

Rapport Service Terms and Conditions of Service

1. Definitions

- a. ****Rapport Service**** – means the provision of access to the Rapport Software, Rapport Cloud, Rapport Assets, Rapport User Interface and Rapport Materials by the Licensor to the Customer.
- b. ****Rapport Software**** - means the hosted software solution which is provided by the Licensor that is intended to provide an API stack and software modules for use by the Customer.
- c. ****Rapport Cloud**** - means the network platform including all enabling technologies (such as data and hosting services) used by the Licensor to transmit audio and data on behalf of the Customer.
- d. ****Rapport Assets**** - means all assets created by Licensor to enable interactive experiences including but not limited to Character Files, character personas, audio files, background scenes, and dialogue content.
- e. ****Rapport User Interface**** - means the restricted web pages which provide the functionality that the Customer can use to manage their configuration of the Rapport Services and view information about their usage of the Rapport Services.
- f. ****Rapport Materials**** - means any information that is provided by the Licensor to the Customer in order to ease the Customer's use of the Rapport Services, including, but not limited to API and SDK documentation and other support.
- g. ****Licensor**** – Speech Graphics Ltd, a company registered in Scotland at 61 Dublin Street, Edinburgh, EH3 6NL, with company number SC388915.
- h. ****Customer**** – The person, persons, company, or other entity who directly licenses the Rapport Service from the Licensor.
- i. ****Parties**** – the Licensor and the Customer.
- j. ****Customer Application**** – The Application, Service, Interface or other form of software which is developed by the Customer using the Rapport Service and is deployed to End Users.

- k. ****End User**** – The person, persons, companies, or other entities who use the Customer Application.
- l. ****EULA**** – End User License Agreement. The agreement between the Customer and the End User that governs the End User's use of the Customer Application.
- m. ****Customer Conversational AI**** – The Conversational AI that has been configured by the Customer used to interact with End Users. This may be based on a Third Party Artificial Intelligence system, or have been developed entirely by the Customer.
- n. ****End User Data**** – any and all information that is entered into the Customer Application by the End User in order to operate the Customer Application. This includes, but is not limited to, speech data, location data, animated characters, user names, contact lists, hardware specifications, account data, browser settings, configuration data, and personal details.
- o. ****Commercial Terms**** – The agreement between the Licensor and the Customer that governs the consideration between the parties. Default Commercial Terms are as set forth in Schedule 1 to this Agreement, and these shall apply to the Customer's use of the Rapport Service unless the Customer and Licensor have executed a separate written agreement, signed by both parties, that explicitly supersedes the terms of Schedule 1.
- p. ****Intellectual Property Rights**** – patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- q. ****Licensor Proprietary Materials**** – the Intellectual Property and other know-how which the Licensor uses to construct, maintain and support the Rapport Service.
- r. ****Open-Source Software**** – means any software or software component, module or package that contains, or is derived in any manner in whole or in part from, any software that is distributed as free software, open-source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following:
 - a. GNU's General Public License (GPL) or Lesser/Library GPL (LGPL);
 - b. the Artistic License (e.g., PERL);
 - c. the MIT Public License (MIT);

- d. the Mozilla Public License (MPL);
 - e. the Netscape Public License;
 - f. the Sun Community Source License (SCSL);
 - g. the Sun Industry Standards License (SISL);
 - h. the BSD License; and
 - i. the Apache License.
- s. "Purpose" - The use of the Rapport Service by the Customer as follows:
 - i. Research and development activities related to communication technologies (including, but not limited to Conversational AI), with the ultimate goal of developing a Customer Application.
 - ii. Evaluation and testing of the Rapport Service to assess its suitability for the Customer's intended use case and to inform the development of the Customer Application.
 - iii. Prototyping and experimentation with conversational AI and related technologies and applications using the Rapport Service.
 - iv. Integration of the Rapport Service into the Customer's software development environment and workflows for the purpose of developing the Customer Application.
 - v. Development, testing, and refinement of the Customer Application using the Rapport Service.
 - vi. Any other use of the Rapport Service that is reasonably related to the research, development, and creation of the Customer Application.
- t. ****Documentation**** – The supporting information which helps the Customer utilise the Rapport Service in the Customer Application.
- u. ****TTS**** (Text-to-Speech) - Technology that converts written text into spoken voice output.
- v. ****STT**** (Speech-to-Text) - Technology that converts spoken voice input into written text. Also referred to as ASR.
- w. ****Conversational AI**** - Artificial intelligence technologies that enable natural language interactions between humans and computing devices through voice commands, text conversations, or other interfaces. Conversational AI systems can interpret human inputs, determine appropriate responses, and communicate those responses in a human-like manner.
- x. "Third-Party Packages" - Certain text-to-speech (TTS), speech-to-text (STT), and conversational AI software packages and other services provided by third-party vendors, as listed in Schedule 2 (Third-Party Packages), to which the Licensor will provide the Customer access subject to the terms and conditions of this Agreement and the applicable third-party terms.

- y. ****Third-Party Credentials**** - The accounts, credentials, and access permissions required for the Customer to access and utilise the Third-Party Packages. These will be provided by the Licensor to the Customer.
- z. ****Personal Data**** - Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- aa. ****Character Files**** - The digital models, including but not limited to 3D models, textures, rigging, 2D previews, and associated animation files, that are used by the Rapport Service to generate and animate interactive characters.
- bb. ****Customer Character Files**** - Bespoke or customized Character Files that are generated, modified, or created by the Customer.

2. License

- a. License to Use
 - i. Licensor grants a non-exclusive, non-transferrable, limited License to the Customer and End User to use the Rapport Service.
 - ii. The Customer and End User grant Licensor the right to collect, analyse and use data and metadata for the purpose of maintaining and operating the Rapport Service.
 - iii. The Customer shall make reference to the Licence granted in 2(a)ii in the EULA.
- b. License Restrictions
 - i. The license granted in 2(a)(i) does not permit the Customer or End User to:
 - 1. Copy, reverse engineer, or make derivative works from the Rapport Service or its Source Code without the express written permission of Licensor.
 - 2. Sublicense the Rapport Service in any way.
 - 3. Use the Rapport Service in any way to support or promote any service which are in any way competitive to the Licensor.
 - 4. Use the Rapport Service without the appropriate level of attribution.
 - 5. Disrupt the operation of the Rapport Service for other Customers and End Users.
 - 6. Disclose or publish any results from any test of the Rapport Service without the express written permission of Licensor.

7. Violate any law, regulation or statute.
 8. Use the Rapport Service in any way that infringes the Intellectual Property Rights of any third party, including, but not limited to the use of unlicensed assets such as Character Files, voices, or digital scenes.
 9. Use the Rapport Service for any Purpose other than that which is covered by this Agreement and any associated Commercial Terms.
 10. Distribute the Rapport Service as Open Source Software, or do anything (including, but not limited to, the development of a Customer Application) that in any way would cause any Licensor Proprietary Software to be subject to any Open-Source Software or similar license, without the express written permission of Licensor.
- ii. In addition to the restrictions in 2(b)(i), the license granted shall be immediately terminated if the Licensor determines, in its sole discretion, that the Customer or any End User is using the Rapport Service or any Third-Party Package to post, upload, link to, or otherwise transmit any content that is obscene, offensive, defamatory, threatening, or which otherwise violates the Licensor's policies against offensive or objectionable content as updated from time to time.
 - iii. The Licensor shall have the rights to restrict the Customer's access to the Rapport Service in line with this Agreement and the Commercial Terms.

c. Third-Party Package Access

- i. Subject to the terms of this Agreement and the applicable third-party terms, the Licensor grants the Customer a limited, revocable, non-exclusive, non-transferable right to access and use the Third-Party Packages listed in Schedule 2 solely in connection with the Rapport Service and for the Purpose.
- ii. The Customer's use of the Third-Party Packages shall be subject to the terms set forth in Schedule 2.
- iii. The Licensor may update Schedule 2 from time to time to add, remove, or modify the available Third-Party Packages and their associated terms. Continued use of a Third-Party Package after such changes constitutes acceptance of the updated terms.
- iv. ****Compliance with Third-Party Terms****: The Customer acknowledges that each Third-Party Package is subject to its own terms of use, acceptable use policies, and other legal terms as set forth by the respective third-party provider. The Customer agrees to review, understand, and comply with all applicable third-party terms when using the Third-Party Packages. Any breach of the third-party terms by the Customer shall be considered a breach of this Agreement.
- v. ****Disclaimer of Responsibility****: The Licensor disclaims any and all responsibility or liability for the Customer's misuse of the Third-Party Packages or any breach of the applicable third-party terms by the Customer. The Customer agrees to indemnify, defend, and hold harmless the Licensor from any claims, damages, liabilities, costs, and expenses arising out of or relating to the Customer's use of the Third-Party Packages in violation of the applicable

third-party terms.

d. Personal Data

- i. Other than as expressly stated in this Agreement, the Customer will have control over any and all Personal Data that the Customer and End User uploads through the Customer Application.
- ii. ****No Licensor Access to End User Personal Data****: The Licensor will not have access to or visibility over any Personal Data of End Users processed through the Customer's use of the Rapport Service or any Third-Party Package. The Customer is solely responsible for ensuring that its use of the Rapport Service and any Third-Party Package complies with all applicable data protection laws and regulations.
- iii. ****Customer Responsibility for Personal Data Rights****: If the Customer wishes to use or process any Personal Data of End Users in connection with the Rapport Service or any Third-Party Package, the Customer is solely responsible for obtaining all necessary rights, permissions, and consents from the End Users, and for ensuring that such use or processing complies with all applicable data protection laws and regulations.
- iv. ****Customer Indemnification for Personal Data Use****: The Customer shall indemnify and hold harmless the Licensor from any and all claims, damages, liabilities, costs, and expenses arising out of or relating to the Customer's use or processing of End User Personal Data in connection with the Rapport Service or any Third-Party Package.
- v. ****Licensor's Use of Customer Personal Data****: The Licensor shall only use the Customer's Personal Data for the purpose of fulfilling its obligations under this Agreement and providing the Rapport Service and access to Third-Party Packages to the Customer. The Licensor shall not use the Customer's Personal Data for any other purpose without the Customer's explicit consent.
- vi. ****Prohibition on Use of Personal Data for Model Training****: The Licensor shall not use any Personal Data provided by the Customer or collected in connection with the Customer's use of the Rapport Service or any Third-Party Package to train machine learning models, unless the Customer provides explicit, informed consent for such use.
- vii. ****Consent for Marketing Use of Personal Data****: The Licensor shall obtain the Customer's explicit, informed, and freely given consent before using any of the Customer's Personal Data for marketing or promotional purposes, including but not limited to sending marketing emails, targeted advertising, or sharing the data with third parties for marketing purposes. The Customer shall have the right to withdraw such consent at any time.

e. Reservation of Rights

- i. Customer and End User acknowledge and agree that except for the rights and licenses expressly granted to Customer and End User in this Agreement, Licensor shall retain all right, title and interest in and to the Licensor Proprietary Materials and any derivatives, modifications or improvements of the foregoing; and, nothing contained in this Agreement shall be construed as conferring upon Customer and/or End User by implication, operation of law, estoppel, or otherwise, any other license or right.

3. Licensor Rights and Obligations

- a. Delivery
 - i. Subject to the terms and conditions of this agreement and payment of any applicable Fees, Licensor shall provide the Customer and End Users access to the Rapport Service.
- b. Suspension of Use
 - i. Licensor shall retain the right to suspend access to any End User if there is a suspicion that the terms of use are being breached.
- c. Use of Customer Content
 - i. The Rapport Service may require specific access rights or integrations to operate using the Customer Conversational AI and/or the Customer Character Files. The Licensor will not use these specific access rights or other integration to access the Customer Conversational AI or Customer Character Files other than with the express permission of the Customer.

4. Customer Rights and Obligations

- a. End User Service
 - i. Except as expressly stated in this agreement, the Customer shall be responsible for all aspects of service, support and communication with the End User..
- b. Compliance with all applicable laws and regulations
 - i. The Customer shall comply with all laws and regulations which may apply to the Customer Application.
- c. Notification of End User misconduct
 - i. The Customer shall notify the Licensor within 24 hours upon becoming aware of any End User either breaching the terms of this Agreement or otherwise misusing the Rapport Service in any way.
- d. End User Consents
 - i. Customer hereby represents and warrants that, prior to transmitting End User Data and Call Data using the Rapport Service, it will provide all reasonably necessary disclosures and/or obtain all reasonably necessary consents from each End User regarding the intended disclosures and uses of the End User Data.
- e. Proper Implementation
 - i. Customer shall ensure that at all times during the term of this Agreement, Customer's installation, configuration, and use of Rapport Service shall (i) conform to specifications

set forth in the applicable Services Documentation, (ii) comply with all applicable laws and regulations, and (iii) comply with all license and use restrictions with respect to any third party software or such as Character Files, voices, or digital scenes used by, or incorporated into, the Rapport Service.

f. Security Measures

- i. Customer shall maintain and adhere to all commercially reasonable security measures to protect the Rapport Service and the Customer Application and the data contained therein from unauthorized control, tampering, or any other unauthorized access, including, without limitation, compliance with applicable laws.

g. Intellectual Property Rights

- i. The Customer acknowledges that all Intellectual Property Rights in the Rapport Service belong and shall belong to the Licensor, and the Customer and End Users shall have no rights in or to the Rapport Service other than the right to use it in accordance with the terms of this Agreement.

h. **Authority to Enter Agreement**

- i. If the Customer is a legal entity, the individual accepting this Agreement on behalf of the Customer represents and warrants that they have the legal authority to bind the Customer to this Agreement.
- ii. If the individual accepting this Agreement does not have the legal authority to bind the Customer, then they must not accept the Agreement or use the Rapport Service.

i. **Accuracy of Information**

- i. The Customer represents and warrants that all information provided to the Licensor in connection with this Agreement, including but not limited to account registration information, contact details, and billing information, is true, accurate, and complete.
- ii. The Customer shall promptly notify the Licensor of any changes to such information.
- iii. The Licensor reserves the right to suspend or terminate the Customer's access to the Rapport Service if it discovers that any information provided by the Customer is false, inaccurate, or incomplete.

5. Fees

- a. Fees for the Rapport Services shall be as set out in the Commercial Terms (Schedule 1), unless otherwise agreed in writing by the Parties.
- b. The Customer shall:
 - i. Pay the amounts agreed in the Commercial Terms within the timeframe agreed in the Commercial Terms.
 - ii. Account for and pay any local sales taxes which may be due.

- iii. Request any upgrade, downgrade, or cancellation in the level of access to the Rapport Service in advance of the relevant payment date.
- c. The Licensor has the right to cancel the Customer's access to the Rapport Service if Fees are not paid in line with the Commercial Terms.
- d. No refunds shall be given in respect of the Rapport Service.
- e. All correspondence and invoices regarding Fees shall be sent by email, unless specifically agreed in the Commercial Terms.

6. Terms of Use

- a. Presentation by Licensor
 - i. The Rapport Service is provided on an As Is basis, and it is in substantial conformance with the specifications set forth in the applicable Documentation. Licensor may amend the Rapport Service from time to time at Licensor own discretion.
 - ii. Licensor warrants that to the best of it's knowledge there are no outstanding claims against it relating to the use of the Intellectual Property in the Rapport Service.
 - iii. If the Rapport Service is not in conformance with the obligations in 6(a)(i) then Licensor will, at Licensor discretion, either (i) make commercially reasonable efforts to remedy the issue, or (ii) refund any pre-paid Fees received from the Customer covering the remainder of the then-current term dating from the Customer's notice of such non-conformance. THE REMEDY STATED IN THIS PARAGRAPH, CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LICENSOR'S ENTIRE LIABILITY UNDER SECTIONS 6(a) OF THIS AGREEMENT.
 - iv. The End User shall have no recourse to the Licensor in respect of conformance with the Documentation, and should address any claims around non-conformance of the Customer Application to the Customer.
- b. Appropriate Use
 - i. The Customer and End User agree that at all times their use of the Rapport Service will:
 - 1. Conform to the specifications and guidance provided by Licensor and presented in the Documentation.
 - 2. Comply with all applicable laws and regulations.
 - 3. Comply with all license terms and restrictions with respect to any third-party software used in the Customer Application or in any other use of the Rapport Service.
 - ii. The Customer warrants that it will obtain all relevant and necessary consents from the End User and make all relevant and necessary disclosures to the End User regarding the intended use and disclosure of End User Data before collecting and storing any End User Data.

- iii. The Customer will maintain and adhere to all commercially reasonable security measures to protect the Rapport Service and to protect the End User Data.
- c. Disclaimer
 - i. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE RAPPORT SERVICE PROVIDED HEREUNDER BY LICENSOR IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT THE RAPPORT SERVICE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. THIS DISCLAIMER OF WARRANTY EXTENDS TO CUSTOMER AND END USERS OF CUSTOMER'S PRODUCTS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDES A DISCLAIMER OF THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- d. Offensive or Objectionable Content
 - i. The Customer and End Users shall not use the Rapport Service, any Third-Party Package, or Licensor's systems to post, upload, link to, or otherwise transmit any content that is obscene, offensive, defamatory, threatening, or that otherwise violates the Licensor's policies against offensive or objectionable content as determined by the Licensor and updated from time to time.
 - ii. The Licensor's current policy against offensive or objectionable content is set forth in Schedule 3. The Licensor reserves the right to update or modify this policy at any time.
 - iii. If the Licensor determines that the Customer or any End User has posted or transmitted offensive or objectionable content, the Licensor may immediately terminate this Agreement, the license granted herein, and access to the Rapport Service and Third-Party Packages.

7. Limitation of Liability

- a. Indemnification
 - i. Customer will defend and indemnify the Licensor against any claim arising from any End User or other Third Party in relation to the Customers offering, operation, or use of the Rapport Service or the End Users use of the Rapport Service in either the Customer Application or any other use cases.
 - ii. Customer will defend and indemnify the Licensor against any claim arising from the Customer's breach of any representation, warranty, or obligation of the Customer under this Agreement.
 - iii. Customer will defend and indemnify the Licensor against any claim arising from the Customer's gross negligence or wilful misconduct.
- b. Liability Cap

- i. IN NO EVENT WILL LICENSOR BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (II) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID OR PAYABLE TO THE LICENSOR HEREUNDER DURING THE SIX MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

8. Term and Termination

- a. This agreement shall commence from 00:01 GMT on the date that the Customer receives access to the Rapport Service by way of creating a user account.
- b. Licensor may terminate this agreement at any time, without giving any reason.
- c. Certain terms, including sections 3, 4, and 7 shall survive the termination of this agreement.
- d. Effect of Termination
 - i. Upon expiration or termination of this Agreement, all licenses granted to the Customer shall expire. Customer shall discontinue the provision of the Customer Application to all End Users at this time.
 - ii. Should the Customer develop a separate application which performs a similar function to the Customer Application, but does not use the Rapport Service, the Customer shall provide the Licensor with sufficient evidence to demonstrate that there has been no infringement of the Licensor's Intellectual Property Rights in developing the new application.
- e. Effect of Termination on Third-Party Packages
 - i. Upon expiration or termination of this Agreement, the Customer's right to access and use the Third-Party Packages as part of the Rapport Service shall immediately terminate.
 - ii. The Customer shall be responsible for exporting or retrieving any Customer data or content from the Third-Party Packages prior to termination, subject to the terms and capabilities of each Third-Party Package.

9. Other Matters

- a. WAIVER

- i. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

b. REMEDIES

- i. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

c. ENTIRE AGREEMENT

- i. This Agreement, the Commercial Terms, and any Schedules and documents annexed as appendices to either the Agreement or the Commercial Terms or otherwise referred to herein contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- ii. Each Party acknowledges that, in entering into this licence, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a Party to this licence or not) (Representation) other than as expressly set out in this Agreement.
- iii. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this licence.
- iv. Nothing in this clause shall limit or exclude any liability for fraud.

d. VARIATION

- i. No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

e. SEVERANCE

- i. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- ii. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

f. THIRD-PARTY RIGHTS

- i. A person who is not a party to this agreement shall not have any rights to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available.

g. NO PARTNERSHIP OR AGENCY

- i. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- ii. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

h. FORCE MAJEURE

- i. No Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

i. **Notices**

- i. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") shall be in writing and addressed to the parties at the email addresses set forth on the first page of this Agreement (or to such other email address that may be designated by the receiving party from time to time in accordance with this section).
- ii. All Notices shall be delivered by email. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 9i.
- iii. Notices sent via email shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgement).
- iv. If a Notice is sent via email, the sending party must specify in the subject line that the email contains a legal notice under this Agreement.
- v. Notwithstanding the foregoing, Notices regarding termination, breach, indemnification, or other legal claims may also be sent by other methods as required by law in addition to email.

j. GOVERNING LAW AND JURISDICTION

- i. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- ii. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or

its subject matter or formation (including non-contractual disputes or claims).

k. ****Class Action Waiver****

- i. To the fullest extent permitted by applicable law, the Parties agree that any disputes, claims, or controversies arising out of or relating to this Agreement shall be brought solely in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding.
- ii. The Parties hereby waive any right to pursue or participate in any class action against the other party, whether in court or through arbitration proceedings, relating to any disputes, claims, or controversies arising out of or relating to this Agreement.
- iii. If any court or arbitrator determines that the class action waiver set forth in this Section 9(k) is void or unenforceable for any reason or that an arbitration can proceed as a class action, then the arbitration provision set forth in Section [X] shall be deemed null and void in its entirety and the Parties shall be deemed to have not agreed to arbitrate disputes.
- iv. This class action waiver shall apply to the fullest extent permitted by law, and shall remain in force even if the Parties agree to sever or strike any other provision of this Agreement.

10. Acceptance of Terms

- a. By clicking "Sign In" or a similar affirmative button, checkbox or other user interface element when presented with these Terms and Conditions of Service, the Customer agrees to be legally bound by these terms.
- b. Such acceptance shall have the same force and effect as a hand-written signature and indicates the Customer's explicit acceptance of and agreement to be bound by these Terms and Conditions of Service.
- c. If the Customer does not accept these terms, the Customer must not access or use the Rapport Service.

Schedule 1 – Default Commercial Terms

1. Pricing Plans

The Licensor offers the following pricing plans for access to the Rapport Service:

a. Trial

- Free for 14 days
- 50 minutes of AI-powered avatar end-user conversation sessions
- Reports
- 1 creator
- 1 workspace (unlimited projects)
- Choose character from a range of styles, from hyper-realistic to stylized
- 100+ language and dialect options
- Upload your own background
- Access to LLMs
- Customer support limited to documentation

b. Pro

- \$19/month (Effective rate: \$0.19/m & Usage over limit billed at \$0.21/min)
- 100 minutes of AI-powered avatar end-user conversation sessions
- Everything in a. Trial
- 4 additional workspaces (unlimited projects)
- Email support

c. Business

- \$99/month (Effective rate: \$0.19/m & Usage over limit billed at \$0.21/min)
- 500 minutes of AI-powered avatar end-user conversation sessions
- Everything in b. Pro
- 2 additional creators
- Unlimited workspaces
- Upload your own character functionality
- Remove Rapport branding
- Priority chat/email/phone support
- Role-based control

d. Enterprise

- Bespoke pricing negotiated between Licensor and Customer
- Unlimited minutes of AI-powered avatar end-user conversation sessions

- Everything in c. Business
- Unlimited creators
- Access to professional services (creative, technical)
- Prompt engineering support
- Customized project configurations
- Custom branding
- Custom reporting
- Support for compliance, GDPR
- Dedicated CSM
- Implementation support services
- On-prem hosting / private cloud hosting (Rapport in a Box)
- Governed by a separate set of Commercial Terms in a Custom Agreement

2. Pricing Plans

a. Trial Tier

- No payment required

b. Subscription Tier

- Subscription invoice issued for each calendar month
- Overage usage fees invoiced monthly in arrears based on actual usage
- Payment made by pre-authorized credit card

c. Enterprise Tier

- Payment terms per the negotiated Custom Agreement

3. Other Terms

a. Customers may upgrade to Pro or Business Tier at any time.

b. Enterprise Tier pricing provides fully customized options including minimum commitments, bundles pricing, etc as agreed.

c. Licensor may update these Commercial Terms from time to time with 30 days notice. Any increase in unit pricing will be communicated to Customers by email.

d. Any promotions or discounted rates that may be applicable to certain accounts shall be confirmed by email, and that email will have the effect of varying these Commercial Terms.

Schedule 2– Third-Party Packages and Credentials

This Schedule 2 lists the Third-Party Packages that are available to the Customer under this Agreement, subject to the terms and conditions herein. The Licensor may update this Schedule from time to time to add, remove, or modify the Third-Party Packages and their associated terms.

Package Name	Package Type	Option to use own credentials
Gemini	Conversational AI	Yes
GPTChat	Conversational AI	Yes
Groq	Conversational AI	Yes
AWS Transcribe	STT	Yes
Google	STT	Yes
Azure	STT	Yes
Whisper	STT	Yes
Speechmatics	STT	Yes
AWS Polly	TTS	Yes
Google	TTS	Yes
Azure	TTS	Yes
Elevenlabs	TTS	Yes

Terms of Use

The Customer's use of each Third-Party Package is subject to the terms of use, acceptable use policies, and other legal terms specified by the respective third-party provider. By using a Third-Party Package, the Customer agrees to comply with and be bound by the applicable third-party terms.

Licensor's Role

The Licensor's role with respect to the Third-Party Packages is limited to providing the Customer with access to these Packages. The Licensor is not responsible for the functionality, availability, or any other aspect of the Third-Party Packages. Any issues or disputes relating to a Third-Party Package should be directed to the respective third-party provider.

Changes to Third-Party Packages

The Licensor reserves the right to add, remove, or modify the Third-Party Packages and their associated terms at any time. The Licensor will provide the Customer with reasonable notice of any material changes. Continued use of a Third-Party Package after such changes constitutes acceptance of the updated terms.

Schedule 3– Policy Against Offensive or Objectionable Content

The Licensor is committed to providing a safe, inclusive, and respectful environment for all users of the Rapport Service and associated Third-Party Packages. As such, the Licensor strictly prohibits the posting, uploading, linking to, or transmission of any content that falls into the following categories:

1. ****Hateful or Discriminatory Content****: Any content that promotes hate, discrimination, or violence against individuals or groups based on race, ethnicity, national origin, religion, disability, disease, age, sexual orientation, gender, or gender identity. This includes hate speech, derogatory slurs, and other forms of bigotry.
2. ****Sexually Explicit Content****: Pornography and other sexually explicit content, including graphic depictions of sexual acts, nudity, or sexual violence. This also includes content that promotes or glorifies sexual violence, non-consensual acts, or the exploitation of minors.
3. ****Graphic Violence and Gore****: Graphic depictions of violence, gore, or serious physical harm, including extreme or gratuitous portrayals of death, injury, or torture. This includes both real and simulated content.
4. ****Shocking or Traumatic Content****: Material that is intensely shocking, disturbing, or traumatic, such as graphic images of accidents, crime scenes, or medical conditions. This also includes content that mocks or trivializes tragic events or the suffering of others.
5. ****Incitement to Physical Harm****: Any content that encourages, glorifies, incites, or calls for violence or physical harm against an individual, group, or animal. This includes content that promotes self-harm or suicide.
6. ****Mental Health Risks****: Content that could cause mental health issues, such as extremely distressing or traumatic content, content promoting eating disorders, or content that trivializes serious mental health issues.
7. ****Interference with Political or Judicial Processes****: Content that could negatively impact the integrity of political or judicial processes, such as material that suppresses voter turnout, misleads voters, or undermines public confidence in civic institutions without factual basis.
8. ****Harm to Minors****: Any content that exploits, endangers, or inappropriately targets children and minors. This includes not only directly explicit content, but also content that could be used to groom or manipulate minors.
9. ****Other Objectionable Content****: Any other material that is obscene, defamatory, constitutes harassment, violates intellectual property rights, invades privacy, or is otherwise unlawful or objectionable as reasonably determined by the Licensor.

The Licensor reserves the right to review and investigate any content suspected of violating this Policy. Confirmed violations will lead to immediate termination of the Agreement, license, and all access to the Rapport Service and Third-Party Packages.

This Policy may be updated from time to time at the sole discretion of the Licensor to address new and evolving types of objectionable content. Continued use of the Rapport Service and Third-Party Packages after any such updates constitutes acceptance of the revised Policy.