

Cari AI Suite EULA Agreement

Enero 2024 - V2.3

END USER LICENSE AGREEMENT

Acceptance of the Agreement

This End User License Agreement ("EULA") is a legal agreement between you (the "User") and Defytek, SAS and Defytek, S.A. de C.V. ("Provider") for the use of the Cari AI suite software provided as a service (the "Software"). By using the Software, you agree to be bound by the terms of this EULA.

Components of the Suite

The suite comprises several components: the virtual assistant for building Chatbots, Voicebot, Mailbot; Janus as an agent module; ION for extracting information from documents; Gik, which uses generative AI for building copilots or virtual assistants; and Falcon, a workforce management tool. Defytek may add new components or modify its offering.

License

The Provider grants the User a non-exclusive, non-transferable, and revocable license to use the Software under the terms of this EULA. This license is valid only as long as the User has an active subscription to the Software and is current with their contractual obligations.

Restrictions

The User may not:

- Modify, translate, adapt, or create derivative works from the Software.
- Decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software.
- Rent, lease, lend, sell, sublicense, distribute, or transfer the Software to third parties.
- Use the Software in a way that violates any law, regulation, or the rights of third parties.

Intellectual Property

The Software is the property of the Provider and is protected by copyright laws and international treaties. All rights not expressly granted in this EULA are reserved by the Provider.

Updates and Support

The Provider may, at its discretion, provide updates, upgrades, or support for the Software. Any update or upgrade provided to the User shall be considered part of the Software and will be subject to the terms of this EULA. Support should be provided in accordance with the SLA and using the channels and formalities established by the SLA.

Limited Warranty

The Software is provided "as is," and the Provider does not guarantee that the Software will be error-free or operate without interruptions. The Provider assumes no responsibility for any damages resulting from the use of the Software.

Limitation of Liability

To the maximum extent permitted by applicable law, the Provider shall not be liable for any indirect, incidental, special, consequential, or punitive damages, nor for any loss of

profits or revenue, whether incurred directly or indirectly, nor for any loss of data, use, goodwill, or other intangible losses resulting from the use or inability to use the Software.

Confidentiality

You agree to keep confidential all the Provider's confidential information obtained in connection with the use of the Software.

Termination

This EULA will remain in effect until terminated. The Provider may terminate this EULA at any time if the User violates any of its terms. Upon termination of this EULA, the User must cease using the Software and destroy all copies of the Software in their possession.

Governing Law

This EULA will be governed by and construed in accordance with the laws of the country where Defytek is domiciled, which may be Colombia or Mexico.

Acceptable Use Policies

To ensure the Services operate safely and without disruption, we require our users/customers not to misuse them. Specifically, the customer agrees not to probe, scan, or test the vulnerability of any system or network used with the Services; tamper with, reverse engineer, or hack the Services, circumvent any security or authentication measures of the Services, or attempt to gain unauthorized access to the Services (or any part thereof) or related systems, networks, or data; modify or disable the Services, or use them in any way that interferes with or disrupts the integrity or performance of the Services or related systems, networks, or data; access or search the Services by any means other than our publicly supported interfaces, or copy, distribute, or disclose any part of the Service in any medium, including but not limited to any automated or non-automated "scraping" overloading or attempting to overload our infrastructure by placing an unreasonable burden on the Services that consumes extraordinary resources, such as (i) using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably produce in the same period using a normal browser; or (ii) going far beyond the usage parameters of any given Service, as described in its corresponding documentation.

Third-Party Tools

If the Services operate or integrate with any third-party tools (a) Defytek/CariAi may share messaging data with the third-party provider for product interoperability; (b) Defytek/CariAi is not responsible for the acts, omissions, services, applications, technology, policies, or procedures of third parties, including but not limited to those related to the third-party provider or its tool; and (c) the third-party provider may modify or discontinue its tool at any time.

Generative AI Terms

Defytek/CariAi may use third-party LLM (large language models) that allow for the inclusion of Generative AI, potentially using public cloud environments, APIs, and data centers to process Company data. Each third party is responsible for all matters related to their services. These technologies may generate hallucinations. Defytek/CariAi will implement mechanisms to minimize these hallucinations.

General Provisions

If any provision of this EULA is deemed invalid or unenforceable, the remaining provisions will continue in full force and effect. This EULA constitutes the entire agreement between the User and the Provider regarding the use of the Software and supersedes all prior agreements or understandings, whether written or oral.