

END USER LICENCE AGREEMENT

This End User Licence Agreement (“EULA”) is between the entity that enters into an Order for the Products, whether directly with Rasa or through AWS Marketplace (“Customer”), and the Rasa Entity determined in accordance with Section 1.20 (“Rasa”).

Unless the applicable Order specifies a different effective date, this EULA becomes effective on the date Customer accepts its first Order, whether directly with Rasa or through AWS Marketplace (the “Effective Date”). This EULA will remain in effect until all Orders have expired or been terminated in accordance with this EULA (the “Term”). Questions regarding this EULA may be sent to legal@rasa.com

1. DEFINITIONS

- 1.1. **“Acceptable Use Policy”** means Rasa’s Acceptable Use Policy available at [Acceptable Use Policy](#) as modified from time to time.
- 1.2. **“Affiliates”** 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 a party.
- 1.3. **“Agreement”** means the EULA, the Order, addendum, exhibits and attachments, including, the Data Processing Addendum, the Support and Maintenance Policy, the Acceptable Use Policy, and the [Information Security Policy](#) as modified from time to time in accordance with the Agreement.
- 1.4. **“Authorized User”** means any end user that is authorized by Customer to access and use the Products in accordance with this Agreement.
- 1.5. **“Confidential Information”** means any data disclosed by a party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**), including, without limitation, all computer programs, codes, algorithms, know-how, processes, formulas, marketing plans, strategic plans, and other technical, business, financial and product development data, which the Receiving Party should reasonably know is confidential to the Disclosing Party.
- 1.6. **“Conversational Assistant”** means a machine learning powered text and voice-based assistant which is built, trained, managed, improved, and optimized by Customer in connection with the Products.
- 1.7. **“Customer Input”** means any data, content, or information provided or made available by Customer through the Products, including but not limited to training data (such as intents, utterances, responses, conversation examples, or annotations), message logs, user interactions, and other datasets used by Customer to build, train, manage, optimize, or deploy AI models or Conversational Assistants through the Software. Customer Input explicitly excludes Telemetry Data, Rasa’s pre-existing Intellectual Property, proprietary models, executables, default configurations, software frameworks, or Documentation provided by Rasa.
- 1.8. **“Customer Output”** means (a) any Conversational Assistants, customized conversation flows, training configurations, workflows, and outputs developed using Customer Input and the Products; and (b) any extensions, scripts, or orchestration logic developed by or for Customer, provided they do not include Rasa proprietary code.
- 1.9. **“Customer Systems”** means any information technology infrastructure, systems, networks, environments, software applications, databases, platforms, devices, and related technical information (including but not limited to documentation, access credentials, logs, or configuration data) whether on-premise or cloud-based, that are owned, operated, managed, or otherwise controlled by Customer.
- 1.10. **“Documentation”** means Rasa’s user manuals, handbooks, and installation guides relating to the Software available at <https://www.rasa.com/docs/> that Rasa provides or makes available to Customer, and which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation or use of the Software.
- 1.11. **“Early Release Software”** means any free trial access or licenses, beta or alpha accesses, limited release, pilot, beta and alpha services, non-production release, early access or similar access, evaluation, trial, whether provided free of charge.
- 1.12. **“Export Laws”** means all applicable laws, regulations, and orders relating to the control of imports, exports, re-exports, transfers and use of commodities, software, technical data, and

related property, including the Products and the Documentation, in any relevant jurisdiction. This includes, without limitation: (a) the U.S. Export Administration Regulations of the U.S. Department of Commerce and the International Traffic in Arms Regulations of the U.S. Department of State, and (b) the European Union's export control regulations and the export laws of Germany, including the German Foreign Trade and Payments Act (**Außenwirtschaftsgesetz, AWG**) and the German Export Control Regulations (**Außenwirtschaftsverordnung, AWV**).

- 1.13. "**Losses**" means any claim, damages, costs, expenses, fines, and losses, including reasonable attorneys' fees.
- 1.14. "**Intellectual Property**" means all right, title and interest in and to any and all intellectual and industrial property, including (a) any and all patents and applications, therefore; (b) any and all inventions, trade secrets, designs, methods, processes and know-how; (c) any and all copyrights, copyright registrations and applications, therefore, and all other rights corresponding thereto throughout the world; (d) any and all trade names, corporate names, logos, common law, trademarks, trademark registrations and applications, therefore, and (e) any and all computer programs, applications or software whether in sources, object or executable code, and any proprietary rights in such programs, applications or software, including documentation and other materials or documents related thereto.
- 1.15. "**Maintenance Services**" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Rasa provides to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Versions.
- 1.16. "**New Version**" means any new version of the Software that Rasa may from time to time introduce and market generally as a distinct licensed Product (as may be indicated by Rasa's designation of a new version number) and which Rasa may make available to Customer at an additional cost under a separate written agreement.
- 1.17. "**Order**" means an order form, quote, private offer, procurement document, or other written ordering document that identifies the Products procured by Customer and is accepted by both parties. An Order may be entered into directly between Customer and Rasa or through AWS Marketplace. Where an Order is transacted through AWS Marketplace, the Order includes the applicable Marketplace offer details, pricing, payment schedule, usage or metering dimensions, quantities, Subscription Term, and entitlements accepted by Customer through AWS Marketplace.
- 1.18. "**OSS**" means any software, library or component that is licensed under terms that comply with the Open Source Definition (as published by the Open Source Initiative) or similar licensing models. This includes software made available under licenses such as the MIT License, Apache License, GNU General Public License (each an "OSS Licence"). The OSS Licenses included in the Products are set forth in the AWS Marketplace Product Descriptions.
- 1.19. "**Products**" means any services, products, licenses, or goods, including the Software Services, the Support Services, Maintenance Services and any rights to access and use the Software.
- 1.20. "**Rasa Entity**" means (a) if you are located in the European Union or in the United Kingdom, Rasa Technologies GmbH, with a registered address at Schönhauser Allee 175, 10119 Berlin, Germany; and (b) if you are located elsewhere in the world, Rasa Technologies, Inc., with a registered address at 4 Embarcadero Center, Suite 1400, San Francisco, CA 94111-4164, USA.
- 1.21. "**Software**" means the object-code version of each Rasa proprietary software product licensed to Customer under an Order, together with any updates, upgrades, error corrections, or other software modifications provided by Rasa as part of the Maintenance Services.
- 1.22. "**Subscription Term**" means the period during which the Support Services are provided, and during which the Software is licensed to Customer as set forth in an Order.
- 1.23. "**Support and Maintenance Policy**" means Rasa's Support and Maintenance Policy available at [Support and Maintenance Policy](#), and referred to in the AWS product description.
- 1.24. "**Software Services**" means the services provided in relation to the Software, as indicated in an Order from time to time, and including the Support Services.
- 1.25. "**Support Services**" means a subscription to provide support services in relation to the Software, as described in the Support and Maintenance Policy.

- 1.26. **"Telemetry Data"** means technical and operational data generated or collected through the installation, configuration, operation, support, security, and use of the Products, including performance, diagnostic, usage, configuration, vulnerability, and security data. Telemetry Data excludes Customer Input, Customer Output, message or conversation content, passwords, access credentials, authentication tokens, cryptographic keys, and other content submitted to or generated through the Products.
- 1.27. **"Third Parties"** means any third-party software, data, content, materials, application, website, technology, service, and product, including those connected or integrated to the Products (an "Integration").

2. SOFTWARE DELIVERY

- 2.1. **Order and Order of Precedence.** Rasa will provide the Products identified in an Order. Each Order is governed by and forms part of this Agreement. In the event of a conflict among the documents forming the Agreement, the following order of precedence will apply: (1) the applicable Order; (2) the Data Processing Addendum in Schedule B, solely with respect to the Processing of Personal Data; (3) this EULA; and (4) the policies incorporated into this Agreement.

Where an Order is transacted through AWS Marketplace, the applicable mandatory AWS Marketplace terms and procedures will control solely with respect to Marketplace billing, collection, payment processing, refunds, metering, cancellation processing, and administration of the Marketplace transaction. AWS Marketplace terms will not modify the parties' respective rights and obligations concerning licensing, Intellectual Property, confidentiality, data protection, warranties, indemnification, or limitation of liability, except to the extent expressly stated in the applicable Order or required for use of AWS Marketplace. Orders entered into directly between Rasa and Customer outside AWS Marketplace will not be subject to AWS Marketplace terms.

- 2.2. **Early Release Software.** Rasa may offer Customer access to Early Release Software. Unless specifically indicated in an Order, the Early Release Software is provided "as is" without warranties of any kind and may be subject to additional terms and conditions as outlined in an Order.
- 2.3. **Third Parties.** The Products may display, include or make available Third Parties, including by way of Integration. Rasa is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Parties. Rasa does not warrant or endorse and does not assume and will not have any liability or responsibility to Customer or any person for the Third Parties.

3. SOFTWARE SERVICES

- 3.1. **Access.** If access to Customer Systems is required for the performance of Software Services by Rasa, Customer agrees to provide Rasa with the necessary access to Customer Systems and its personnel. Customer is responsible for (a) providing such access in a timely manner; (b) monitoring access to Customer Systems; (c) managing permissions and privileges associated with the access granted, including determining the nature and extent of the permissions and privileges required; and (d) removing or disabling any access granted when it is no longer needed. Rasa will ensure that its personnel comply with Customer's applicable policies when accessing Customer Systems.
- 3.2. **Support and Maintenance Services.** Rasa will offer Support Services and Maintenance Services for the applicable Products as outlined in an Order and in accordance with the Support and Maintenance Policy.
- 3.3. **Modifications.** Rasa reserves the right to modify and update the Products at its discretion. Nothing in this Agreement will limit Rasa's right to make changes provided that such changes will not (a) adversely decrease the core functionalities of the Products; (b) result in a breach of this Agreement and (c) compromise the security features of the Software.

4. FEES AND PAYMENT

- 4.1. **Payment Through AWS Marketplace.** Except for amounts expressly agreed to be invoiced directly by Rasa under a separate written Order outside the AWS Marketplace transaction, all fees for the Products will be invoiced and collected by AWS Marketplace in accordance with the applicable Order and the AWS Marketplace terms accepted by Customer. Payment by Customer

to AWS Marketplace will satisfy Customer's corresponding payment obligation to Rasa. Unless otherwise specified in the applicable Order, all fixed or recurring subscription fees will be due and payable annually at the start of each Subscription Term or renewal period.

- 4.2. **Variable Fees.** Customer will pay any usage-based or other variable fees specified in the applicable Order. Unless otherwise specified in the applicable Order, usage-based fees will be calculated monthly in arrears based on usage during the preceding calendar month.

Where the applicable Order is transacted through AWS Marketplace, Rasa may measure the applicable usage and report it through the appropriate AWS Marketplace metering or billing mechanism, and the corresponding fees will be billed through AWS Marketplace in accordance with the applicable Marketplace billing cycle and procedures.

Where the applicable Order is entered into directly between Rasa and Customer outside AWS Marketplace, Rasa may invoice the usage-based fees directly in accordance with the applicable Order. Unless the applicable Order specifies otherwise, Customer will pay each undisputed invoice within 30 days after the invoice date.

Customer will provide Rasa with any usage information reasonably required to verify, calculate, invoice, or report the applicable usage-based fees.

- 4.3. **Taxes and Tariffs.** Fees are exclusive of applicable taxes, tariffs, levies, customs charges, and similar governmental assessments ("Taxes and Tariffs"). To the extent AWS Marketplace is responsible for calculating, collecting, withholding, or remitting Taxes and Tariffs in connection with the transaction, such matters will be handled in accordance with the applicable AWS Marketplace terms. Customer is responsible for Taxes and Tariffs that AWS Marketplace or Rasa is legally required to charge or collect from Customer, except for taxes imposed on Rasa's net income. For amounts properly invoiced directly by Rasa, Customer will provide reasonably requested documentation relating to any required withholding and will pay any additional amounts necessary to ensure that Rasa receives the amount stated in the applicable invoice, except where prohibited by applicable law.
- 4.4. **Billing Disputes and Refunds.** Customer will submit disputes concerning AWS Marketplace invoices, payment processing, or refunds through the procedures made available by AWS Marketplace. Customer must notify Rasa within 30 days after the applicable invoice or charge of any dispute concerning the calculation of fees, usage measurements, or performance of the Products and must provide reasonable details supporting the dispute. Refunds, credits, cancellations, and billing adjustments relating to an AWS Marketplace transaction are subject to the applicable Order, this Agreement, and the applicable AWS Marketplace terms and procedures.
- 4.5. **Late Payment and Suspension.** If Customer fails to pay an undisputed amount when due through AWS Marketplace or under an invoice properly issued by Rasa, Rasa may, after providing reasonable notice where practicable, suspend Customer's access to the affected Products until payment is received. Interest on amounts invoiced directly by Rasa may accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Interest, collection activity, and remedies relating to amounts invoiced by AWS Marketplace will be governed by the applicable AWS Marketplace terms. Rasa will not be liable for Losses resulting from a suspension made in accordance with this Section.
- 4.6. **Price Changes.** Unless otherwise specified in the applicable Order, Rasa may increase the fees applicable to a renewal Subscription Term by providing Customer with at least 60 days' prior written notice. Where the renewal is transacted through AWS Marketplace, Rasa will implement the price increase in accordance with any Marketplace procedure or minimum notice period that AWS requires for that transaction. If Customer does not agree to the increased fees, Customer may elect not to renew the applicable Order in accordance with Section 4.7. Nothing in this Section prevents the parties from agreeing to different pricing or price-adjustment terms in an Order, renewal, amendment, or private agreement.
- 4.7. **Automatic Renewal and Cancellation.** Unless otherwise specified in the applicable Order, the Subscription Term will automatically renew for successive 12-month periods unless either party gives the other at least 60 days' written notice of non-renewal before the end of the then-current Subscription Term.

Where an Order is transacted through AWS Marketplace, automatic renewal will occur only if Customer has selected, enabled, or otherwise accepted automatic renewal through AWS Marketplace, and any renewal or non-renewal will be processed in accordance with the applicable Marketplace procedures. Where an Order is entered into directly between Rasa and Customer outside AWS Marketplace, renewal and non-renewal will be governed exclusively by the applicable Order and this Agreement.

- 4.8. **Right to Audit.** Each party (the “**Auditing Party**”) has the right to audit the other party’s (the “**Audited Party**”) records to ensure compliance with the payment terms, usage metrics and any variable fees specified in the Agreement, provided such audits are reasonably necessary and proportionate. Such audits may be conducted during regular business hours with reasonable advance notice and will not unreasonably interfere with the Audited Party’s business operations. If an audit reveals that Customer has underpaid any amounts due, Customer shall promptly pay the shortfall. If an audit reveals that Customer has overpaid any amounts due, Rasa shall promptly reimburse Customer for the amount overpaid. If the underpayment exceeds 5% of the amounts due for the period audited, Customer shall also reimburse Rasa for the reasonable costs of the audit. If any discrepancies are found, Customer agrees to promptly correct such discrepancies and take any necessary actions to prevent future occurrences.

5. INTELLECTUAL PROPERTY

- 5.1. **Ownership by Rasa.** The Products are Rasa’s Intellectual Property and are owned by Rasa. Except as expressly stated herein, this Agreement does not grant you any Intellectual Property whatsoever in the Products, or otherwise, in Rasa’s marks, trademarks, logos, names, and Intellectual Property. Software is licensed, not sold, to Customer, and all rights not expressly granted herein are reserved by Rasa.
- 5.2. **Telemetry.** Customer authorizes Rasa and its Affiliates and service providers to collect and process Telemetry Data solely to provide, administer, secure, support, maintain, and improve the Products; prevent and investigate fraud, vulnerabilities, and security threats; and generate aggregated and anonymized statistics, analytics, benchmarks, and insights.

Rasa does not acquire ownership of Personal Data contained in Telemetry Data. Telemetry Data that constitutes Personal Data will be processed in accordance with the DPA and Section 6.6.

Rasa may aggregate and anonymize Telemetry Data so that neither Customer, its Affiliates, nor any individual can reasonably be identified. As between the parties, Rasa owns all right, title, and interest in the resulting aggregated and anonymized data and any statistics, analytics, benchmarks, and insights derived from it. Rasa may retain, use, and disclose such aggregated and anonymized data during and after the Term, provided that Rasa does not attempt to re-identify Customer, its Affiliates, or any individual.

- 5.3. **Ownership by Customer.** Customer retains all the right, title and interest in Customer Input and Customer Output. For the avoidance of doubt, all Customer Input and Output remain within Customer’s controlled instance and are not accessed or repurposed by Rasa for any other commercial or research purposes.
- 5.4. **No Model Training.** Rasa does not use customer input for any AI model training. Customer input remains fully isolated and under customer control, including but not limited to training data, Authorized Users inputs, conversation content, or model configurations. The software as provided by Rasa does not contain or include any pre-loaded, third-party, or Rasa-generated training data. All training data used with the Products must be supplied by Customer.
- 5.5. **License Grant and Third-Party Components.** Subject to this Agreement, Rasa hereby grants Customer, for the Subscription Term, a limited, non-exclusive, non-transferable (except as set forth herein), non-sublicensable (except as set forth herein), license to install and use the Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order). The Software, including any third-party software, documentation, interfaces, content, fonts, and any data accompanying this license, are licensed, not sold. Customer may make copies as reasonably required for back-ups, which may only be used to reinstall the Software, and for the use of the Software in compliance with the Agreement.
- 5.6. **OSS License.** The Software may include third-party components that are subject to separate legal notices or governed by other agreements, as detailed in the Documentation. Customer

agrees to comply with all such legal notices and agreements when using third-party components. OSS Licenses are distinct agreements. Customer must agree, accept and comply with the OSS Licenses attached to the OSS (e.g., in the README file), as applicable from time to time. Customer shall not remove or obstruct any attribution notices, or any mentions required by the OSS License.

- 5.7. **Software Restrictions.** Customer will not, and will not allow its Authorized Users to, access or use the Software in a way that results in (a) copying, decompiling, reverse engineering, disassembling, attempting to derive the source code of, decrypting, modifying, or creating derivative works of the Software, or any Products; (b) modifying, adapting, altering, or creating derivative works based on the Software; (c) using the Software to gain unauthorized access to any system, account or network; (d) selling, reselling, licensing, sublicensing, distributing, renting, leasing, or otherwise transfer rights to the Software except as expressly permitted by this Agreement; (e) circumventing, disabling, or otherwise interfering with security-related features of the Software, or features that enforce limitations on the use of the Software; (f) copying the Software except as expressly allowed by Rasa in writing or as permitted by applicable laws.
- 5.8. **Feedback.** If Customer provides suggestions, comments, inputs or other feedback regarding the Products ("**Feedback**"), then Customer hereby grants Rasa a perpetual, irrevocable, royalty-free, non-exclusive, worldwide, sublicensable and transferable license to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback, at Rasa's sole discretion. No compensation will be due to Customer for the Feedback. For the avoidance of doubt, Rasa may use the Feedback to improve Products, conduct research and development, and develop new products and services. Customer retains the right to use and exploit the Feedback for its own purposes, including incorporating the Feedback into its own products and services.

6. CONFIDENTIAL INFORMATION

- 6.1. **Exclusions.** Confidential Information excludes information that: (a) was publicly known before disclosure; (b) becomes publicly known after disclosure without breach; (c) was already in the Receiving Party's possession; (d) is obtained from a third party without breach of confidentiality; or (e) is independently developed without reference to the Confidential Information. Notwithstanding anything to the contrary, Rasa may use general knowledge, skills, and experience gained during the engagement, including information retained in the unaided memory of its representatives.
- 6.2. **Obligations.** The Receiving Party may use or disclose Confidential Information, including trade secrets, only as required to perform its obligations or exercise its rights under this Agreement, and may disclose it to legal and professional advisors under an adequate non-disclosure agreement. If required by law to disclose Confidential Information, the Receiving Party will inform the Disclosing Party promptly and limit disclosure to the required extent. The Receiving Party must protect Confidential Information with the same care it uses for its own, but no less than a reasonable standard of care.
- 6.3. **Deletion.** Upon termination of the Agreement or at the Disclosing Party's request, the Receiving Party will return or securely delete Confidential Information, confirming deletion in writing upon request. The Receiving Party may retain copies for legal compliance or business continuity, ensuring such information is encrypted and deleted without undue delay.
- 6.4. **Information Security.** Rasa will maintain appropriate security measures in accordance with its Information Security Policy to protect Customer Confidential Information. Such measures will be consistent with industry standards and as further detailed in Rasa's Information Security Policy, which is incorporated by reference into this Agreement.
- 6.5. **Data Processing.** Rasa does not host, store, or otherwise process Customer Input or Customer Output during the Subscription Term. All such data remains within Customer's environment and under Customer's control during the Subscription Term.
- 6.6. **Identifiable Telemetry Data.** To the extent that Telemetry Data identifies or can reasonably be used, alone or together with other information, to identify Customer, its Affiliates, an Authorized User, or an individual ("Identifiable Telemetry Data"), Rasa will use such Identifiable Telemetry Data only for the purposes permitted under Section 5.2.

Rasa will treat Identifiable Telemetry Data relating to Customer or its Affiliates as Customer's Confidential Information. To the extent Identifiable Telemetry Data constitutes Personal Data, Rasa will process it in accordance with the DPA.

Rasa may disclose Identifiable Telemetry Data only to its Affiliates and service providers that require access for the purposes permitted under Section 5.2 and that are subject to appropriate confidentiality and data-protection obligations. Rasa will not use Identifiable Telemetry Data to target Customer, its Affiliates, or any individual for advertising or to develop customer-specific commercial intelligence unrelated to the provision, security, support, maintenance, or improvement of the Products.

- 6.7. **Security Incident Notification.** The Receiving Party will notify the Disclosing Party without undue delay upon discovering any Security Incident involving the Disclosing Party's Confidential Information. A "Security Incident" means any unauthorized access or disclosure of such Confidential Information, or a breach of security controls that may reasonably result in such unauthorized activity. The Receiving Party will provide sufficient details to enable the other party to assess the nature and scope of the Security Incident and take appropriate action. Each party will cooperate in good faith to mitigate any potential harm and comply with applicable legal requirements regarding breach notification.

7. REPRESENTATIONS & WARRANTIES

- 7.1. **Mutual.** Each party represents and warrants to the other that (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms, (b) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of the Agreement and (c) it will comply with all applicable laws and regulations in the performance of this Agreement.
- 7.2. **Customer.** Customer represents and warrants that it will use the Products in accordance with the Agreement, including any usage restrictions and license terms. Customer represents and warrants that Customer and Authorized Users will use the Products in compliance with Rasa's Acceptable Use Policy, as updated from time to time, and that Customer will be responsible for any non-compliance with the Acceptable Use Policy by Authorized Users. If Rasa determines that Customer or Authorized Users are in breach of this Section 7.2, Rasa may, at its sole discretion, suspend the right to access and use the Software, and take any other action it deems necessary to protect its rights and interests, including, seeking legal remedies.
- 7.3. **Software.** During the Subscription Term, the Software will be free from viruses, backdoors, and other malicious code and will operate in accordance with the Documentation. If the Software does not conform to this warranty, Customer's sole remedy and Rasa's sole obligation shall be for Rasa to provide Support Services to repair or replace the nonconforming Software, or if Rasa is unable to repair or replace the Software, to terminate the affected Orders, in which case Rasa will refund any fees paid for access and use of the Software in proportion to the time remaining in the Subscription Term.
- 7.4. **Intellectual Property.** Rasa represents and warrants that it has the necessary rights and licenses to provide the Software and that, to the best of Rasa's knowledge, the Software does not infringe any third-party Intellectual Property. If a third-party claim of infringement is made, Rasa may, at its option: (a) modify the Software to be non-infringing; (b) obtain a license for Customer to continue using the Software; or (c) terminate the license for the infringing Software and refund any prepaid fees attributable to the period during which Customer was unable to use the Software due to such claim. This section states the entire liability of Rasa and the sole remedy of Customer for any infringement claim.

8. DISCLAIMERS

- 8.1. **WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED OTHERWISE, THE PRODUCTS AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. THIS INCLUDES, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR NON-INTERFERENCE. RASA DOES NOT WARRANT THAT THE PRODUCTS OR DOCUMENTATION WILL BE UNINTERRUPTED,

ERROR-FREE, OR FREE FROM HARMFUL COMPONENTS; WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR WILL BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE OR SERVICES. RASA MAKES NO COMMITMENT TO CORRECT DEFECTS OR TO MAINTAIN COMPATIBILITY OVER TIME.

- 8.2. **DATA RESPONSIBILITY.** THE PERFORMANCE, ACCURACY, AND EFFECTIVENESS OF ANY AI MODELS TRAINED OR DEPLOYED USING THE SOFTWARE DEPEND PRIMARILY ON CUSTOMER INPUT. CUSTOMERS RETAIN FULL RESPONSIBILITY FOR ALL CUSTOMER INPUT THEY USE WITH THE PRODUCTS, INCLUDING ITS QUALITY, LEGALITY, AND SUITABILITY FOR USE IN TRAINING OR DEPLOYING AI MODELS. CUSTOMERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT ANY DATA USED WITH THE SOFTWARE IS OF SUFFICIENT QUALITY AND LEGALLY COMPLIANT FOR THE INTENDED PURPOSE. RASA DOES NOT HOST OR CONTROL CUSTOMER DATA. CUSTOMER ALSO ACKNOWLEDGES THAT THE BEHAVIOR AND RESPONSES OF THE CONVERSATIONAL ASSISTANT ARE DETERMINED BY THE CONFIGURATION, TRAINING DATA, FLOWS, AND LOGIC PROVIDED BY CUSTOMER. RASA DOES NOT REVIEW OR VALIDATE THE ACCURACY, APPROPRIATENESS, OR OUTCOME OF ANY CONVERSATIONAL ASSISTANT RESPONSES, ACTIONS, OR DECISIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING THE CONVERSATIONAL ASSISTANT'S BEHAVIOR. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RASA DISCLAIMS ANY LIABILITY FOR ERRORS, INACCURACIES, OR LEGAL ISSUES RESULTING FROM CUSTOMER'S USE OF CUSTOMER INPUT OR CUSTOMER OUTPUT.
- 8.3. **THIRD-PARTY INTEGRATION.** THE PRODUCTS MAY INTERACT WITH OR INCORPORATE THIRD-PARTY CONTENT, SOFTWARE, OR SERVICES. RASA DOES NOT CONTROL OR ENDORSE SUCH THIRD-PARTY MATERIALS AND DISCLAIMS ALL LIABILITY RELATING TO THEIR ACCURACY, LEGALITY, OR FUNCTIONALITY.

9. INDEMNIFICATION

- 9.1. **Indemnity by Rasa.** Rasa will defend, indemnify and hold harmless Customer from any third-party Losses arising out of (a) any claim by a third party that the Software infringes on any third-party patent, copyright, or trademark, and (b) Rasa's gross negligence or willful misconduct.
- 9.2. **Exclusions.** Rasa shall have no liability for any claim pursuant to Section 9.1, in the following circumstances: (a) use of the Products for purposes not intended or outside the scope of the license granted to Customer; (b) the use of the Products in combination with Third Parties, if such infringement or misappropriation had not arisen but for such combination; (c) if the Products are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation had not arisen but for the compliance with such designs, requirements or specifications; (d) Customer's failure to use the Products in accordance with instructions provided by Rasa, if the infringement or misappropriation would not have occurred but for such failure; (e) from an unauthorized modification of the Products, where such infringement or misappropriation would not have occurred absent such modifications; and (f) any use of the Software in violation of this Agreement by Customer.
- 9.3. **Indemnity by Customer.** Customer will indemnify, defend and hold harmless Rasa from any third-party Losses arising out of Customer's breach of this Agreement, including, a violation of applicable laws.
- 9.4. **Procedure.** Each party will promptly notify the other party in writing of any claim for which such party believes it is entitled to be indemnified pursuant to this Section 9. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such claim, the Indemnitee shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 9.4 will not

relieve the Indemnitor of its obligations under this Section 9, except to the extent that the Indemnitor can demonstrate that such failure materially prejudiced the defense or settlement of the claim.

10. LIMITATION OF LIABILITY

- 10.1. **Indirect Damages.** Notwithstanding anything to the contrary, to the maximum extent permitted under the laws, and except in case of gross negligence, fraud and willful misconduct, neither party nor their Affiliates, employees, directors, officers, agents, subcontractors, and licensors will be liable for any indirect, consequential, special, or incidental damages, or damages for lost profits, revenues, business interruption, loss of data, corruption of data stored in or in connection with a Product, system reconstruction, loss of business information or reputational damages, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.
- 10.2. **DIRECT DAMAGES.** EXCEPT IN THE CASE OF AN INDEMNIFICATION OBLIGATION PURSUANT TO SECTION 9, AND TO THE MAXIMUM EXTENT PERMITTED UNDER THE LAWS, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED PRODUCTS UNDER THE APPLICABLE ORDER DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHETHER SUCH FEES WERE INVOICED OR COLLECTED BY AWS MARKETPLACE OR DIRECTLY BY RASA. FOR INDEMNIFICATION CLAIMS PURSUANT TO SECTION 9, EACH PARTY'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED TWICE THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED PRODUCTS UNDER THE APPLICABLE ORDER DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHETHER SUCH FEES WERE INVOICED OR COLLECTED BY AWS MARKETPLACE OR DIRECTLY BY RASA. Notwithstanding the foregoing, the limitations in this Section will not apply to Customer's payment obligations, Customer's breach of Section 5.7, or Customer's infringement or misappropriation of Rasa's Intellectual Property.
- 10.3. **Independent Allocation of Risks.** Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the EULA between the parties. This allocation is reflected in the pricing offered by Rasa to Customer and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this EULA. The limitations in the Agreement will apply notwithstanding any failure of essential purpose of any limited remedy in the Agreement.
- 10.4. **Exclusions.** Any limitations in the Agreement will be to the maximum extent possible under applicable law. In certain jurisdictions, such limitations may not apply to moral or bodily damages.

11. TERMINATION

- 11.1. **Material Breach.** Either party may terminate part or all of the Agreement if the other party does not cure its material breach of the Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Notwithstanding Section 11.3, in the event that the Agreement is terminated due to a breach by Customer, all fees due until the end of the Subscription Term, as set forth in the applicable Order(s), will be due immediately.
- 11.2. **Termination for Bankruptcy or Insolvency.** Rasa may terminate the part or all of the Agreement if Customer ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within 120 days, or makes any assignment for the benefit of creditors.
- 11.3. **Impacts.** If this Agreement is terminated for any reason, (a) Customer will pay to Rasa any fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, (c) Customer will discontinue all use of the Products, and (d) Customer will destroy all copies of Software in its possession or control, and will certify such deletion upon request.
- 11.4. **Survival.** Sections 2.2, 5.1 through 5.3, 5.7, 5.8, 6, 8, 9, 10, 11.4, 12, 13, and any other parts of this Agreement which by their nature should survive the Term, will survive the Term.

12. GOVERNING LAWS AND DISPUTE RESOLUTION

- 12.1.**Dispute.** Any controversy or claim arising out of or relating to this Agreement (a "Dispute") will first be attempted to be resolved amicably through good faith negotiations. Either party may initiate negotiations by providing written notice to the other, outlining the nature of the Dispute and the relief sought. Parties will assign representatives with decision-making authority to resolve the Dispute within 30 days.
- 12.2.**Binding Arbitration.** If the Dispute cannot be resolved amicably within 30 days, it will be finally resolved by binding arbitration under the rules of the International Chamber of Commerce (ICC). The arbitration will be conducted in accordance with the ICC Rules of Arbitration then in effect, with a tribunal of a single arbitrator selected by consensus within 30 days, or appointed by the ICC. The arbitration will be conducted in English. The arbitration shall have its seat at the location indicated in Section 12.5. (Governing Laws.)
- 12.3.**Confidentiality and Award.** The arbitration proceedings, including all documents and submissions, will be confidential and not disclosed without the written consent of both parties, except as required by law or to enforce an arbitration award. The award rendered by the arbitration tribunal will be final and binding, and judgment may be entered in any court of competent jurisdiction.
- 12.4.**Injunctive Relief.** Notwithstanding the above, either party may seek injunctive or other equitable relief at any time from any court of competent jurisdiction to prevent or enjoin any actual or threatened violation of this Agreement, including unauthorized use or disclosure of Confidential Information or infringement of Intellectual Property.
- 12.5.**Governing Laws.** The governing law and jurisdiction for any Dispute will be determined based on Customer's location: for the United Kingdom and the European Union, the laws of Germany with jurisdiction in the courts of Berlin and for the rest of the world, the laws of the State of New York with jurisdiction in the courts of New York, New York, USA.

13. GENERAL

- 13.1.**Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding its subject matter. The parties acknowledge that they have not relied on any oral or written representations, warranties, or assurances, except as provided or referred to in the Agreement. Nothing in this Agreement will limit or exclude any liability for fraud.
- 13.2.**U.S. Government Restricted Rights.** The Software is a commercial computer software as defined in 48 C.F.R. § 2.101. If Customer is the U.S. Government or any contractor, Customer will receive only those rights with respect to the Software and Documentation as granted to all other end users under license, in accordance with 48 C.F.R. § 227.7201-227.7204 (for the Department of Defense and their contractors) or 48 C.F.R. § 12.212 (for other U.S. Government licensees and their contractors).
- 13.3.**Waiver.** The waiver of a breach of a provision of this Agreement will not operate as a waiver of any other or subsequent breach. If any part of this Agreement is held to be invalid or unenforceable, that part will be severed, and the rest of the Agreement will stay in force.
- 13.4.**Anti-Corruption.** Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the German Criminal Code (Strafgesetzbuch, StGB), specifically sections 331 to 335b, which deal with bribery and corruption. Neither party has been subject to any investigation or found in breach of these laws. If either party violates these laws, the other party may terminate the Agreement upon written notice.
- 13.5.**Export Control.** Customer will not use or otherwise export or reexport the Products except in compliance with Export Laws. In particular, the Products may not be exported or re-exported (a) into any U.S., German, or other applicable jurisdictions' embargoed countries or (b) to anyone on the U.S. Treasury Department's list, or similar lists, (c) for an end use that is directly or indirectly related to the research, development or production of chemical, biological or nuclear weapons or any missile programs for such weapons, or that otherwise disrupts international peace or is contrary to any restriction on end uses as set forth in the Export Laws.
- 13.6.**Force Majeure.** Neither party will be responsible for events beyond their reasonable control not caused by their negligence, including acts of God, fire, pandemics, government decrees, supply shortages, internet outages, denial of service attacks, or other similar events. The affected party must inform the other without undue delay and make reasonable efforts to mitigate adverse

impacts. Rasa is not responsible for wireless networks and communication service providers through which the Products are accessed or deployed, nor for Third Parties.

- 13.7.**Modifications.** Rasa may modify this EULA by providing a prior written notice of 30 days to Customer. Customer will have 30 days to object to such modifications by providing a written notice to Rasa. If the Parties cannot agree to such amendment within 15 days, either Party may terminate this Agreement upon written notice to the other Parties, except if the Parties agreed otherwise. If Customer does not object within a period of 30 days, Customer will be deemed to have accepted the changes to the Agreement.
- 13.8.**Notices.** Any notice under this Agreement must be in writing and delivered in person, by e-mail (with acknowledgment of receipt), or by mail, properly addressed and stamped. E-mail notices to Rasa should be sent to legal@rasa.com. Either party may change its address for notices by notifying the other party in accordance with this Section.
- 13.9.**Assignment.** Each party must obtain the other party's prior written authorization to assign this Agreement, which will not be unreasonably withheld or delayed. However, each party may assign the Agreement in the event of a *bona fide* corporate restructuring, merger, acquisition, or sale of assets with written notice to the other party. This Agreement will bind permitted acquirers, assignees, and successors. Any unauthorized assignments or transfers will be null and void.
- 13.10.**Independent Contractors.** The parties are contractors and independent from one another. Nothing in the Agreement is intended to establish or authorize either party as an agent, legal representative, joint venture, franchisee, employee, or servant of the other party for any purpose. Neither party will make nor enter any contract, agreement, warranty, or representation on behalf of the other party, incur any debt or other obligation on behalf of or under the other party's name, or act in any manner which has the effect of implying or suggesting that it is the apparent agent of the other party, except as expressly permitted herein.

Schedule A

ACCEPTABLE USE POLICY

When using Rasa Software, you agree to comply with our Acceptable Use Policy. We make these rules to protect individuals' rights and freedoms, as well as to protect our Intellectual Property. If you breach our Acceptable Use Policy, we can suspend your right to access and use the Software.

1. RESTRICTIONS

- 1.1. **Discrimination.** You cannot use the Software to threaten individuals, propagate hateful content (e.g. any statement, image, photograph, or advertisement), or other content that could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease or immigration status. When building, training, and optimizing the Conversational Assistant, you are responsible for preventing biases and discrimination.
- 1.2. **Fraud or Liability.** You cannot access or use the Software to engage in or in connection with fraudulent activities. Rasa also does not allow the distribution of content that, in our sole discretion, is materially false, inaccurate, or misleading in a way that could deceive or confuse Authorized Users about important information, events, topics, or circumstances. You cannot create a false identity, forge an email address or header, phone number, or otherwise attempt to mislead us as to your identity, the identity of the sender, or the origin of a message transmitted through the Software.
- 1.3. **Data Scraping.** You may not access, search, or create accounts, data, or other components of the Products by other means than permitted herein, including by way of data scraping, screen taping, spiders, crawlers, data mining tools, and automatic bots, except as permitted by the Documentation (e.g. for creating BI and visualizing it through services provided by Third Parties).
- 1.4. **Violation of Rights.** You cannot access or use the Software as part of an application or website that violates, or encourages the violation of, the rights of others as outlined in the [UN's Universal Declaration of Human Rights](#);
- 1.5. **Security Safeguards.** You cannot attempt to gain unauthorized access to the Software, or otherwise circumvent any software protection, authentication requirements, or monitoring mechanisms. For clarity, you cannot attempt to scan, probe, or test the Products, including as part of vulnerability or intrusion testing or unauthorized bug bounty, including any network, web interfaces, or related components, nor breach any security measures.
- 1.6. **Content.** The following processing or use of content in relation to the Software is prohibited:
 - **Infringing Material:** Content that violates intellectual property or proprietary rights of third parties.
 - **Hate or Violence-Related Content:** Material promoting hate, discrimination, violence, or terrorism. Content advocating criminal activity or violent extremism.
 - **Obscene or Illegal Content:** Profane, obscene, or otherwise objectionable material. Material promoting illegal drugs, hacking, or malicious activities. Child exploitation or abuse material, including real or artificial representations.
 - **Malicious or Harmful Software:** Viruses, worms, or other destructive or deceptive files.
- 1.7. **High Risk Activities, Restricted Uses:** The Products are 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 Products could lead to severe physical or environmental damages ("**High Risk Activities**"). Customer will not use the Products for any High Risk Activities.
- 1.8. **DMCA.** You cannot use the Products, nor the Conversational Assistant, in a manner that infringes third parties' IP, including in violation of the Digital Millennium Copyright Act ("DMCA").
- 1.9. **Reverse Engineering:** You may not decompile, disassemble, reverse engineer, modify, attempt to disable or circumvent any license key, or create derivative works from the Software or otherwise access any non-public interface within the Software, except as permitted in the Agreement.

- 1.10.**Competition:** You cannot access or use the Rasa Software for the purpose of building a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Rasa Software.

Schedule B

DATA PROCESSING ADDENDUM

1. INTERPRETATION

- 1.1. **Roles of the Parties.** This DPA applies to the processing of Personal Data on behalf of Customer as a Processor pursuant to Data Protection Laws, or as a service provider pursuant to CCPA. As between the Parties, within the scope of this DPA, Customer is the Controller of the Personal Data, and Rasa is the Processor of the Personal Data.
- 1.2. **Affiliates.** This DPA applies to the parties, and to any Customer affiliates per an Order. Notwithstanding the foregoing, Customer remains responsible for the acts and omissions of its affiliates, and for exercising the rights and obligations granted under the Agreement with Rasa.
- 1.3. **Definitions.** The expressions not defined below are defined in the Agreement.
- “**CCPA**” means the California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 or “CPRA”).
 - “**Consumer**,” “**Business**,” “**Sell**,” “**Service Provider**,” and “**Share**” will have the meanings given to them in the CCPA.
 - “**Data Protection Laws**” means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation applicable Canadian data privacy laws, the *General Data Protection Regulation* (“GDPR”), the *Data Protection Act 2018* (“UK GDPR”), the CCPA and other applicable U.S. federal and state privacy laws, in each case as amended, repealed, consolidated or replaced from time to time.
 - “**Personal Data**” means any data that can directly or indirectly identify an individual, and which are processed by Rasa on behalf of Customer pursuant to an Order.
 - “**Privacy Violation**” means the processing of Personal Data in violation of Data Protection Laws, or the provisions regarding the Processing of Personal Data set forth in the DPA.
 - “**Restricted Transfer**” means a transfer of Personal Data for which Data Protection Laws require a transfer mechanism or additional safeguards.
 - The following expressions have the meaning set forth in the Data Protection Laws: “**Processing**,” “**Controller**,” “**Data Subject**,” “**Processor**,” “**Personal Data Breach**.”

2. PROCESSING INSTRUCTIONS

- 2.1. **Instructions.** Except as otherwise indicated in the Agreement, Rasa will only Process Personal Data on Customer’s documented instructions, including, the provision of the Products as described in the Documentation, and in this Agreement. For the avoidance of doubt, Rasa will not Process Personal Data except as permitted in the Agreement, including based on Customer’s instructions. To the extent Rasa processes Personal Data as a Service Provider or Contractor under the CCPA, Rasa will not combine Personal Data received from or on behalf of Customer with personal information received from another person or collected through Rasa’s own interaction with a Consumer, except as expressly permitted by the CCPA or its implementing regulations.
- 2.2. **Legal Processing.** If Rasa must Process Personal Data to comply with Data Protection Laws, Rasa will inform Customer of such legal requirements before processing unless Data Protection Laws prohibit such information on important grounds of public interest.
- 2.3. **Instructions.** Notwithstanding anything to the contrary, if Rasa judges, at its reasonable discretion, that the instructions received by Customer are in violation of the Data Protection Laws, Rasa (a) shall inform Customer without undue delays; (b) may refuse to comply with or execute such instructions.
- 2.4. **Description.** The processing of Personal Data will be substantially as described below, or as agreed upon in writing between the parties.
- 2.5.

Details of Processing	Description

Subject Matter of Processing	To provide Software Services including the Support Services, to create Telemetry Data, and at the request of Customer, including for deployment.
Nature and Purpose of Processing	- To provide Software Services, as instructed by Customer, including, to support the deployment of the Software. - To monitor the performance of, and improve our Products. - To collect and analyze usage, diagnostic, performance data by creating Telemetry Data. - To monitor, prevent and detect fraudulent activities or otherwise, as required to comply with the law.
Type of Personal Data	- IDs, names and other information required for identity validation and know-your-customer requirements. - Identifiable Telemetry Data related to devices and accounts. - Support Services related Personal Data, such as content of messages, e-mail and any Personal Data made available to respond to the technical support requests.
Data Subjects	Authorized Users and administrators of our Products, as well as other business contacts.

3. INFORMATION SECURITY

- 3.1. **Human Security.** Rasa will ensure that all members of the personnel with access to Personal Data have executed a confidentiality agreement and have been subject to reasonable criminal and background checks. Rasa will provide periodic training and awareness activities to the members of its personnel to ensure that the policies and procedures on Personal Data are applied.
- 3.2. **Information Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of concerned individuals, Rasa will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Personal Data as described in the Information Security Policy.
- 3.3. **Secure Deletion.** Rasa will, at Customer's discretion, securely delete, or return and securely delete, any Personal Data processed on behalf of Customer at the end of the Subscription Term, or before, if requested by Customer. Notwithstanding the foregoing, Rasa may keep Personal Data longer as required under applicable laws, or for a limited period of time in encrypted backups, for business continuity purposes.

4. PERSONAL DATA BREACH

- 4.1. **Notification.** In the event of a Personal Data Breach affecting the Personal Data, Rasa will notify Customer without undue delays and in any event, within the delays indicated in Data Protection Laws, upon becoming aware of a Personal Data Breach and provide Customer with all required information for Customer to make required notifications under Data Protection Laws, including:
 - A description of the nature of Personal Data Breach, including the categories and approximate number of concerned individuals affected, and the categories and approximate number of Personal Data records concerned.
 - The name and contact details of the Data Protection Officer/Privacy Officer who can be contacted.
 - A description of the likely consequences of the Personal Data Breach.
 - A description of the measures taken to mitigate its possible adverse effects.

5. GOVERNMENTAL ACCESS AND LAW ENFORCEMENT

- 5.1. **Legal Request.** Rasa will not disclose Personal Data to law enforcement or a governmental authority (a "**Legal Request**") unless it reasonably believes that it is required by applicable laws. If Rasa receives such Legal Request, Rasa will attempt to redirect the law enforcement and governmental authority to Customer, and to the full extent permitted under applicable laws, Rasa will inform Customer of a Legal Request prior to complying with a Legal Request, including to

give Customer the reasonable opportunity to object to the Legal Request. At Customer's costs and expenses, Rasa will assist Customer to object and contest such Legal Request, where practicable.

- 5.2. **Response.** Upon receipt of a Legal Request, Rasa will make a prompt and careful assessment of its legality, validity and appropriateness. If Rasa is required to respond to the Legal Request, it will respond only to the extent required under applicable laws.

6. RESTRICTED TRANSFERS

- 6.1. **Restricted Transfers.** Before making a Restricted Transfer, Rasa will implement the transfer mechanism and any additional safeguards required by Data Protection Laws. Upon Customer's written request, Rasa will provide Customer with information regarding Restricted Transfers to the extent reasonably necessary for Customer to comply with Data Protection Laws.

7. SUBPROCESSOR MANAGEMENT

- 7.1. **Subprocessors.** Customer authorizes Rasa to subcontract the Processing of Personal Data to subprocessors, subject to the following conditions: (a) Rasa will perform reasonable due diligence of the subprocessors prior to allowing such subprocessors to process the Personal Data; (b) Rasa will make available a list of current subprocessors to Customer upon written request and (c) Rasa will enter into an agreement containing terms substantially similar to those in this DPA with each sub-processor. Prior to making any changes to the subprocessors, Rasa will inform Customer at least 15 days in advance. If Customer does not object during this delay, Rasa may proceed with the change to the authorized subprocessors. If Customer objects, the parties will negotiate a commonly acceptable business solution. If they cannot agree within 60 days, either party may terminate this Agreement. Customer will pay for the fees due to the Products up to the termination date.

8. COLLABORATION

- 8.1. **Privacy Impacts.** If Customer requires assistance for a Data Protection Impact Assessment ("DPIA") or Privacy Impact Assessment ("PIA") pursuant to Data Protection Laws, Rasa will deploy commercial efforts to collaborate in good faith, including by sharing the information reasonably requested in a timely manner.
- 8.2. **Audit.** Once per calendar year, during office hours, and subject to a prior written notice of 30 days, Customer will have the right to audit Rasa's compliance with this DPA. Rasa will make reasonable information available to Customer, and will answer any additional and reasonable questions. For the avoidance of doubt, all information obtained or received by Customer as part of such audit will be deemed to be Rasa's Confidential Information in accordance with the confidentiality obligations under this Agreement. Unless the audit reveals material non-compliance by Rasa in which case the parties will agree to a reasonable remediation plan, then Customer will bear its costs and expenses for the audits. This audit can be performed by auditors appointed by Customer to the extent that such recipients are subject to a confidentiality agreement substantially similar to the agreements set forth herein.
- 8.3. **DSR.** Taking into account the nature of the Processing, Rasa shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under Data Protection Laws. Rasa shall: (a) promptly notify Customer if it receives a request from a Data Subject under Data Protection Laws in respect of Personal Data; and (b) ensure that it does not respond to that request except on the documented instructions of Customer or as required by Data Protection Laws to which Rasa is subject, in which case Rasa shall to the extent permitted by Data Protection Laws inform Customer of that legal requirement before Rasa responds to the request.
- 8.4. **Privacy Violation.** In the event of a Privacy Violation, Rasa will inform Customer of the Privacy Violation and collaborate with Customer to mitigate any risks resulting from such Privacy Violation to the full extent required under Data Protection Laws.