

Kaisa Terms & Conditions

Effective from January 18, 2024

1. Background

Kaisa Technologies AB, a company registered in Sweden under company number 556751-0689 (“Kaisa”), has developed a conversational intelligence software used by companies to convert web visitors and app users into phone calls, text messages and online form submissions, as well as to automate workflows for third party software integrations and personalised communication experiences. Said Kaisa software (the “Service”) is further described in section 2 below.

The following terms & conditions govern the provision of the Service to a company (the “Customer”) that has signed a written order form with Kaisa (the “Order Form”). The Order Form and these terms & conditions, including their annexes and appendices, together make up this “Agreement”. In case of any discrepancies between these terms & conditions and the Order Form, the text in the Order Form shall be given precedence.

These terms & conditions, and more generally this Agreement, shall prevail over any other terms, policies or other documents the Customer may provide, get Kaisa to sign and/or seek to impose or incorporate.

2. Description of the Service

Kaisa has developed a software that can be used for maximizing the conversion of website visitors or app users (together “Visitors”) into calls, text messages or online form contacts.

The Service consists of Kaisa providing the Customer directly or one of its own customers or users, such as vendors on a marketplace operated by the Customer or resellers of the Customer’s products (such third parties are collectively referred to as “Users”), with a solution for voice, messaging and orchestration of conversations between the Customer or User and their own potential customers.

Phone channel Service (inbound and outbound)

In relation to the tracking of the phone channel, Kaisa can provide the Customer or User with:

- (a) different types of virtual phone numbers (“**Kaisa Phone Number(s)**”) that can be connected to a Customer’s or User’s regular (not premium or toll-free) public phone number and/or mobile phone number (“**Response Number(s)**”). This scenario covers the inbound call channel when a Visitor calls a Customer or User. Different pricing applies to connections to landlines and mobile numbers; please see your Order Form for more details.
- (b) a combination of different types of phone numbers plus a unique code (“**Kaisa Phone Number(s)**” and “**Kaisa PIN Code(s)**”) that can be connected to a Visitor’s regular (not premium or toll-free) public phone number and/or mobile phone number (“Response

Number(s)"). This scenario covers the outbound call channel when a Customer or User calls a Visitor.

The provision of any type of phone number in the Customer's and User's territory is subject to availability and specified in your Order Form.

This allows the Response Number, either the Customer/User or the Visitor, to be contacted by the other party without having to make their phone numbers public on a website or app. It also allows the application to capture information about incoming calls and messages such as the following, which will be provided to the Customer and/or User(s) as further detailed below:

In relation to phone calls, the incoming number and the time and duration of the call ("**Call Data**").

The Service makes it possible to request and allocate specific Kaisa Phone Numbers or a Kaisa PIN Code to each individual Visitor, which e.g. allows the Customer and/or User to track the connection between a visit on the website or app and subsequent calls made and messages sent to a Customer/User or a Visitor. The request for and allocation of a unique Kaisa Phone Number or a Kaisa PIN Code shall be made by an API-request. The request for a Kaisa Phone Number shall be sent when a Visitor clicks to reveal a phone number ("**On-Click**").

WhatsApp Channel Service

In relation to the tracking of the WhatsApp channel, Kaisa can provide the Customer and/or User with virtual QR-codes ("**Kaisa WhatsApp QR-code**") that can be connected to a Customer's and/or User's WhatsApp client.

This allows the application to capture information about back-and-forth WhatsApp messages between a Customer or User and a Visitor, such as the following, which will be provided to the Customer and/or User as further detailed below:

In relation to WhatsApp messages, the volume of messages and the time and duration of the conversation ("**WhatsApp Message Data**").

Kaisa WhatsApp Channel Service is built on the WhatsApp API stack, and Kaisa is acting as a third party in between WhatsApp API and the Customer and/or User.

Specific terms and conditions apply to the usage of WhatsApp services by the Customer or User. Whenever applicable, those are detailed in an Annex to the Order Form.

Form Channel Service

In relation to the tracking of online forms, Kaisa can collect incoming online form data the Customer and/or User will share and reconnect it with the other channels' data. This also allows the application to capture information about incoming online forms such as the following, which will be provided to the Customer and/or User as further detailed below:

In relation to the incoming online form, the time and context of the online form ("**Online Form Data**").

Messaging Services

In relation to using the Kaisa messaging capabilities, the Customer and/or User can send messages for notifications, reports re-engagement. Messages are sent as SMS or email and can be triggered through API. Messaging can be used stand-alone from the messages through the Orchestration Services as per the below paragraph.

Orchestration Service

In relation to the orchestration of the conversations, regardless of the channel (Phone inbound, Phone outbound, WhatsApp or Form), Kaisa can provide the Customer with an orchestration platform to send personalised notifications either to the Users, the Visitors or any internal employee, triggered by conversational events. The orchestration possibilities are connected to the level of data collected by Kaisa.

Data collection

Kaisa will collect data either via an API connection or using a script. The Customer and/or User, or any allowed third party, can also push external data into Kaisa system via API or Webhook.

The phone, message or online form tracking offered by Kaisa can take place on User's level, specific ad level or Visitor's level. Tracking on User's level shows aggregated data for all activity related to each User, e.g. number of leads, returning leads etc. Tracking on specific ad and Visitor level allows much more granularity and also shows the Visitor's online journey before making the contact, from which ad the Visitor has decided to make a contact etc.

In providing the Service, Kaisa collects, processes and analyses Call Data, Message Data and Online Form Data and makes it available as statistics that does not contain personal data referable to any individual ("Statistics"). Examples of statistics that Kaisa can extract from the gathered Call Data, Message Data and Online Form Data and make available to the Customer and/or User(s) include:

- Percentage of website Visitors calling or messaging and/or submitting an online form*
- Which media channel brought the person to the site (search engine, banner ad etc)*
- Browsing device distribution (mobile or desktop) of the people contacting the Customer or User*

Phone channel

- Percentage and number of answered/missed calls, messages and/or online form submissions
- Call length distribution
- Call duration
- Number of calls, messages and/or online form submissions per person contacting the Customer or User
- Number of page views per person contacting the Customer or User*
- Top pages leading to leads (which can be broken up by month/week/day and type of contact)*
- Geographic origin of the phone calls, if calling from a national geographical number.

WhatsApp channel

- Number of discussions and messages per person contacting the Customer or User
- Reactivity of the Customer or User in answering the first message
- Conversation duration
- Type of messages exchanged (e.g. Text, Image or Video)

* This Statistic can only be presented/calculated if the Customer provides Kaisa with additional user related statistics in the API request.

Some of the Statistics are made available to the Customer and/or User in separate login accounts (a "Login Account"). The Customer can also select to make Statistics available to its Users in the Customer's own dashboard and interface by using the Kaisa API.

If a Visitor has blocked the use of cookies in its web browser, the Kaisa tracking should be inactivated by the Customer and/or User and the Visitor will then not be identified.

3. Provision of the Service

Kaisa shall provide the Service as set out herein. The connection to the Service shall at all times be made in accordance with Kaisa's instructions in order to ensure full functionality of the Service.

The Customer or User does not obtain any rights to the Service, other than for the purpose of utilizing the Service as set out in these terms & conditions. The Customer's or User's rights to utilize the Service cannot be transferred.

The Customer or User may not assign a call arriving from a Kaisa Phone Number to a telephone number belonging to a third party, or in any other way transfer, assign or dispose of the rights or Services granted under this Agreement.

Specific terms and conditions apply to the usage of WhatsApp services by the Customers and Users. Whenever applicable, those will be detailed in the Specific Terms for Customers using the WhatsApp Services to be signed by the parties and annexed to the Order Form.

4. The Customer's obligations

If the Contact Destination is a User as described in section 2, the Customer undertakes not to let this User benefit from the Services provided by Kaisa without entering into a written agreement with the Customer (a **"User Agreement"**) in which the User accepts the limitations in Kaisa's obligations and the responsibilities for processing of personal data set out in the Privacy Policy. No contractual relationship will however arise directly between Kaisa and the User.

The Customer and Users have no independent right to the Kaisa Phone Numbers, to the Login Accounts or to any other component of the Services provided by Kaisa.

The Customer is solely responsible for its own marketing of the Service, will provide to its Users such information about the Service as is required by applicable law, and will in all other aspects comply with applicable law in relation to marketing the Service and contracting with Users.

The Customer (or its User, if using geographical numbers purchased by the Customer) may only use geographical numbers corresponding to a geographical area where the Customer (or its User) has a physical presence evidenced by a corresponding address. The Customer (or its User) shall provide Kaisa with all required documentation in order to confirm compliance with this requirement.

For the sake of clarity, the Parties agree that the Kaisa Phone Numbers shall only be used in the context of the Services provided by Kaisa to the Customer under this Agreement, and not for any other purposes. As a result, services not directly related to those Services provided by Kaisa, such as for instance (but not limited to) access to emergency services, will not be provided in relation to the Kaisa Phone Numbers.

Whenever using Kaisa's call recording services, the Customer and/or User shall make sure it complies with all applicable laws related to the recording of phone calls and obtains all proper consents prior to making any such recording.

5. Termination or suspension of Customer or User accounts

Kaisa is entitled to terminate or suspend the Customer's and its Users' use of the Service, with immediate effect and without incurring any liability to the Customer or any User if:

1. this Agreement is terminated or ceases to apply;
2. Kaisa does not receive payment from the Customer in accordance with this Agreement within fourteen (14) days from the invoice due date, or in case the Customer has defaulted invoice payments three (3) times within a twelve (12) months' period;
3. the Customer commits a material breach of the terms of this Agreement and, whenever such breach is capable of remedy, fails to remedy such breach within fourteen (14) days from receiving written notification specifying the breach and requiring it to be remedied;
4. a User uses the Service or a Kaisa Phone Number in violation of the terms of this Agreement, or in a way that is (or for any services which are) illegal or in the reasonable opinion of Kaisa appears offensive to the general public or detrimental to its reputation;
5. the Customer or a User is acting in an illegal manner or resells the Service to any third party in contravention of the provisions of this Agreement;
6. Kaisa is requested to do so by a governmental or regulatory authority or is required to do so in order to comply with a change in statutory or regulatory requirements (or enforcements thereof) or pursuant to a court order or is otherwise unable to provide the Service due to market events outside the control of Kaisa; or
7. the financial situation of the Customer makes it unsustainable for Kaisa to keep performing this Agreement.

The Customer's obligation to pay the fees and charges set out in this

Agreement until the end of the agreed term is not affected by a suspension or termination according to the above.

All outstanding and newly issued invoices shall automatically become due within 14 days following suspension or termination of the Agreement according to the above.

Kaisa shall terminate a suspension referred to above within five (5) days of being made aware that the grounds giving rise to the suspension have ceased to exist.

6. Intellectual property

Nothing in this Agreement shall be construed as Kaisa granting a license to, assigning or transferring, wholly or partially, any intellectual property rights to the Customer or any User, unless specifically stated herein. Kaisa retains all ownership to all rights, including to any software, required to provide the Service and to fulfil its obligations under this Agreement or in relation to any User Agreement.

Kaisa shall, for the duration of this Agreement, be entitled to use the Customer's trademarks in its marketing and refer to it as a customer of the Service. Provided that the Customer consents, the parties may also produce and publish a case story about their cooperation.

7. Limitation of liability

Kaisa guarantees the performance of the Service in accordance with what is set out in this Agreement. Kaisa makes no other implied or explicit guarantees regarding the Service.

Except in cases of gross negligence or wilful intent, Kaisa's liability in relation to this Agreement is limited to direct damage. Under no circumstance shall Kaisa's total liability towards the Customer exceed the amount corresponding to the total amounts paid by the Customer to Kaisa under the relevant Order Form during the twelve (12) months' period immediately preceding the event causing the liability to arise, or twelve (12) times the fixed monthly fee under the relevant Order Form if this is higher.

For the avoidance of doubt, Kaisa shall never be liable towards a User. Kaisa shall never be liable, either, for claims directed at Kaisa by the Customer as a result of the Customer not having fulfilled its undertakings towards Kaisa under this Agreement or towards a User under a User Agreement. In the event of any User claim, the Customer will inform the User that all such claims shall be directed at the Customer directly and exclusively.

For the sake of clarity, nothing in this Agreement shall exclude or limit Kaisa's liability for death or personal injury caused by its negligence or that of its employees or agents.

Kaisa shall not be held liable for failure to perform any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of force majeure, including, but not limited to fire, flood, strike, lightning, unavailability of or disturbances to public communications networks, prolonged general power outages, changes of the regulatory environment, pandemics, acts of governmental or military authorities, strikes, civil unrests, terrorism and war. Kaisa shall as soon as reasonably possible notify the Customer in writing of the occurrence of an event of force majeure and the estimated extent and duration of its inability to perform its obligations under this Agreement. Kaisa shall use its best reasonable efforts to minimize the effects of the force majeure event.

8. Price and payment

The Customer shall pay Kaisa for the use of the Service in accordance with the pricing plan set out in the Order Form.

The following payment terms shall apply unless the Order Form states otherwise:

1. Fixed and committed monthly fees are invoiced annually in advance.
2. One-time onboarding fees are invoiced in advance upon signature of the Order Form.

3. Variable fees and any other charges are invoiced monthly in arrears.
4. All recurring fixed and/or variable fees will be reviewed yearly, on the anniversary date of the Order Form's start date, and adjusted, upwards only, based on the EU wage growth rate as published on <https://tradingeconomics.com/european-union/wage-growth>.
5. Invoicing starts when the Order Form is duly signed by both parties.

In addition to the contractual yearly price review mechanism set in bullet point 4. above, Kaisa will be entitled to amend usage pricing anytime to reflect evolutions in its associated costs, should such associated costs increase by more than 20%. Usage pricing shall include for example, but not be limited to, pricing for phone numbers, phone minutes, SMS or WhatsApp conversations.

If the Customer requests any changes to the Service after it has been activated, this will be invoiced to the Customer as a separate professional services project, subject to a separate written agreement between the parties. Change work includes services such as changing account configuration, developing customer solutions etc. The professional services are provided on hourly basis at a cost of €200 and the least amount of billable time is one hour.

The Customer shall inform Kaisa before using a new feature or workflow that was not in the original scope of agreed Service, failing which Kaisa's default overage fees, as set in Appendix 1 to the Order Form, shall automatically apply to the usage of this new feature or workflow by the Customer.

The payment term is thirty (30) days from the date of invoice. Payment shall be performed via bank transfer. All prices are exclusive of applicable value added tax (VAT) or similar taxes or charges. Kaisa reserves the right to charge default interest of the reference rate of interest set by the Central Bank of Sweden plus eight percentage points, as well as collection costs, on all late payments.

The Customer shall notify Kaisa in writing and before the invoice due date if the Customer would like to dispute any portion of any fees payable under an invoice issued pursuant to this Agreement. Following such notification, the parties shall work in good faith to promptly resolve the dispute. If the Customer does not dispute part or all of an invoice before its due date, the Customer shall not be entitled to dispute any fees payable under this invoice.

The Customer has the right to independently determine the price for the Service towards its Users, if applicable.

9. Support / SLA

Kaisa will use commercially reasonable efforts to make the Service available 99.8% of the time. In the event Kaisa does not meet the goal of 99.8% Service availability under an Order Form in a given calendar month ("**Monthly Uptime Percentage**") and provided the Customer is up to date with all invoice payments, the Customer will be eligible to receive a credit on the fees for the Service provided under such Order Form in such month ("**Service**

Credit") as described below. The Service Credit shall be calculated as a percentage of the subscription fee for the Service paid by the Customer under the relevant Order Form for the calendar month in which Kaisa failed to achieve the applicable availability.

The Service is considered to be unavailable if:

- The Kaisa Login Account, the Kaisa Phone Numbers, or the Kaisa API are out of service and unable to forward calls, capture Call Data or request data,
- The Kaisa messaging services are unavailable and unable to let the Customer and/or Users send or receive messages or capture Messaging Data; or
- The Kaisa online form formatting services are unavailable and unable to let the Customer and/or Users format online forms or capture Online Form Data,
- provided that service issues or outages relating to any exclusions (as defined below) shall not be deemed as unavailable time.
- WhatsApp SLA is specific and, whenever applicable, it is covered in the Specific Terms for Customers using the WhatsApp Services to be signed by the parties.

Kaisa shall correct Service unavailability as soon as is reasonably required by the circumstances by using its best efforts after notification of such fault or after a perceived alarm in Kaisa's system. Faults notified by the Customer shall be sufficiently described to enable Kaisa to perform diagnostics and troubleshooting.

Unavailability begins from the perceived alarm or fault notification from the Customer and ends when the fault is repaired and the affected Service is available.

In the event the Service availability falls below 99.8%, provided the Customer is up to date with all invoice payments, Kaisa shall compensate the Customer as follows:

Availability is less than	Service Credit (as percentage of monthly fee)
99.8%	5%
99.4%	10%
95.9%	20%
89.9%	100%

Compensation will be credited against the next subscription fee to be paid by the Customer, provided that a Service Credit has been requested by the Customer as set out below and that the Customer is up to date with all invoice payments. Service Credits may not be transferred or applied to any other account. No cash reimbursements will be made.

To apply for a Service Credit, the Customer must submit a ticket via support.kaisa.io within 30 days of the date on which the Service unavailability occurred. The ticket must include:

1. "SLA Claim" as the subject of the ticket;
2. the dates and times of the unavailability for which the Customer is requesting credit; and
3. any information that documents the claimed unavailability.

For the purpose of measuring availability, downtime of the Service does not include:

1. The period of time when the Service is not available as a result of scheduled maintenance; or
2. The period of time when the Service is not available because of the following performance or availability issues:
 - a) Factors outside Kaisa's reasonable control;
 - b) Unavailability that resulted from a User's, the Customer's or a third party's hardware, software or services;
 - c) Unavailability that resulted from actions or inactions of a User, the Customer or third parties;
 - d) Unavailability that was caused by a User's or the Customer's use of the Service after Kaisa advised the Customer to modify the use of the Service, if the Customer or User did not modify such use as advised;
 - e) Intermittent periods of downtime that are five (5) minutes or less in duration;
 - f) Unavailability that was caused by problems or issues with the services provided by Kaisa's subcontractors, including but not limited to Kaisa's messaging service providers;
 - g) Carrier-related problems or issues, or Internet access or related problems beyond the demarcation point of Kaisa or its direct hosting subcontractors (i.e beyond the point in the network where Kaisa maintains access and control over the Service); or
 - h) Unavailability caused by urgent software updates, server maintenance or security updates.

10. Term and termination

The initial term of this Agreement is set out in the Order Form. If not terminated with three (3) months' prior written notice before the expiration of the initial term, this Agreement shall be automatically extended for twelve (12) months' additional periods, unless and until terminated by either party with a three (3) months' prior written notice before the expiration of any extension term.

Either party is entitled to terminate this Agreement with immediate effect and without incurring any liability to the other party if:

1. The other party commits a material breach to this Agreement and, whenever such breach is capable of remedy, fails to remedy the breach within fourteen (14) days from receiving a written notice from the other party setting out the breach; or

2. The other party becomes insolvent, is declared bankrupt, is put into liquidation, commences composition or restructuring proceedings or arrangements with a major part of its creditors.

The Customer's obligation to pay the fees and charges set out in this Agreement until the end of the agreed term is not affected by a termination according to the above.

All outstanding and newly issued invoices shall automatically become due within fourteen (14) days following termination of the Agreement according to the above.

11. Notices

All notices, requests, invoices and other communications shall be addressed to the contact details mentioned in the Order Form.

All notices under this Agreement shall be in English and in writing and shall be (i) delivered in person, or (ii) sent by registered mail, addressed to the parties at the addresses set out in the Order Form, or to another address that either party notifies the other under this section, or (iii) sent by e-mail with confirmation of delivery to the relevant contact person.

A notice (i) delivered in person or by courier shall be deemed to have been received upon delivery, if this would be within local business hours, or the following business day, (ii) sent by registered mail after five (5) business days from the date of delivery for conveyance by post if this would be within local business hours, or the following business day, and (iii) sent by e-mail after twenty-four (24) hours from the time it was sent if this would be within local business hours, or the following business day, unless the sender receives an out-of-office message in which case the email shall be deemed received the day such message states the recipient will be back to work.

Routine communications relating to the performance of this Agreement may be conducted by e-mail. However, the parties acknowledge and agree that any communication by e-mail shall not amount to a written instrument for the purposes of section on changes below and that any purported variation of this Agreement by e-mail shall have no effect.

12. Changes

Kaisa may make changes to these terms & conditions from time to time for any reason including but not limited to (i) new or amended laws and regulations, (ii) improvements or changes in the Service or (iii) changes in Kaisa's offering, billing processes or pricing models.

Kaisa will publish the changes at kaisa.io/new-terms-conditions and they will not be effective until 30 days after being published. The Customer is responsible for reviewing the terms & conditions on a regular basis. The Customer understands and agrees that its express

acceptance of the terms & conditions or the continued use of the Service after the effective date (30 days after being published) shall constitute an agreement to the updated terms & conditions. If the Customer does not agree with the amended terms & conditions, the Customer should give written notice of this before the amended terms & conditions come into effect whereby Kaisa may elect to continue the Agreement on unchanged terms or terminate the Agreement with 30 days' notice and repay a pro-rated amount of any prepaid fees for the Service for the remaining period.

13. Assignment

Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other party.

Notwithstanding the previous section, Kaisa may, without obtaining the Customer's prior approval, assign or transfer this Agreement, or its rights and obligations, hereunder, to a company within its own company group.

14. Confidentiality

For the entire duration of this Agreement and for a period of five (5) years thereafter, the parties shall keep confidential (and shall not disclose to any third party) all contractual documentation and terms referenced in this Agreement and any and all other information about the other party's business operations and Users that is acquired during the term of this Agreement and which can be reasonably assumed to be confidential or which has been marked or otherwise identified by the other party as confidential.

The obligation to secrecy referred to above shall not apply to information which is:

1. already in the possession of or previously known to the receiving party at the time of its receipt from the disclosing party, other than by breach of an obligation of secrecy;
2. in or comes into the public domain other than by breach of the present obligation of secrecy;
3. obtained from a third party which is permitted to disclose such information, or has been generated by the receiving party without any use of the confidential information received from the disclosing party;
4. required by law or judicial order to be disclosed provided that the disclosing party is notified in advance whenever possible; or
5. provided to the respective (legal) advisors of the parties provided they are under the obligation to treat such information as confidential.

15. Governing law and disputes

This Agreement shall be governed by and construed in accordance with the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The seat of arbitration shall be Stockholm and the language used in the arbitral proceedings shall be English.

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators.

16. Annex

The following Annex to this Agreement constitutes an integral part of the Agreement:

Annex 1: Privacy Policy