

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Services (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and Parsegon, Inc. (“Company” or “we” or “us”) concerning your use of (including any access to) the Parsegon site currently located at <https://parsegon.com/> (the “Site”), (the Site together with all services and materials (including Simulations and Simulation Templates (as defined below)) available through the Site, and any successor Site or services(s), the “Services”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Services, or otherwise made available to you by Company.

BY USING THE SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN ADMINISTRATOR (AS DEFINED BELOW) OR OTHER INDIVIDUAL ACCESSING OR USING THE SERVICES ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both the individual using the Services and to any such Organization.

1.Changes. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Services. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Services following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via any third-party links); charge, modify or waive any fees required to use the Services; or offer opportunities to some or all of users of the Services.

2.Key Terms.

“Account” means the non-public web page located on the Site where an Administrator, on behalf of the Organization, can create and modify Simulations and publish Simulations for use by Authorized Users of the Organization through a unique link sent to each such Authorized User by the Administrator.

“Administrator” means an individual employed by the Organization who is responsible for managing the Account and Simulations on behalf of the Organization.

“Authorized User(s)” means the Organization’s employees or contractors who have been authorized by the Organization through the Administrator to access and use a Simulation associated with the Administrator’s Account through a link generated by the Administrator, in accordance with this Agreement, Authorized Users must have consented to the terms and conditions of this Agreement, and the Organization shall remain responsible for the acts and omissions of its Authorized Users. An individual

ceases to be an Authorized User if that individual is no longer an employee or contractor of the Organization or authorized by the Organization to access and use a Simulation.

“Seat(s)” means the number of Authorized Users that have been designated by and paid for by the Organization hereunder.

“Simulation(s)” means a simulated conversation used for automated roleplay training, including one or more question prompts and associated conditional response rules, contextual triggers and/or response hints.

“Simulation Template(s)” means the Company’s template Simulations (including pre-populated scripts for Simulations) that may be provided by the Company to the Organization hereunder, subject to the terms and conditions of this Agreement.

“Territory” means the United States, its territories and possessions.

3.Registration; User Names and Passwords. To use the Services, the Administrator must register for an Account for the Organization. We may reject, or require that the Administrator change, any user name, password or other information that the Administrator provides to us in registering for an Account. The Administrator user name and password are for the Organization’s use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of the user name or password, and you must promptly notify us of any confidentiality breach or unauthorized disclosure or use of your user name or password, or your use of the Services and Account. In consideration of use of the Services, the Administrator agrees to: (a) provide true, accurate, current and complete information about the Administrator and the Organization as prompted by the Services’ registration form; and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. We assume no duty to verify such information. If the Administrator provides any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate the Account and refuse any and all current or future use of the Services (or any portion thereof).

4.Free Trial. We may, in our sole discretion, make available the Services and an Account to the Organization at no charge for a limited trial period (“Free Trial”). In connection with the Free Trial, we may offer select features and functionality of the Services, including providing Administrator with a limited number of Seats for Authorized Users or Simulations (as determined by Company) to use in connection with the Account. We reserve the right to modify or make any other changes to, or discontinue, temporarily or permanently the Free Trial without notice, at any time and at our sole discretion. You agree that we are not liable to you or to any third party for any modification, suspension, or discontinuance of the Free Trial. At the end of the Free Trial, the Services are automatically suspended. To continue using the Services after the Free Trial, you must register for an Account.

5.Simulation Access. Subject to the terms and conditions of this Agreement, the Company grants to the Organization a non-exclusive, non-transferable, non-assignable, and limited right and license, during the term of this Agreement and solely in the Territory, to (a) use the Services to create, modify, manage and access Simulations; and (b) permit Authorized Users to access and use Simulations through the Services solely for the purpose of training Authorized Users. Access to and use of the Simulations is limited to the number of Seat(s) that the Organization has licensed from us. In the event we become aware that the number of individuals accessing or using the Simulations is greater than the number of licensed Seat(s), we reserve the right, in our sole discretion and without prejudice to any other rights and remedies, to suspend the Organization’s and/or individual Authorized Users’ access to and use of all or part of the Services, to terminate this Agreement, or to increase the fees charged to the Organization hereunder

based on the suspected number of Authorized Users accessing or using Simulations in connection with the Organization's Account.

6.Fees and Payment. In consideration for the Organization's access to and use of the Services, the Organization will pay to Company all fees set forth in invoices issued by the Company, based on the applicable number of Seats and the term (e.g., monthly, annually, etc.) of the license for such Seats (the "Subscription Period"), within thirty (30) days of invoice date. We may also charge you fees in connection with consulting services or on-boarding services that we provide to you, provided that such consulting and/or on-boarding services will be subject to a separate agreement. In addition, the Organization is responsible for any applicable taxes. The Organization's payment obligations are non-cancelable and any fees paid by the Organization are non-refundable. If the Subscription Period is recurring, the Organization may reduce the number of Seats licensed by the Organization by notifying us, in writing, not less than fifteen (15) days prior to the expiration of the then-current Subscription Period. If Organization does not pay the amounts specified on an invoice within thirty (30) days of the invoice date, we may, in our sole discretion and without prejudice to any other rights and remedies, suspend your access to all or part of the Services or terminate this Agreement.

7.Information Submitted to Us. You represent, warrant and covenant that any data or information that you provide to us, including any Submissions (defined below) in connection with the Services is and will remain accurate and complete, and that you will maintain and update such information as needed.

8.Jurisdictional Issues. The Services are controlled or operated (or both) from the United States and are not intended to subject Company to any non-U.S. jurisdiction or law. The Services may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Services' availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

9.Rules of Conduct/ Use Restrictions. In connection with the Services, you in your capacity as the Organization, the Administrator or an Authorized User shall not, and the Organization shall not allow, Authorized Users and/or the Administrator to:

- Post, transmit or otherwise make available any Submissions (as defined below) that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, profane, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through Submissions (as defined below) any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Services for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Services.

- Interfere with or disrupt the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Services.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services (including Simulation Templates) except as expressly authorized herein, without Company's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Services, including Simulation Templates, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Services and Simulation Templates.
- Frame or mirror any portion of the Services (including any Simulation Templates), or otherwise incorporate any portion of the Services (including any Simulation Templates) into any product or service, without Company's express prior written consent.
- Systematically download and store content from the Services.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content or reproduce or circumvent the navigational structure or presentation of the Site, without Company's express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Services.

10.Submissions. Administrator may use the Services to create custom Simulations, including by uploading Organization logos, by uploading voice recordings or by creating and providing a text script of a custom Simulation for use by the Organization only, through the Account (each, a "Custom Simulation"). Authorized Users may use the Services solely to interact with Simulations by providing voice responses or text input, such as notes, to Simulations (each, a "Response" and together with Custom Simulations, "Submissions"). Notwithstanding the foregoing, Custom Simulations and Responses expressly exclude any Company technology, Simulation Templates or any other Company intellectual property, even if used to create such Custom Simulations or Responses. Company has no control over and is not responsible for any use or misuse (including any distribution) of Submissions. IF YOU CHOOSE TO MAKE ANY OF PERSONALLY IDENTIFIABLE OR OTHER INFORMATION AVAILABLE THROUGH THE SERVICES, INCLUDING THROUGH A SUBMISSION, YOU DO SO AT YOUR OWN RISK. If you are an Organization, you represent, warrant and covenant that you (i) have all rights necessary to create and use Custom Simulations, and to grant to us the right to access and use Custom Simulations, and (ii) have obtained the consents from, and have provided all appropriate notices to, Authorized Users to have Simulations recorded (including any Responses thereto) and to have those recordings used for purposes of this Agreement and to provide the Services, improve the Services (including in connection with training any of Company's algorithms) and provide technical or commercial insights to Company's customers using anonymized or transcribed versions of the recordings. If you are an Authorized User, you consent to us recording Simulations that you access through the Services (including your Responses) and to use those recordings for purposes of this

Agreement and to improve the Services, including the Company's related services and features. You also consent to our use of Responses to verify your compliance with the terms and conditions of this Agreement, including the Seat restrictions in this Agreement.

11. License to Submissions. For purposes of clarity, you retain ownership of any Submissions created or provided by or on your behalf, except to the extent that a Submission is based on, incorporates elements of, or otherwise uses a Simulation Template or any other of Company's intellectual property. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, for the purpose of providing the Services, verifying your compliance with the terms and conditions of this Agreement, improving our Services (including to train any of our algorithms) and providing technical or commercial insights to our other customers using anonymized or transcribed versions of your Submissions.

In addition, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Services or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Services, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

12. Monitoring. We reserve the right (but have no obligation) to monitor, scan, intercept, review, analyze, store, transcribe, alter or remove any information (including Submissions or any messages, information, content or other materials sent to you, or received by you, in connection with the Services or their features or functionalities), at any time, including while it is in transit, and before and after it is stored or made available through the Services, and to monitor, review or analyze your access to or use of the Services, in each case by manual, automated or other means, and in each case for any purpose, including such purposes as may be described in the Privacy Policy.

13. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Services, you may view one (1) copy of any portion of the Services per Seat that Organization purchased and to which we provide you access under this Agreement.

14. Company's Proprietary Rights. We and our suppliers own the Services (including the Simulation Templates) which are protected by proprietary rights and laws. Our trade names, trademarks and service marks include PARSEGON and any associated logos. All trade names, trademarks, service marks and logos on the Services not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

15. Third Party Materials; Links. Certain Services functionality may make available access to information, products, services and other materials made available by third parties, including Submissions (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Services at any time. In addition, the availability of any Third Party Materials through the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

16. Your Warranties. You represent and warrant at all times throughout your use of the Services that: (i) you have full authority to agree to this Agreement, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents you from fulfilling your obligations under this Agreement; (ii) you are and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to your use of the Services; and (iii) your, in your capacity as an Authorized User, use of the Services has not been previously blocked, suspended or terminated.

17. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services are or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, you must contact us at team@parsegon.com with a description of such alteration and its location on the Site.

18. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SERVICES; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE (A) TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO USE THE SERVICES FOR THE TWELVE (12) MONTHS PRIOR TO THE FIRST SUCH DAMAGE, LOSS OR CAUSE OF ACTION, OR (B) ONE HUNDRED DOLLARS (\$100). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE LIABILITY CAP SET FORTH HEREIN SHALL APPLY COLLECTIVELY TO THE ORGANIZATION, THE ADMINISTRATOR AND ALL AUTHORIZED USERS.

19. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Services (including all Submissions); and (b) any violation or alleged violation of this Agreement by you.

20. Term and Termination. This Agreement is effective until terminated. Company may terminate or suspend your use of the Services (including terminating or suspending use of the Services for a particular Authorized User) at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Services will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete Administrator's user name, password and Account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2, 7, 10-11, and 14-23 shall survive any expiration or termination of this Agreement.

21. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan in the City of New York, New York, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts.

22. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your

rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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