Terms and Conditions for the use of the Nousware Agentic AI virtual agent

By contracting, accessing, or using the Virtual Agent service ("the Service"), you (the "Customer") agree to comply with these Terms and Conditions of Service ("Terms"), the Service Level Agreement (SLA), and our Personal Data Treatment and Protection Policy (collectively, the "Agreement"). If you do not agree with all the terms, you must not use the Service. For all legal purposes, the company providing the service through the virtual agent is NOUSWARE S.A.S., domiciled in the city of Medellín, Colombia, with Tax ID No. 901.780.418-9.

1. Purpose of the Service

The Service is a Virtual Agent platform designed for customer service and the automation of processes for the Customer, which has the following scope:

1.1. Virtual Agent Functionalities:

The Virtual Agent offers, among others, the following functionalities:

- **Process Generation and Automation:** Automation of information queries, tickets, schedules, ticket creation, and schedule updates.
- **Multimodal Interaction:** Reception of inputs in text, image, or voice formats. The current output is text. These terms will be updated in the future when voice output is implemented.
- **Integrations:** Ability to integrate with the Customer's active user management systems for functionalities such as account unlocking or information updates.

2. Use of the Service and User Roles

The Customer is responsible for the administration and use of the Service by its users. Therefore, everything related to keys, information, and access credentials is the exclusive responsibility of the customer.

2.1. Customer User Roles:

The Customer may designate the following roles within the Platform:

- **Operator:** A user who interacts directly with the Customer's end users to provide service.
- **Administrator:** An Operator with permissions for configuration, user management, and access to reports.
- **Supervisor:** A user responsible for managing specific cases, follow-up, and quality control.
- **End User:** The Customer's final user who uses the Customer's software or platform, and who is serviced by the Virtual Agent or the Operators.

3. Intellectual Property

3.1. Ownership of the Platform and Software:

NOUSWARE S.A.S. ("the Company") is and will remain the sole and exclusive owner or rights holder of all rights to the Service (including the Virtual Agent, the underlying software, the interface, design, source code, and any improvement or derivative thereof), as well as all associated Intellectual Property rights, whether protectable through copyright or industrial property.

3.2. Limited License:

The Company grants the Customer a limited, non-exclusive, non-transferable, and revocable license to access and use the Service, solely for its internal business operations and with its end users, and in accordance with these Terms. By granting this license, the Company is not transferring the exploitation rights of the virtual agent; that is, the Company remains the sole holder of the rights of reproduction, transformation, public communication, and distribution. Acceptance of these terms merely authorizes the use of and access to the service to fulfill the service and scope determined in Chapter 1 of these Terms.

3.3. Ownership of Customer Data and Information:

The Customer is the sole owner of the Customer Data (including business process information, service protocols, internal policies, content, financial data, and personal data) that is entered, uploaded, or generated through the use of the Service. The Company will act solely as a Data Processor. By accepting these Terms, the Customer authorizes the use of its information by the Company to parameterize, implement, or configure the service according to the needs, infrastructure, environments, and business models of the Customer.

The Company will not share the information provided by the Customer with any third party with whom it is not strictly necessary to share it for the correct provision of the Service.

4. Personal Data Processing and Protection

The Company commits to processing Customer Data, including Personal Database Data, in accordance with the applicable laws in the Republic of Colombia. Furthermore, the Company guarantees that regarding the processing of personal data, it complies with the standards required by the General Data Protection Regulation (GDPR) of Europe and with the standards required by sectoral laws of the United States of America such as: HIPAA (Health Insurance Portability and Accountability Act), COPPA (Children's Online Privacy Protection Act), and GLBA (Gramm-Leach-Bliley Act).

By accepting these terms and conditions, the Customer accepts that they have read and agree with the company's personal data treatment policy, which can be viewed at the following link: https://www.nousware.ai/legal.html .

4.1. Information Collection:

The Customer acknowledges and agrees that the use of the Service implies the collection of:

- **Business Model Information:** Details about the activities, processes, and workflows of the Customer, necessary for the configuration and operation of the Virtual Agent. This type of information may eventually be protected by industrial property rights such as patents, know-how, trade and industrial secrets, copyright, etc. By accepting these terms and conditions, the Customer grants a non-exclusive license to the Company to use this information, to the extent necessary for the use of the service or platform and its functionalities.
- **Personal Data:** Including, but not limited to: emails, phone numbers (landline or mobile), first and last names, identifications and identification numbers, driver's licenses, location (city, state, country, and address), diagnostic and health data, and biometric data.

4.2. Responsibilities of the Parties:

- **Customer (Data Controller):** The Customer is solely responsible for the legality, accuracy, and quality of the Personal Data collected and processed through the Service. The Customer must ensure the existence of a lawful and valid basis for processing (including explicit and verifiable consent for biometric and sensitive data, if processed). The Customer also guarantees that the data residing in the databases for which it acts as controller can be supplied to the Company without any legal violation.
- **Company (Data Processor):** The Company will process Personal Data only upon the documented instructions of the Customer and for the purposes established in this Agreement. The Standard Contractual Clauses (SCCs) of the European Commission will apply when required by the GDPR for data transfers.

4.3. Security Measures:

The Company will implement and maintain appropriate technical and organizational security measures to protect Personal Data against unauthorized or illegal processing, and against accidental loss, destruction, or damage, and information leakage.

5. Service Levels and Support

5.1. Service Availability (SLA):

The Service will operate 24 hours a day, 7 days a week (24/7), with a monthly availability target of 99%, excluding scheduled downtime for maintenance. The details of the metrics and remedies are specified in the attached Service Level Agreement (SLA), which can be viewed at the following link: https://www.nousware.ai/legal.html .

5.2. Technical Support:

Technical support for the Customer will be provided through the ITSM platform or the tool determined by the Company, from Monday to Friday during business hours Colombia (GMT-5), with response times defined in the SLA.

6. Billing and Invoicing Models

6.1. Billing per Iteration:

The Customer agrees that billing for the use of the Virtual Agent will be based on the number of iterations performed. An iteration is defined as one request/response exchange unit with the Virtual Agent.

6.2. Service Plans:

The Company offers the following service plans, which are detailed in an Order Form or Specific Contract ("Contracted Plan"):

- **Basic Plan**
- **Standard Plan**
- **Professional Plan**

The price, iteration limits, and specific features of each plan are established in the Contracted Plan. Overage iterations will be billed at the rate agreed upon between the Customer and the Company.

7. Disclaimer of Warranties and Limitation of Liability

7.1. Disclaimer of Warranties:

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". THE COMPANY OFFERS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE

CUSTOMER FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THE COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

The Company is not responsible for the actions of the Customer's operators, supervisors, or administrators who use the platform, nor for their relationships with the customer's end user. The Customer bears all responsibility for the acts or omissions of its personnel when they hold the role of supervisor, operator, or administrator within the platform. Therefore, the Company's liability extends only to the availability and functioning of the service and its proper implementation and parameterization for the Customer's business model and business rules. The Company is not responsible for the availability of other platforms, networks, or third-party resources that integrate with the service and over which it has no control regarding their operation and availability.

8. Termination

Either party may terminate this Agreement with thirty (30) days written notice if the other party materially breaches this Agreement and fails to cure such breach within the following 3 days.

9. Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Colombia. The parties submit to the ordinary jurisdiction before the courts of the Republic of Colombia, and any dispute related to the interpretation, application, or execution of this agreement shall be resolved by the judges of this country.

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