correctness of Customer Data. SINCH shall not be liable for damages or liability resulting from incorrect Customer Data inputted in the Product.

4.3. All Customer Data shall remain property of the Customer. The Customer hereby grants SINCH the right to use such Customer Data (including any other content and information provided, transmitted or uploaded through the Service) for the performance of its obligations under this Agreement and to improve the functioning and provision of the Service. After termination or expiration of the Agreement, if applicable, SINCH may retain limited plain text snippets of the Client Data solely for technical reasons relating to the functioning of the Product. Such text snippets shall be held in strict confidence and shall not be made available to third Parties. If such text snippets contain Client Personal Data, SINCH shall anonymize or pseudonymize such text snippets to the fullest extent possible.

4.4. The Customer warrants to SINCH that the Customer Data shall not infringe the intellectual property rights or other legal rights of any third party, and shall not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

4.5. The Customer acknowledges and agrees that its shall solely be responsible for the Customer Data that is distributed or accessible through the Product. SINCH shall in no event be responsible or held liable for any such Customer Data. In particular, the Customer represents and warrants that no Customer Data is distributed through the Product that in any manner in SINCH's sole discretion: (i) violates any applicable, local, state, national, regional or international law, statute, ordinance or regulations; (ii) is illegal, criminal, deceptive, fraudulent or any other action that is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, invasive of others privacy, hateful racially, ethnically or otherwise objectionable; (iii) adversely or negatively affects or reflects SINCH's name, reputation or goodwill.

4.6. The Customer acknowledges and agrees that any violation by the Customer of the provision of this Section 4 shall entitle SINCH, at its sole option (i) to immediately terminate (or alternatively, at SINCH's option, refuse or suspend any access to and use of the Product) for material breach, without any formalities being required and without prejudice to any other rights or remedies available to SINCH pursuant to this Agreement or under applicable law; and/or (ii) immediately remove or block the concerning Customer Data.

5. Third Party Components and Hosting

5.1. The Customer acknowledges and agrees that in order to use the Service, it needs appropriate hardware, networks, operating systems, data transmittal lines with appropriate communication applications and environments.

5.2. The Customer acknowledges and agrees that in order to use the Service, it may need to obtain, at Customer's expense, the right to use any software owned by third parties by either (i) purchasing from SINCH the right to use such third party software, provided and to the extent SINCH has the right to license such third party software to Customer and offers such opportunity to Customer, or (ii) licensing or otherwise obtaining from the vendors of such third party software the right to use such third party software. If Customer elects to license such third party software from SINCH, such license shall be executed and attached to the Order Form. Any third party software licensed thereunder or otherwise included in the Service shall be exclusively governed by the terms of the applicable third party software, and (without limitation) any warranties, indemnification and maintenance and support provided hereunder by SINCH in respect of the Service shall not apply in respect of such third party software (except as expressly otherwise agreed to in writing by SINCH).

5.3. The Product will be hosted by SINCH in the datacenters of SINCH's Hosting Partners. The Customer represents and warrants that it accepts the applicable terms and conditions of the Hosting Partners that will be made available by SINCH or the Hosting Partner (as applicable) to the Customer. The Customer acknowledges and agrees that the Hosting Partners retains the right to unilaterally change any such terms and conditions (including the hyperlink to such terms and conditions).

5.4. SINCH does not give any direct, indirect, explicit or implicit, warranty whatsoever to provide un-interrupted availability to the Service, unless stated in an Order Form.



5.5. The Customer acknowledges that the hosting services and the Products might not be available during periods of planned maintenance by SINCH or the Hosting Partner. If reasonably feasible, any planned maintenance will be performed outside of Business Days and SINCH will inform the Customer as soon as reasonable possible of any planned maintenance.

5.6. SINCH and the Hosting Partner reserve the right to conduct any unplanned maintenance at any time if necessary for security reasons or other reasons requiring immediate maintenance. SINCH or the Hosting Partner will not be held liable for any damages resulting from such unavailability of the Service.

6. Maintenance Services

6.1. As from the Effective Date and subject to the timely payment of all applicable fees, SINCH shall provide third-line Maintenance Services in relation to the Product in the Customer's production environment in accordance with the provisions set out below.

6.2. If an Incident is encountered by the Customer, the Customer shall first review and assess the Incident. If such assessment shows that the Incident is not an Out of Scope Incident, a Product User may notify SINCH of such Incident by using a web based ticketing systems (such as "Jira" and "Slack", as made available by SINCH) and the Product User shall specify the details of the Incident (in the format as provided by SINCH). Upon receipt of a ticket, SINCH may in its sole discretion determine whether the Incident is an Out of Scope Incident or not and SINCH's classification shall be binding and final. SINCH reserves the right to charge the Customer any costs that are made in respect of investigating the nature of an Incident on a time and material basis.

6.3. Maintenance Services for Out of Scope Incidents are not included in the fees, however, Product Users are entitled to ask any questions regarding the Service and SINCH shall answer any Product User's request in good faith, without any binding commitment whatsoever.

6.4. For Incidents that are not an Out of Scope Incident, SINCH shall use its best efforts to resolve the Incident in accordance with the service level objectives set out as an appendix attached to the Order Form. For the avoidance of doubt, SINCH may in its sole discretion assign a priority level to each Incident.

6.5. For priority 1 and priority 2 Incidents (a "**Severe Incident**"), the Customer shall appoint one (1) Product User who will act as a single point of contact (SPOC) for SINCH.

6.6. Incidents caused by one the following are not included in the Maintenance Services, however the Customer may request SINCH to provide Professional Services regarding such incidents for which SINCH may charge additional fees (non-exhaustive) (i) Out of Scope Incidents; (ii) abuse or misuse of the Product; (iii) modification or addition to the Product not performed by or with the consent of SINCH; (iv) incorrect installation of a fix by a party different than SINCH; (v) incorrect configuration not performed by or with the consent of SINCH; (vi) the use of incorrect data or data structures; (vii) any installation other than a supported release; (viii) any other environment than the Customer's production environment.

6.7. The provisions of this Section shall not apply to Test Accounts.

7. Intellectual Property Rights

7.1. In addition to the provision in Section 10.1 of the GTC, SINCH is and remains the sole and exclusive proprietary owner of all Intellectual Property Rights related to the Product and the Services (including any new versions, updates, customizations, enhancements, modifications or improvements made to the Product or the Services). Except for the limited license granted pursuant to this Supplement, no other rights in respect of SINCH's Intellectual Property Rights shall be granted or transferred to the Customer in connection with this Agreement. Nothing in this Agreement shall convey any title or proprietary right or Intellectual Property Rights in or over the Product or Services to the Customer or any third party. The Customer shall not in any way acquire any title, rights of ownership, copyrights, Intellectual Property Rights or other proprietary rights of whatever nature in the Product or Services. The Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Product, or visible during its operation or on media. The Customer shall incorporate or reproduce such proprietary markings in any permitted back-up or other copies.

7.2 The provision in Section 7.1 above and in Section 10.1 of the GTC regarding intellectual property rights in and related to the Service equally apply to the Professional Services and any related new version, updates, upgrades, customizations, enhancements, modifications or improvements made to or related to the Professional Services.



7.3. The Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Service, or visible during its operation or on media. The Customer shall incorporate or reproduce such proprietary markings in any permitted back-up or other copies.

8. Third Party Claims

The Customer shall indemnify, defend and hold SINCH harmless from and against any damages, losses, costs and expenses (including reasonable attorney fees) suffered or incurred by SINCH (including its Affiliates, agents, contractors, directors, employees or representatives) arising out of or relating to Customer Data, including (without limitation) Customer's or End Users' infringement of any third party's intellectual property rights or any other rights of such third party.

9. Termination

The provision in Section 6.3 of the GTC equally applies in case the Customer breaches or violates the terms and conditions of the Hosting Partner or the applicable third party software.

10. Disclaimer

The disclaimer in Section 7.5 of the GTC relating to the Service equally applies to the Professional Services.

11. Limitation of Liability

In addition to Section 9.3 of the GTC, SINCH shall not be held liable in any way, neither contractually nor extra-contractually, for discontinuing an older release of the Product or for damages caused by the wrongful (or out of scope) use of the Product.

12. Survival

The provisions of this Supplement that are expressly or implicitly intended to survive termination, shall survive expiration or termination of the Agreement.

Glossary

In this Supplement, unless otherwise specified, the following definitions will apply:

- 1.1 **"Add-On"** means an addition of a certain Feature or Functionality that is not included in the applicable Order Form. SINCH reserves the right at all times to determine which specific Feature and Functionality it may separately offer. Upon request, SINCH shall inform the Customer of the available Add-Ons.
- 1.2 **"Business Day"** means a normal working day of SINCH from 8.30 a.m. to 5.30 p.m. from Monday to Friday, excluding relevant public holidays.
- 1.3 **"Customer Data"** means all data proprietary to or held by the Customer which is inputted or uploaded by the Customer, the Product Users or the End Users when using the Product and as processed or stored by SINCH as a result of the Customer, the Product User or the End User using the Product. Customer Data shall also include (i) output data resulting from the processing by the Product of the entered data by the Customer, the Product User or the End User, and (ii) meta-data collected by SINCH related to the usage of the outcomes of the Product (such as click-through rates or number of times certain outcomes were clicked on by the End Users). For avoidance of doubt, Customer Data does not include data generated by the Product or Service.
- 1.4 **"Effective Date"** means the effective date as set forth in the Order Form.
- 1.5 **"End User"** means any individual to whom the Product will be made available by the Customer and who will be able to use the Product as an end user, e.g. the End User of the Product available in a channel such as web, messaging or telephone.
- 1.6 **"Features or Functionalities"** means the features or functionalities available in the Product as included in the applicable Order Form such as (without limitation) number of chatbots, number of test bots, number of documents, number of Product Users, volumes of messages, communication channel through which the Products can be made available to End Users and any other variable specified in the Order Form. SINCH reserves the right to add or remove Features or Functionalities at any time.
- 1.7 **"Hosting Partner"** means any provider of hosting services SINCH might contract in the future as will be notified to the Customer from time to time.
- 1.8 **"Incident"** means a malfunctioning of the Product.



- 1.9 “**Maintenance Services**” are the maintenance and support services related to the Product provided by SINCH to the Customer as described in Section 6.
- 1.10 “**Out of Scope Incident**” means an Incident that is not caused by or related to the Product such as (without limitation) Incidents due to malfunctioning of interfaces, Incidents caused by non-supported data formats and Incidents caused by problems in third party software.
- 1.11 “**Product User**” means a physical person in Customer’s organization (employees and contractors) who is granted access to the Product by the Customer for the purposes of (i) using the Product by feeding it with content (such as, without limitation, Customer Data) in order to use the Product and (ii) receiving Maintenance Services. The amount of Product Users is strictly limited to the amount corresponding to the applicable Subscription Plan as identified in the Order Form.
- 1.12 “**Product**” means the Product as identified in the Order Form.
- 1.13 “**Professional Services**” mean development, implementation and integration services (including, but not limited to customizations), Maintenance Services or such other services in relation to the Product to be delivered by SINCH to the Customer as may be agreed between the Parties from time to time and set out in the Order Form and/or a Statement of Work.
- 1.14 “**Resolution Time**” means the period starting at the end of the Response Time and ending when a resolution to an Incident has been provided by SINCH to the Customer.
- 1.15 “**Response Time**” means the period starting from the moment when SINCH has investigated an Incident and the Incident Report provided by the Customer and ending when SINCH has provided a written acknowledgement that the Incident report has been received and understood.
- 1.16 “**Service**” means SINCH’s provision of the Product and applicable Documentation as described in the Order Form.
- 1.17 “**Statement of Work**” means a written document that Parties may enter into from time to time describing the Professional Services that SINCH is to provide in connection with the Service.
- 1.18 “**Test Account**” means an account with a limited scope of Features and Functionalities (as made available by SINCH in its sole discretion) to which a Customer subscribes free of charge, but which is only available during a test term and for limited use of the Service only (as set out in the Agreement).