

Last Updated: September 24, 2026

ConnectLingua.ai Terms and Conditions

These Terms and Conditions govern access to and use of ConnectLingua, whether by way of the Demo, the Free Trial or a Paid Plan. Schedules 1 to 4 form part of these Terms and Conditions.

1. Scope and Acceptance

1.1 Terms and Conditions. These Terms and Conditions (the “**Terms**”) set out the terms on which Interact CX LLC (“**Interact CX**”) makes the Service available to the person or entity accessing or using it (“**Customer**”). Customer accepts these Terms by creating an account for the Service, by clicking to accept them, or by accessing or using the Service, whichever occurs first. Where an individual accepts these Terms on behalf of an entity, that individual represents that they are authorized to bind the entity. Unless defined elsewhere in these Terms, terms in initial capital letters have the meanings set out in Section 15. Customer and Interact CX may be referred to collectively as the “Parties” or individually as a “Party”.

1.2 The Service. Interact CX will make the Service available to Customer in accordance with these Terms and the description of the applicable plan published on the Website. The features, usage allowances and fees applicable to each plan are as published on the Website and may be updated from time to time in accordance with Section 14.3.

1.3 Structure. These Terms consist of this main body together with the following Schedules, each of which is incorporated into and forms part of these Terms: Schedule 1 (Demo Terms); Schedule 2 (Free Trial Terms); Schedule 3 (Paid Plan Terms); and Schedule 4 (Data Processing Addendum). A Schedule applies only to the extent Customer uses the corresponding form of access.

1.4 Order of precedence. In the event of any conflict, the following order of precedence applies: (a) any written agreement signed by both Parties that expressly supersedes these Terms; (b) the terms of any promotional offer made in accordance with Schedule 2, §3.2, for the duration of that offer; (c) the applicable Schedule; and (d) this main body.

2. License

2.1 Grant. Interact CX grants to Customer, for the duration of Customer’s permitted access, a nonexclusive, worldwide (subject to Section 14.4), nontransferable (except in connection with an assignment permitted under Section 14.2), revocable license under all Proprietary Rights in and to the Service, to access and use the Service and to allow its Users to access and use the Service, in accordance with the applicable plan description published on the Website and the terms and conditions of these Terms.

2.2 Permitted use. Customer may use the Service only: (a) in support of the internal operations of Customer’s and its Affiliates’ business(es) or organization(s); (b) in connection with Customer’s and its Affiliates’ products and services (but, for clarity, not as a stand-alone product or service of Customer or its Affiliates); and/or (c) in connection with Customer’s and its Affiliates’ interactions with Users.

2.3 Documentation. Customer may make a reasonable number of copies of the Documentation as necessary to use the Service in accordance with the rights granted under these Terms, provided that Customer includes all proprietary legends and other notices on all copies. Interact CX retains all rights not expressly granted to Customer under these Terms.

2.4 Affiliates and Contractors. With respect to Affiliates and Contractors that Customer allows to use the Service: (a) Customer remains responsible for all obligations arising in connection with such Affiliate’s or Contractor’s use; and (b) Customer agrees to be directly liable for any act or omission by such Affiliate

or Contractor to the same degree as if the act or omission were performed by Customer, such that a breach by an Affiliate or a Contractor of these Terms will be deemed to be a breach by Customer.

2.5 Restrictions. Except as specifically provided in these Terms, Customer and any other User may not: (a) copy the Service or Documentation, in whole or in part; (b) distribute copies of the Service or Documentation to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on the Service or Documentation or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Service; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Service or Documentation to third parties; (f) use the Service or Documentation to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Service or Documentation to any third party.

2.6 Open Source Software. The Service may contain or be provided with Open Source Software. If Customer's use of the Service subjects Customer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in these Terms or the Documentation. The terms of these Terms apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation warranties and indemnification, and (ii) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of these Terms only with respect to such Open Source Software.

2.7 Incorporated terms. The Schedules, the Documentation and the Interact CX Privacy Policy published at interactcx.com/privacy-policy are incorporated into and form part of these Terms. No other terms and conditions proffered by Customer, including in any quotation, purchase order, invoice or correspondence, will be binding on Interact CX unless expressly agreed in writing signed by an authorized representative of Interact CX.

2.8 High-Risk Activities. The Service is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Service could lead to severe physical or environmental damages ("High Risk Activities"). Customer will not use the Service for any High Risk Activities.

3. Provision of the Service

3.1 Access. Interact CX will make the Service available to Customer promptly following account creation or, in the case of a Paid Plan, following activation of that plan, and continuing until termination or expiry of Customer's access. Interact CX will provide Customer with the account credentials necessary to access and use the Service.

3.2 Support. Interact CX will make available to Customer Documentation concerning the use and operation of the Service. Support Services for Paid Plans are provided in accordance with Schedule 3. Support during the Free Trial is provided in accordance with Schedule 2, §7. No support is provided for the Demo.

4. Proprietary Rights

4.1 Ownership. Subject to the licenses granted herein, Interact CX will retain all right, title and interest it may have in and to the Service and Documentation, including all Proprietary Rights therein. Nothing in these Terms will be construed as granting to Customer any rights of ownership or any other proprietary rights in or to the Service, the Documentation or any Proprietary Rights therein.

4.2 Feedback. Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Service or Support Services ("**Feedback**"), provided however that Feedback does not include any Proprietary Rights of Customer or Customer's Affiliates or any Customer Data. Interact CX may use and incorporate Feedback in its products and services without compensation or accounting to Customer, provided that neither Interact CX nor its use of the Feedback

identifies Customer as the source. Feedback is not confidential to Customer. Customer will have no obligation to provide Feedback, and all Feedback is provided “as is” and without warranty of any kind.

5. Warranties

5.1 Service warranty. Interact CX represents and warrants to Customer that, during any period in which Customer is on a Paid Plan:

5.1.1 the Service will conform, in all material respects, to the Documentation;

5.1.2 Interact CX will use industry standard practices designed to detect and protect the Service against any viruses, “Trojan horses”, “worms”, spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Service or interference with or harm to the operation of the Service or any systems, networks or data, including scanning the Service on a regular basis; and

5.1.3 the Service, and Customer’s use thereof as permitted under these Terms, will not be subject to any license or other terms that require that any Customer Data, or any software, documentation, information or other materials integrated, networked or used by Customer with the Service be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

5.2 Demo and Free Trial excluded. THE DEMO AND THE FREE TRIAL ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND. THE WARRANTIES IN SECTION 5.1 DO NOT APPLY TO THE DEMO OR THE FREE TRIAL.

5.3 Support Services. Interact CX represents and warrants that any Support Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with the Documentation.

5.4 Remedies. If the Service fails to conform to the warranties in Section 5.1, Interact CX will promptly, at its option and expense, correct the Service or re-perform the Support Services as necessary to conform to the warranties. If Interact CX does not do so within a reasonable time, not to exceed 30 days (the “Cure Period”), as Customer’s sole remedy and Interact CX’s exclusive liability (except as provided in Section 9), Customer may for a period of 30 days following the conclusion of the Cure Period elect to terminate its Paid Plan and these Terms without further liability, and may receive any service credits available under the Service Level Agreement in Schedule 3. For the avoidance of doubt, prepaid minutes are non-refundable in accordance with Schedule 3, §3.3.

5.5 Warranty exclusions. Interact CX will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Service by Customer in violation of these Terms or applicable Law; (b) modifications to the Service not provided by Interact CX or its Personnel; (c) use of the Service in combination with third-party equipment or software not provided or made accessible by Interact CX or contemplated by the Documentation; or (d) use by Customer of the Service in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Customer.

5.6 Compliance with Laws. Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time (“Laws”), applicable to such Party in its performance under these Terms.

5.7 Power and authority. Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into and perform these Terms and that acceptance of these Terms has been duly authorized; and (b) these Terms and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.8 Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THESE TERMS, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, THE DOCUMENTATION, THE SUPPORT SERVICES, AND CUSTOMER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. INTERACT CX DOES NOT WARRANT: (A) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidentiality

6.1 Confidential Information. "Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to these Terms that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, business plans, customer and supplier information, employee and User information, and business processes, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party; or (e) is developed by the Receiving Party independently from these Terms and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in these Terms, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Service and the Documentation are Confidential Information of Interact CX.

6.2 Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as otherwise permitted under these Terms, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under these Terms or as necessary for proper use of the Service. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3 Compelled disclosure. If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential. Notwithstanding any provision herein, if Customer is a Governmental Entity, Customer will comply with all Laws applicable to it with respect to disclosure of public information.

6.4 Privacy Policy. Any information submitted to the Service will be treated in accordance with the Interact CX Privacy Policy, available at interactcx.com/privacy-policy. That policy outlines the measures taken to protect personal data and ensure compliance with applicable privacy laws and regulations.

7. Data, Security and Data Protection

7.1 Acceptable use. Customer will not intentionally use the Service to: (a) store, download or transmit infringing or illegal content, or any viruses, “Trojan horses” or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Service or data contained therein or on Interact CX’s systems or network, or circumvent the security features of the Service; (d) perform penetration testing, vulnerability testing or other security testing on the Service or Interact CX’s systems or networks, or otherwise attempt to gain unauthorized access to the Service or Interact CX’s systems or networks; (e) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas, including by registering additional accounts or domains in order to obtain more than one Free Trial entitlement; or (f) use the Service to develop a product that is competitive with any of Interact CX’s product offerings.

7.1.1 Customer is and will continue to be the sole and exclusive owner of all Customer Data and other Confidential Information of Customer, including all Proprietary Rights therein. Nothing in these Terms will be construed as granting to Interact CX any rights of ownership or any other proprietary rights in or to the Customer Data.

7.2 Highly Sensitive Information. Customer will not submit Highly Sensitive Information to the Service unless Customer has purchased a plan that Interact CX has approved for use with Highly Sensitive Information. “Highly Sensitive Information” means: (1) “special categories of personal data”, “sensitive personal information” or “Sensitive Personal Data” as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”); or (3) other information subject to additional protections or regulation under specific laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act. Interact CX shall have no responsibility for Highly Sensitive Information where the Service is not approved by Interact CX to be used with Highly Sensitive Information. For the avoidance of doubt, the Demo and the Free Trial are not approved for use with Highly Sensitive Information.

7.3 Suspension. Interact CX may suspend Customer’s or a User’s right to access or use any portion or all of the Service immediately upon notice to Customer (a) if Interact CX, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Customer’s or a User’s use of the Service poses a material risk to the security or operation of Interact CX’s systems, the Service or the systems or data of any other customer, or (ii) Customer’s or a User’s use of the Service violates Section 7.1 or 7.2 or is illegal or fraudulent; (b) if Customer fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Customer uses the Service to process Highly Sensitive Information where the Service is not approved for such use. To the extent reasonably practicable, Interact CX will limit the suspension as needed to mitigate the applicable risk, and will promptly restore the Service upon resolution of the issue and/or payment of the outstanding amounts.

7.4 Customer Data.

7.4.1 Customer is and will continue to be the sole and exclusive owner of all Customer Data and other Confidential Information of Customer, including all Proprietary Rights therein. Nothing in these Terms will be construed as granting to Interact CX any rights of ownership or any other proprietary rights in or to the Customer Data.

7.4.2 Customer represents and warrants to Interact CX that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Customer Data to Interact CX and for Interact CX to use Customer Data in the performance of its obligations in accordance with these Terms, including any access or transmission to third parties with whom Customer shares or permits access to Customer Data.

7.4.3 The Parties agree that Customer Data are Confidential Information of Customer. Customer hereby grants to Interact CX a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 14.2), revocable license, under all Proprietary Rights, to reproduce and use Customer Data solely for the purpose of, and to the extent necessary for, performing Interact CX’s obligations under these Terms. In no event will Interact CX access, use or disclose to any third party any Customer Data for any purpose other than as necessary for the

purpose of providing the Service to Customer and performing its obligations under these Terms. Interact CX will not aggregate, anonymize or create any data derivatives of Customer Data other than as necessary to provide the Service and to perform its obligations in accordance with these Terms.

7.4.4 To the extent the Service retains Customer Data, Customer will have full access to, and the right to review, retain and delete, that Customer Data through the ordinary operation of the Service. Customer acknowledges that the Service is designed to process voice and text data in real time and, except as expressly stated in the applicable plan description, does not retain call content, recordings, transcripts or translations.

7.5 System Data. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association or correlation of or with Customer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Customer, or any device as originating through or interacting with Customer or its Affiliates (“**Identifiable System Data**”), Interact CX may only collect and use Identifiable System Data internally to administer, provide and improve the Service as a generally available service offering, to identify opportunities for Customer to optimize its use of the Service, and to identify to Customer complementary uses of Interact CX’s other products and services. Interact CX will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Customer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Customer and its Affiliates. Interact CX will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing, and will maintain the confidentiality and security of Identifiable System Data as Confidential Information.

7.6 Use of other data. Nothing in these Terms will restrict: (a) Interact CX’s use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association or correlation of or with (i) Customer, its Affiliates, Users, customers, suppliers or other persons interacting with Customer and its Affiliates or any Confidential Information of Customer, or (ii) any device used to access or use the Service as originating through Customer or its Affiliates; or (b) either Party’s use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from these Terms. Interact CX retains usage telemetry for billing, metering and service administration purposes.

7.7 Security; breach notification. Interact CX will, consistent with industry standard practices, implement and maintain administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Customer Data; and (b) to maintain the availability and integrity of Customer Data and to protect Customer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Interact CX will inform Customer promptly upon discovery of any material unauthorized access to, or any unauthorized loss, use or disclosure of, any Customer Data (a “**Security Incident**”), provided that such notification is not prohibited by Law. Interact CX will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Customer Data. At Customer’s request and cost, Interact CX will reasonably cooperate with Customer in complying with its obligations under applicable Law pertaining to responding to a Security Incident. Interact CX’s obligation to report or respond to a Security Incident under this Section is not an acknowledgement of any fault or liability.

7.8 Data protection legislation.

7.8.1 Each Party will comply with all Data Protection Laws, and any implementations of such Laws, applicable to its performance under these Terms.

7.8.2 Given the nature of the internet and public networks, and without limiting the referenced Privacy Policy, Interact CX does not and cannot guarantee the security of data transmitted or the confidentiality of any communications made by Customer or any User over the internet or public networks in connection with the use of the Service.

7.8.3 Where Interact CX Processes Personal Data on behalf of Customer in connection with a Paid Plan, such Processing is governed by the Data Processing Addendum at Schedule 4. The Data

Processing Addendum applies only where Customer and Interact CX have not entered into a separate data processing agreement or similar contractual arrangement.

7.8.4 The Data Processing Addendum does not apply to the Demo or the Free Trial. The Demo and the Free Trial operate on a zero-retention basis as described in Schedules 1 and 2, and Interact CX does not Process Personal Data on Customer's behalf in connection with them.

7.9 **Remedies.** Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which it may be entitled.

8. Limitations of Liability

8.1 **Disclaimer; general cap.** THE SERVICE IS PROVIDED SUBJECT TO THE WARRANTY DISCLAIMER IN SECTION 5.8. SUBJECT TO SECTIONS 8.2, 8.3, 8.4 AND 8.5, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF OR CORRUPTION OF DATA, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND SUCH DAMAGES ARE EXCLUDED IN THEIR ENTIRETY AND NOT MERELY CAPPED; AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THESE TERMS, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE AMOUNT OF THE LAST PAYMENT MADE BY CUSTOMER TO INTERACT CX UNDER THESE TERMS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATION IN SECTION 8.1(b) DOES NOT APPLY TO CUSTOMER'S OBLIGATION TO PAY FEES AND OTHER AMOUNTS DUE UNDER THESE TERMS.

8.2 **Exception for gross negligence, wilful misconduct or fraud.** THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FRAUD.

8.3 **Exception for certain indemnification obligations.** THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENCE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENCE OBLIGATIONS UNDER THESE TERMS.

8.4 **Special cap for security breach.** FOR PAID PLANS, THE LIMITATION IN SECTION 8.1(b) WILL NOT APPLY TO ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST CUSTOMER ARISING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF INTERACT CX'S OBLIGATIONS UNDER SECTION 7 OR ANY VIOLATION BY INTERACT CX OF DATA PROTECTION LAWS, INCLUDING OUT-OF-POCKET COSTS OF DEFENCE AND ANY AMOUNTS AWARDED AGAINST CUSTOMER. IN SUCH CASES, INTERACT CX'S AGGREGATE LIABILITY WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) ONE AND HALF (1.5) TIMES THE FEES AND OTHER AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THESE TERMS IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

8.5 **Demo and Free Trial.** THE DEMO AND THE FREE TRIAL ARE PROVIDED FREE OF CHARGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTERACT CX WILL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY USER ARISING OUT OF OR IN CONNECTION WITH THE DEMO OR THE FREE TRIAL, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. NOTHING IN THIS SECTION 8.5 EXCLUDES OR LIMITS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Indemnification

9.1 Interact CX indemnity. Interact CX will, at its expense, defend Customer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively “**Customer Indemnified Parties**”) from and against any and all claims, actions, and proceedings by a third party (“**Claims**”) to the extent arising out of or alleging any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Service or Customer’s use thereof as permitted under these Terms; and (b) any unauthorized access, use or disclosure of Customer Data resulting from breach of Interact CX’s obligations under Section 7 or any violation by Interact CX of Data Protection Laws. Interact CX will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement. This Section 9.1 does not apply to the Demo or the Free Trial.

9.2 Customer indemnity. Customer will, at its expense, defend Interact CX and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively “**Interact CX Indemnified Parties**”) from and against any and all Claims to the extent arising out of or alleging any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Customer Data or Interact CX’s use thereof as permitted under these Terms; and (b) any unauthorized or unlawful Processing of Customer Data by Interact CX in the performance of its obligations as permitted under these Terms resulting from any inaccuracy or breach of Customer’s representations, warranties and/or obligations under Section 7.4.2. Customer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement and any government fines and penalties assessed against or incurred by Interact CX in any such Claims. Notwithstanding any provision to the contrary, if Customer is a Governmental Entity, this Section 9.2 will not apply except as permitted by applicable Law.

9.3 Process. The party or parties seeking indemnification pursuant to this Section 9 (each, an “Indemnified Party”) will give the other Party (the “Indemnifying Party”) prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim, at the Indemnifying Party’s expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties’ prior written consent: (a) will not enter into any settlement that (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that it is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; or (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a).

9.4 Infringement remedy. In addition to Interact CX’s obligations under Section 9.1, if the Service is held, or in Interact CX’s opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or if an injunction is obtained or is likely to be obtained that would prohibit or interfere with Customer’s use of the Service, then Interact CX will at its option and expense either: (a) procure for Customer the right to continue using the affected Service in accordance with the license granted under these Terms; or (b) modify or replace the affected Service so that it is reasonably comparable in functionality, interoperability, security and performance and does not infringe, misappropriate or violate any third-party Proprietary Rights. If Interact CX cannot successfully accomplish either of the foregoing on a commercially reasonable basis, Interact CX will notify Customer and either Party may terminate these Terms.

9.5 Security breach remedy. Interact CX will comply with its notification and investigation obligations under Section 7.7. At Customer’s request and cost, Interact CX will reasonably cooperate with Customer in connection with Customer’s response to the Security Incident. Interact CX is not responsible for, and will not reimburse Customer in respect of, any government fines or penalties incurred by Customer, or any costs of notification, credit monitoring or identity theft services, call centre operation, remediation or mitigation undertaken by Customer. Interact CX’s liability in respect of any Security Incident is subject to Sections 8.1 and 8.4.

9.6 Limitations.

9.6.1 Interact CX will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Service not provided by Interact CX or its Personnel; (b) use of the Service in combination with third-party equipment or software not provided or made accessible by Interact CX or not specifically referenced for use with the Service by these Terms or the Documentation; or (c) use of the Service by Customer in breach of these Terms. Interact CX's liability under this Section 9 with respect to any infringement Claim attributable to use of the Service in combination with third-party equipment or software provided or made accessible by Interact CX or specifically referenced by the Documentation is limited to Interact CX's proportional share of defense costs and indemnity liability.

9.6.2 Customer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Customer Data not provided by Customer or its Personnel; or (b) use of the Customer Data by Interact CX in breach of these Terms.

9.6.3 This Section 9 states the entire liability of each Party with respect to infringement, misappropriation or violation of Proprietary Rights of third parties.

9.7 **Not limiting.** The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10. Term and Termination

10.1 **Term.** These Terms take effect on the date Customer first accepts them in accordance with Section 1.1 and continue until Customer's access to the Service ends in accordance with this Section 10 or the applicable Schedule.

10.2 **Termination by Customer.** Customer may stop using the Service, and may close their account, at any time. Closure of the account terminates these Terms with effect from the end of the then-current billing period. Termination does not entitle Customer to a refund, and prepaid minutes are non-refundable in accordance with Schedule 3, §3.3.

10.3 **Termination for breach.** Either Party may terminate these Terms if the other Party materially breaches these Terms and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party.

10.4 **Termination by Interact CX.** Interact CX may terminate these Terms for convenience, or discontinue the Service or any plan, on 30 days' notice to Customer. Where Interact CX terminates for convenience under this Section, or discontinues the Service or the plan on which Customer is subscribed, Customer is entitled to a pro-rata refund of unconsumed prepaid minutes in accordance with Schedule 3, §3.3. No refund is payable where Interact CX terminates for Customer's breach under Section 10.3. Interact CX may terminate a Demo or Free Trial account at any time without notice, and no refund or compensation is payable in respect of the Demo or the Free Trial.

10.5 Effect of termination.

10.5.1 Upon termination or expiry, Customer's right to use the Service will terminate, and Customer's access may be disabled and discontinued.

10.5.2 To the extent the Service retains any Customer Data at the time of termination, Customer may retrieve or delete that Customer Data for a period of 30 days following termination, with support from Interact CX as reasonably requested. Following expiry of that period, Interact CX will permanently delete and remove any remaining Customer Data from its records and will, upon Customer's request, certify such deletion in writing. If Interact CX is not able to delete any portion of the Customer Data or Customer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of these Terms.

10.5.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.4.1 (Customer Data), 8 (Limitations of Liability), 9 (Indemnification), 10.5 (Effect of Termination), 11 (Fees and Payment), 14 (General) and 15 (Definitions), together with all other provisions of these Terms that may reasonably be interpreted

or construed as surviving expiration or termination, will survive the expiration or termination of these Terms for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of these Terms, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

10.5.4 Accrued payment obligations. Termination or expiry of these Terms does not relieve Customer of its obligation to pay all fees and other amounts accrued in respect of its use of the Service prior to the effective date of termination or expiry. Where Customer is on a Premium Plan, Customer authorizes Interact CX to charge Customer's payment method, following the effective date of termination, for all minutes used and not yet charged as at that date. Section 11 (Fees and Payment) and Schedule 3, §2 survive termination or expiry to the extent necessary to give effect to this Section.

11. Fees and Payment

11.1 The Demo and the Free Trial are provided at no charge. Fees, billing, invoicing and payment terms for Paid Plans are set out in Schedule 3.

11.2 All fees exclude applicable taxes. Customer is responsible for all taxes imposed on its purchase or use of the Service, other than taxes based on Interact CX's net income.

12. Support and Maintenance

12.1 Support Services for Paid Plans are provided in accordance with Schedule 3. Geographic and time zone restrictions apply and Interact CX may provide variation in support depending on the region of use.

12.2 Support during the Free Trial is provided in accordance with Schedule 2, §7. No support commitment applies to the Demo.

13. Service Levels

13.1 The Service Level Agreement applicable to Paid Plans is set out in Schedule 3. No service level or uptime commitment applies to the Demo or the Free Trial.

14. General

14.1 Applicable law. These Terms will be governed and interpreted under the laws of the State of Texas, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to these Terms will be instituted solely in the state courts located in Texas, United States. Each Party irrevocably submits to the jurisdiction of such courts and waives any objection to venue. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

14.2 Assignment. Neither Party may assign or transfer these Terms or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without obtaining the other Party's written consent, Interact CX may assign these Terms in their entirety and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, and Customer may assign these Terms in their entirety to any Affiliate or entity acquiring all or substantially all of its assets related to Customer's account or Customer's entire business. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void.

14.3 Entire agreement; changes. These Terms, together with the Schedules and the Privacy Policy, constitute the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. Interact CX may update these Terms from time to time. Interact CX will post the updated Terms on the Website and, where the change is material, will notify Customer by email or in-product

notice at least 30 days before the change takes effect. Continued use of the Service after the effective date constitutes acceptance of the updated Terms. If Customer does not accept the updated Terms, Customer's sole remedy is to stop using the Service and close its account.

14.4 Export laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Customer, where Customer or its Users use the Service, and in the case of Interact CX, where Interact CX provides the Service. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons, and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including the sanctions programs of the U.S., the European Union, and the UN Security Council. Neither Party will export, re-export, ship or otherwise transfer the Service or Customer Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

14.5 Force majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel, where such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than 14 days, Customer may terminate these Terms.

14.6 Government rights. As defined in FARS §2.101, the Service and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or disclosure of such commercial software or commercial software documentation by the U.S. government will be governed solely by these Terms and will be prohibited except to the extent expressly permitted by these Terms.

14.7 Headings. The headings throughout these Terms are for reference purposes only and will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of these Terms.

14.8 No third-party beneficiaries. Except as specified in Section 9 with respect to Customer Indemnified Parties and Interact CX Indemnified Parties, nothing express or implied in these Terms is intended to confer, nor will anything herein confer, upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

14.9 Notices. Interact CX may give notice to Customer by email to the address associated with Customer's account or by notice within the Service. Customer may give notice to Interact CX by email to info@interactcx.com. Notices are deemed given on the date sent, or, in the case of in-product notice, on the date displayed.

14.10 Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under these Terms will not be deemed a waiver of any such right, power or privilege. No waiver by either Party of a breach of any term, provision or condition of these Terms by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless made in writing by the Party making the waiver.

14.11 Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

14.12 Relationship of the Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in these Terms will create or imply an agency relationship between Customer and Interact CX, nor will these Terms be deemed to constitute a joint venture or partnership or the relationship of employer and employee. Each Party assumes sole and full responsibility for its acts and the acts of its

Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

14.13 Severability. If any term or condition of these Terms is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of these Terms will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

14.14 Subcontracting. Interact CX may use Subcontractors in its performance under these Terms, provided that: (a) Interact CX remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Interact CX or cause any loss of warranty under these Terms; and (b) Interact CX agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Interact CX. Upon request, Interact CX will identify to Customer any Subcontractors performing under these Terms, including any that have access to Customer Data.

15. Definitions

15.1 “Affiliate” means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

15.2 “Contractor” means any third party contractor of Customer or other third party performing services for Customer, including outsourcing suppliers.

15.3 “Customer” means the person or entity accepting these Terms in accordance with Section 1.1.

15.4 “Customer Data” means all data, Personal Data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Customer or its Users to, or collected, received, transmitted, processed or stored by Customer or its Users using, the Service in connection with these Terms, or (b) derived from (a). Customer Data is Confidential Information of Customer.

15.6 “Data Protection Law(s)” means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under these Terms, including Regulation 2016/679 (General Data Protection Regulation) (“GDPR”), and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) (“CCPA”).

15.7 “Demo” means the no-sign-in demonstration of the Service made available at demo.connectlingua.ai, as described in Schedule 1.

15.8 “Documentation” means the user guides, manuals, instructions, specifications, notes, printed updates, “read-me” files, release notes and other materials related to the Service, its use, operation or maintenance, together with all enhancements, modifications, derivative works and amendments to those documents, that Interact CX publishes or provides under these Terms.

15.9 “Free Trial” means the usage-capped trial of the Service made available via the Website, as described in Schedule 2.

15.10 “Governmental Entity” means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, including any agency, authority, regulatory body, court, central bank or other governmental entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of government (including any supra-national bodies such as the European Union or the European Central Bank).

15.11 “International Data Transfer Mechanism” means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational or contractual measures.

15.12 “Open Source Software” means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

15.13 “Organization Domain” means the internet domain of the email address used to register for the Service.

15.14 “Paid Plan” means a Prepaid Plan or a Premium Plan, as described in Schedule 3.

15.15 “Personal Data” means information within the Customer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. “Personal Data” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Personal Information”, as context requires.

15.16 “Personnel” means a Party or its Affiliate’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

15.17 “Prepaid Plan” means the Paid Plan under which Customer purchases a quantity of minutes in advance, as described in Schedule 3.

15.18 “Premium Plan” means the pay-as-you-go Paid Plan under which Customer is charged in arrears for actual usage, as described in Schedule 3.

15.19 “Process” or “Processing” means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting and destroying Personal Data.

15.20 “Promotional Trial” means a Free Trial offered on modified terms, including a modified or unlimited allowance of Trial Minutes, for a limited period announced by Interact CX in accordance with Schedule 2, §3.2.

15.21 “Proprietary Rights” means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

15.22 “Service” means ConnectLingua, as hosted and made available by Interact CX, together with any associated data, content, services and technology that Interact CX provides or makes accessible in connection therewith, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions thereof.

15.23 “Subcontractor” means any third party subcontractor or other third party to whom Interact CX delegates any of its duties and obligations under these Terms.

15.24 “Support Services” means the support and maintenance services for the Service that Interact CX provides, or is obligated to provide, as described in Schedule 2 or Schedule 3, as applicable.

15.25 “System Data” means data and data elements (other than Customer Data) collected by the Service or Interact CX’s computing environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Service.

15.26 “Trial Minutes” means the quantity of translation minutes made available to Customer at no charge during the Free Trial, as specified in Schedule 2, §3.

15.27 “User” means Customer, its Affiliates and any person or software program or computer system authorized by Customer or any of its Affiliates to access and use the Service as permitted under these Terms, including Contractors of Customer or its Affiliates.

15.28 “Website” means connectlingua.ai, interactcx.com, and any successor or related site operated by Interact CX for the Service.

Schedule 1 - Demo Terms

These Demo Terms are Schedule 1 to the ConnectLingua Terms and Conditions published at connectlingua.ai and form part of those Terms. Capitalized terms not defined here have the meanings given in the Terms.

1. Scope

1.1 This Schedule applies to use of the Demo at demo.connectlingua.ai. It applies in addition to the main body of the Terms and, in the event of conflict, prevails over the main body in respect of the Demo.

1.2 The Demo is made available for evaluation and demonstration purposes only. It is not intended for, and must not be used in, live customer interactions or any production environment.

2. Access and Acceptance

2.1 The Demo is made available without a registered account. Interact CX requires an email address in order to generate a Session ID and to authorize the session. Interact CX does not otherwise verify the identity of Demo users.

2.2 Each Demo call is limited to a maximum duration of 90 seconds. There is no limit on the number of Demo sessions a user may initiate, and no other usage cap applies. Interact CX may change, limit, suspend or withdraw the Demo at any time without notice.

2.3 Before a Session ID is generated, the user must tick the acceptance checkbox confirming acceptance of these Terms. A Session ID will not be issued unless that checkbox is ticked. By ticking the checkbox the user accepts these Terms on behalf of itself and, where applicable, the organization it represents.

3. No Data Retention

3.1 The Demo operates on a zero-retention basis. Audio, call content, transcripts and translations processed through the Demo are processed in real time only and are not recorded, stored or retained by Interact CX.

3.2 Interact CX retains the email address submitted for session authorization, together with non-identifying technical telemetry regarding Demo sessions, for service administration and abuse prevention. Such information is handled in accordance with the Privacy Policy.

3.3 Interact CX does not store call content and does not Process Personal Data on Customer's behalf in connection with the Demo, which renders the Data Processing Addendum at Schedule 4 inapplicable to the Demo.

3.4 Users must not submit Personal Data, Highly Sensitive Information, or any confidential or regulated information through the Demo.

4. No Warranty, No Service Level, No Support

4.1 THE DEMO IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

4.2 No service level commitment, uptime commitment, financial credit or support commitment applies to the Demo.

4.3 Interact CX has no liability in respect of the Demo, as set out in Section 8.5 of the Terms.

5. Acceptable Use

5.1 Section 7.1 of the Terms applies to the Demo. In addition, users must not use the Demo for benchmarking, competitive analysis, or automated or scripted access.

5.2 Interact CX may block or terminate access to the Demo at any time, without notice and at its sole discretion.

Schedule 2 - Free Trial Terms

These Free Trial Terms are Schedule 2 to the ConnectLingua Terms and Conditions published at connectlingua.ai and form part of those Terms. Capitalized terms not defined here have the meanings given in the Terms.

1. Scope

1.1 This Schedule applies to the Free Trial, which is available only through the Website. It applies in addition to the main body of the Terms and, in the event of conflict, prevails over the main body in respect of the Free Trial.

1.2 The Free Trial is provided at no charge for evaluation purposes.

2. Entitlement and Users

2.1 The Free Trial entitlement is granted per Organization Domain. Customer is entitled to one Free Trial per Organization Domain.

2.2 The individual who registers for the Free Trial may add further Users within the same Organization Domain. All such Users draw on a single pooled allowance of Trial Minutes for that Organization Domain.

2.3 Customer is responsible for all use of the Free Trial by Users it adds, and for ensuring that each such User is authorized to act on behalf of the organization associated with the Organization Domain.

2.4 Registering additional accounts or domains in order to obtain more than one Free Trial entitlement is a breach of Section 7.1 of the Terms and may result in suspension or termination.

2.5 Customer accepts these Terms at registration by the method described on the Website.

3. Trial Minutes

3.1 Customer is entitled to 100 Trial Minutes, pooled across the Organization Domain, unless a different allowance is agreed with Interact CX in writing or applies under a Promotional Trial.

3.2 **Promotional Trials.** Interact CX may from time to time offer a Promotional Trial with a modified or unlimited allowance of Trial Minutes, or on other modified terms, for a limited period. The allowance, eligibility criteria, start date and end date of a Promotional Trial will be as announced by Interact CX on the Website or by email or other communication. Where a Promotional Trial applies, its published terms prevail over Section 3.1 for the duration of the announced period. All other provisions of this Schedule and of the Terms continue to apply to a Promotional Trial unless expressly stated otherwise in the announcement. Interact CX may withdraw or modify a Promotional Trial at any time in respect of registrations made after the date of withdrawal or modification.

3.3 Remaining Trial Minutes are displayed to Customer within the Service.

3.4 The Free Trial is not subject to any fixed calendar period. It continues until the Trial Minutes are exhausted or the Free Trial is otherwise terminated in accordance with Section 8 of this Schedule.

3.5 Trial Minutes have no cash value, are not transferable, and are not refundable or exchangeable.

4. Exhaustion of Trial Minutes

4.1 Upon exhaustion of the Trial Minutes, Customer's access to the Service will cease. The Free Trial does not automatically convert to a Paid Plan.

4.2 No charge will be incurred and no invoice will be issued in respect of the Free Trial. Interact CX will not collect or charge any payment method in connection with the Free Trial.

4.3 Customer may purchase a Paid Plan at any time in accordance with Schedule 3. Any such purchase is a separate and voluntary act by Customer.

5. Scope of Use

5.1 Sections 2.2 (Permitted use), 2.5 (Restrictions), 2.8 (High-Risk Activities), 7.1 (Acceptable use) and 7.2 (Highly Sensitive Information) of the Terms apply to the Free Trial.

5.2 The Free Trial is not approved for use with Highly Sensitive Information.

6. Data

6.1 The Free Trial operates on a zero-retention basis. Call content, recordings, transcripts and translations processed during the Free Trial are processed in real time and are not stored or retained by Interact CX.

6.2 The only information Interact CX holds in connection with the Free Trial is: (a) account registration details for Customer and its Users; and (b) usage telemetry required to meter Trial Minutes, administer the account and prevent abuse.

6.3 Interact CX does not store call content and does not Process Personal Data on Customer's behalf in connection with the Free Trial, which renders the Data Processing Addendum at Schedule 4 inapplicable to the Free Trial.

6.4 Upon expiry or termination of the Free Trial, Customer's account and any associated configuration will be disabled and may be deleted.

7. Support; No Warranty; No Service Level

7.1 **Support.** Interact CX provides support during the Free Trial. Customer may raise a support request using the support request form available within the Service interface, or by email to tech-support@interactcx.com. Support is provided on a commercially reasonable efforts basis during Interact CX's standard business hours. No response time, resolution time or other support commitment applies to the Free Trial.

7.2 THE FREE TRIAL IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE WARRANTIES IN SECTION 5.1 OF THE TERMS DO NOT APPLY.

7.3 No service level commitment, uptime commitment or financial credit applies to the Free Trial.

7.4 Interact CX has no liability in respect of the Free Trial, as set out in Section 8.5 of the Terms.

7.5 The Free Trial is not intended for production use. Customer uses the Free Trial in live customer interactions at its own risk.

8. Termination

8.1 Interact CX may suspend or terminate the Free Trial, or any Free Trial account, at any time and without notice, at its sole discretion.

8.2 Customer may terminate the Free Trial at any time by ceasing use and closing its account.

Schedule 3 - Paid Plan Terms

These Paid Plan Terms are Schedule 3 to the ConnectLingua Terms and Conditions published at connectlingua.ai and form part of those Terms. Capitalized terms not defined here have the meanings given in the Terms.

1. Plans

1.1 Interact CX offers two Paid Plans:

(a) **Prepaid Plan** – Customer purchases a block of minutes in advance and draws down against that balance as the Service is used. When the balance is exhausted, Customer may purchase a further block. The minimum purchase amount is \$100.

(b) **Premium Plan** – pay-as-you-go. Customer is charged in arrears for minutes actually used, at the rate published on the Website.

1.2 The Prepaid Plan and the Premium Plan differ in their billing model and in the applicable per-minute rate. Except as set out in this Schedule, the commitments, service levels, support and other terms applicable to each Paid Plan are identical.

1.3 The per-minute rate applicable to each Paid Plan, and the minimum purchase amount for the Prepaid Plan, are as published on the Website and are incorporated into these Terms by reference. Rates may be updated in accordance with Section 5.2 of this Schedule.

2. Fees and Payment

2.1 All fees are stated and payable in US dollars and exclude applicable taxes.

2.2 Prepaid Plan fees are payable in full at the time of purchase. Premium Plan fees are charged in arrears for minutes used in the preceding month.

2.3 All payments are made by credit card. Customer must maintain a valid payment method for the duration of their Paid Plan. For Prepaid Plans, Customer's payment method is charged at the time of purchase. For Premium Plans, Customer's payment method is charged in arrears for usage in the preceding month. Interact CX does not offer invoiced or deferred payment terms for plans purchased through the Website.

2.4 Interact CX may suspend the Service in accordance with Section 7.3 of the Terms if a charge to Customer's payment method fails, or if undisputed amounts remain unpaid 30 days after notice.

3. Prepaid Minutes

3.1 Prepaid minutes do not expire. They remain available to Customer until consumed.

3.2 Upon exhaustion of prepaid minutes, Customer's access to the Service will cease until Customer purchases additional minutes. Prepaid Plans do not automatically convert to the Premium Plan and Customer will not be charged on a pay-as-you-go basis without first electing to purchase a Premium Plan.

3.3 All fees paid for prepaid minutes are non-refundable. Unused prepaid minutes are not refundable, creditable or exchangeable on termination or expiry of these Terms, except where Interact CX terminates these Terms for convenience under Section 10.4 of the Terms or discontinues the Service or the applicable plan. In that event, Interact CX will refund to Customer a pro-rata amount in respect of prepaid minutes that remain unconsumed as at the effective date of termination or discontinuation, calculated at the per-minute rate at which those minutes were purchased. No refund is payable where these Terms are terminated by Customer, or by Interact CX for Customer's breach.

4. Upgrades and Plan Changes

4.1 Customer may purchase a Paid Plan, or change between Paid Plans, within the Service. No order form, signature or other documentation is required for a plan purchased through the Website.

4.2 Plan changes take effect from the start of the next billing period unless otherwise stated on the Website.

4.3 Where Customer and Interact CX have entered into a separate written agreement for the Service that is signed by both parties, that agreement prevails over these Terms in accordance with Section 1.4 of the Terms.

5. Term and Renewal

5.1 Paid Plans are not subject to a minimum committed term. Customer may cancel at any time within the Service, with effect from the end of the then-current billing period. No notice period or buffer period applies to cancellation.

5.2 Interact CX may change the fees applicable to a Paid Plan on 30 days' notice given in accordance with Section 14.3 of the Terms. Price changes do not affect prepaid minutes already purchased.

6. Support and Maintenance

6.1 Basic support is included with all Paid Plans. Customer may raise a support request using the support request form available within the Service interface, or by email to tech-support@interactcx.com.

6.2 Geographic and time zone restrictions apply and Interact CX may provide variation in support depending on the region of use.

6.3 Fees for implementation, installation, customization or training are not included and may be separately purchased at Interact CX's then current rates.

7. Service Level Agreement

7.1 **Availability commitment.** Interact CX commits to the following monthly uptime percentage for Paid Plans:

Covered Service	Monthly Uptime Percentage
ConnectLingua	≥ 99.5%

7.2 If the Service does not meet the Service Level Agreement, and if Customer meets its obligations under this Schedule and the Terms, Customer will be eligible to receive the Financial Credits described below. This Service Level Agreement states Customer's sole and exclusive remedy for any failure by the Service to meet the SLA.

7.3 SLA definitions.

7.3.1 "Back-off Requirements" means, when an error occurs (including HTTP status codes 500-599 and 429), the requesting application is responsible for waiting for a period of time before issuing another request. This may be specified in the X-Retry-Backoff HTTP response header (in units of seconds). In the absence of this header, after the first error there is a minimum back-off interval of 1 second and for each consecutive error the back-off interval increases exponentially up to 32 seconds.

7.3.2 "Covered Service" means ConnectLingua.

7.3.3 "Downtime" means more than a ten percent Error Rate. Downtime is measured based on server-side Error Rate.

7.3.4 “Downtime Period” means a period of one or more consecutive minutes of Downtime. Partial minutes will not be counted towards any Downtime Periods.

7.3.5 “Error Rate” means the number of Valid Requests that result in a response with HTTP Status 500-599 divided by the total number of Valid Requests during that period, subject to a minimum of 20 Valid Requests in the measurement period. Requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

7.3.6 “Monthly Uptime Percentage” means the total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

7.3.7 “Valid Requests” are requests that conform to the Documentation and that would normally result in a non-error response. Responses with HTTP status code 429 do not count towards Valid Requests.

7.4 Financial Credit. The Financial Credit for the Covered Service is as follows:

Monthly Uptime Percentage	Percentage of fees attributable to the Covered Service for the affected month
99.0% – < 99.5%	10%
95.0% – < 99.0%	20%
< 95.0%	30%

7.5 Requesting a Financial Credit. In order to receive any Financial Credit, Customer must notify ConnectLingua technical support within 30 days from the time Customer becomes eligible to receive a Financial Credit. Customer must be able to demonstrate that the claimed Error Rate, including conformance to the Back-off Requirements, led to the stated Downtime Period. Failure to comply with these requirements will forfeit Customer’s right to receive a Financial Credit.

7.6 Maximum Financial Credit. The aggregate maximum number of Financial Credits to be issued for any and all Downtime Periods that occur in a single calendar month will not exceed 50% of the fees attributable to Customer’s use of the Covered Service in that month. Financial Credits will be issued as a credit to Customer’s account balance or applied against future use of the Service, at Interact CX’s election, and will be applied within 365 days after the Financial Credit was requested. Financial Credits are not payable in cash and are not available in respect of prepaid minutes that have not been consumed.

7.7 SLA exclusions. The SLA does not apply to any: (a) features or services designated pre-general availability (e.g. alpha and beta) unless otherwise stated in the associated Documentation; (b) features or services excluded from the SLA in the associated Documentation; or (c) errors: (i) caused by factors outside of Interact CX’s reasonable control; (ii) resulting from Customer’s software or hardware or third party software or hardware, including misconfigured or suboptimally configured client software or hardware; (iii) resulting from abuses or other behaviors that violate the Terms; (iv) occurring during scheduled downtime or during a maintenance window (not to exceed 30 minutes per calendar month); or (v) resulting from quotas listed in the Documentation. The SLA does not apply to the Demo or the Free Trial.

7.8 Determination of claims. Interact CX will determine, in its sole discretion acting reasonably, whether a Financial Credit is payable and the amount of any Financial Credit. Interact CX’s determination is final and binding absent manifest error. Financial Credits are the sole and exclusive remedy for any failure to meet the Service Level Agreement, and no Financial Credit is payable where Customer has not complied with Section 7.5 of this Schedule.

8. Data Protection

8.1 Where Interact CX Processes Personal Data on behalf of Customer under a Paid Plan, such Processing is governed by the Data Processing Addendum at Schedule 4.

Schedule 4 - Data Processing Addendum

This Data Processing Addendum is Schedule 4 to the ConnectLingua Terms and Conditions published at connectlingua.ai and forms part of those Terms. Capitalized terms not defined here have the meanings given in the Terms.

1. Application

1.1 This Data Processing Addendum (this “Addendum”) governs Interact CX’s Processing of Personal Data in its capacity as a Processor in connection with the Service it provides pursuant to the Terms. Interact CX is the Processor, and Customer is the Controller.

1.2 This Addendum applies only to Paid Plans. It does not apply to the Demo or the Free Trial, for the reasons set out in Schedule 1, §3.3 and Schedule 2, §6.3.

1.3 This Addendum applies only where Customer and Interact CX have not entered into a separate data processing agreement or similar contractual arrangement with respect to the Processing of Personal Data.

2. Definitions

2.1 “**Controller**” means the entity that determines the purposes and means of the Processing of Personal Data. “Controller” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Business” or “Third Party”, as context requires.

2.2 “**Personal Data Breach**” means a confirmed Security Incident, such as a breach of security of the Service that caused an accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Personal Data, or an event that qualifies as a reportable data breach under applicable Data Protection Law.

2.3 “**Processor**” means an entity that processes personal data on behalf of another entity. “Processor” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Service Provider”, as context requires.

2.4 “**Sensitive Personal Data**” means the following types and categories of Personal Data, as defined under applicable Data Protection Law: (a) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (b) genetic data; (c) biometric data; (d) data concerning health, including protected health information governed by the Health Insurance Portability and Accountability Act; (e) data concerning a natural person’s sex life or sexual orientation; (f) government identification numbers (e.g., SSNs, driver’s license); (g) payment card information; (h) nonpublic personal information governed by the Gramm-Leach-Bliley Act; (i) an unencrypted identifier in combination with a password or other access code that would permit access to a data subject’s account; and (j) precise geolocation. “Sensitive Personal Data” includes equivalent terms in other Data Protection Law, such as “special categories of personal data” or “sensitive personal information”, as context requires.

3. International Data Transfers

3.1 Before Customer transfers Personal Data to Interact CX, or permits Interact CX to access Personal Data located in a jurisdiction that requires an International Data Transfer Mechanism, Customer will notify Interact CX of the relevant requirement and the Parties will work together in good faith to fulfil the requirements of that International Data Transfer Mechanism. The Parties will institute and comply with any International Data Transfer Mechanism that may be required by applicable Data Protection Law.

4. Data Protection Generally

4.1 Compliance. The Parties will comply with their respective obligations under Data Protection Law and their respective privacy notices.

4.2 Confidentiality. Interact CX will restrict access to Personal Data to those authorized persons who need such information to provide the Service. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.

4.3 Security. Interact CX will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Customer and processed by Interact CX. Such security measures will be at least as protective as the security requirements set forth in the Terms. When choosing security controls, Interact CX will consider the state of the art, the cost of implementation, the nature, scope, context and purposes of Personal Data Processing, and the risk to data subjects of a Security Incident or Personal Data Breach affecting Personal Data.

4.4 Retention. Interact CX operates a zero-retention model for call content, recordings, transcripts and translations. Any Personal Data received from Customer will be retained only for so long as may be instructed by the Customer or reasonably required in connection with Interact CX's performance of the Terms or as otherwise required under Data Protection Law.

4.5 Cooperation. Interact CX will cooperate to the extent reasonably necessary in connection with Customer's requests related to data protection impact assessments and consultation with supervisory authorities, and for the fulfilment of Customer's obligation to respond to requests for exercising a data subject's rights under Data Protection Law. Interact CX reserves the right to charge Customer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.

4.6 Third party requests. If Interact CX receives a request from a third party in connection with any government investigation or court proceeding that Interact CX believes would require it to produce any Personal Data, Interact CX will inform Customer in writing of such request and cooperate with Customer if Customer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.

4.7 Instructions from Customer. Notwithstanding anything in the Terms to the contrary, Interact CX will only Process Personal Data in order to provide the Service to Customer, in accordance with Customer's written instructions, as permitted by Section 4.8 below, or as required by applicable Law. Interact CX will promptly inform Customer if following Customer's instructions would result in a violation of Data Protection Law or where Interact CX must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Interact CX from making such disclosure).

4.8 Scope of Processing. Interact CX is prohibited from: (a) Selling (as such term is defined in the CCPA) Personal Data; (b) Processing the Personal Data for any purpose other than for the specific business purpose of performing Customer's documented instructions for the business purposes defined in this Addendum, including retaining, using or disclosing the Personal Data for a commercial purpose other than performing Customer's instructions; or (c) Processing the Personal Data outside of the direct business relationship between the Parties as defined in the Terms. Interact CX certifies that it understands these restrictions. Notwithstanding the foregoing, Interact CX may Process Personal Data to retain or employ another person as a Sub-Processor in accordance with this Addendum, for internal use by Interact CX to improve the quality of its services (provided that Interact CX does not use the Personal Data to perform services on behalf of another person), or to detect data Security Incidents or protect against malicious, deceptive, fraudulent or illegal activity.

4.9 Sensitive information. Customer will inform Interact CX if Personal Data is Sensitive Personal Data. Customer must not submit Sensitive Personal Data to the Service unless Customer has purchased a plan that Interact CX has approved for use with Highly Sensitive Information, in accordance with Section 7.2 of the Terms.

4.10 Sub-processors. Customer grants Interact CX general authorization, as a Processor, to engage other processors ("Sub-Processors") to assist in providing the Service consistent with the Terms. Interact CX will make a list of such Sub-Processors accessible to Customer prior to transferring any Personal Data to such Sub-Processors. Interact CX will notify Customer of any changes to the list of Sub-

Processors by updating such list from time to time in order to give Customer an opportunity to object to such changes.

4.11 Sub-processor liability. Where Interact CX engages a Sub-Processor for carrying out specific processing activities on behalf of Customer, substantially similar data protection obligations as set out in this Addendum will be imposed on that Sub-Processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Interact CX will be liable for the acts or omissions of its Sub-Processors to the same extent as Interact CX would be liable if performing the services of the Sub-Processor directly.

4.12 Recordkeeping. Upon a request issued by a supervisory authority for records regarding Personal Data, Interact CX will cooperate to provide the supervisory authority with records related to processing activities performed on Customer's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

4.13 Transfer of Personal Data; appointment. Customer authorizes Interact CX to Process Personal Data in the United States or any other country in which Interact CX or its Sub-Processors maintain facilities. Customer appoints Interact CX to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Service. Interact CX will conduct all such activity in compliance with the Terms, this Addendum, Data Protection Law, any applicable International Data Transfer Mechanism and Customer's instructions.

4.14 Deletion or return. When instructed by Customer, Interact CX will delete any Personal Data or return it to Customer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Interact CX will relay Customer's instructions to all Sub-Processors.

4.15 Breach notification. After becoming aware of a Personal Data Breach, Interact CX will notify Customer without undue delay of: (a) the nature of the Personal Data Breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Interact CX.

4.16 Audits. Upon request, Interact CX will make available to Customer all information necessary, and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, to demonstrate compliance with Data Protection Law. For clarity, such audits or inspections are limited to Interact CX's Processing of Personal Data only, not any other aspect of Interact CX's business or information systems. If Customer requires Interact CX to contribute to audits or inspections that are necessary to demonstrate compliance, Customer will provide Interact CX with written notice at least 60 days in advance of such audit or inspection. Such written notice will specify the things, people, places or documents to be made available. Such written notice, and anything produced in response to it (including any derivative work product such as notes of interviews), will be considered Confidential Information and, notwithstanding anything to the contrary in the Terms, will remain Confidential Information in perpetuity or the longest time allowable by applicable Law after termination of the Terms. Such materials and derivative work product produced in response to Customer's request will not be disclosed to anyone without the prior written permission of Interact CX unless such disclosure is required by applicable Law. If disclosure is required by applicable Law, Customer will give Interact CX prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable Law or order of a court or governmental agency. Customer will make every effort to cooperate with Interact CX to schedule audits or inspections at times that are convenient to Interact CX. If, after reviewing Interact CX's response to Customer's audit or inspection request, Customer requires additional audits or inspections, Customer acknowledges and agrees that it will be solely responsible for all costs incurred in relation to such additional audits or inspections.