OCP Minimum Service Terms

Terms of Service — Omilia Cloud Platform (OCP)

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These Omilia Cloud Platform ("OCP") Minimum Service Terms, together with the OCP Data Privacy Policy, the OCP Security Policy, the OCP Service Level Agreement, the OCP Service Order Form, and all relevant Addendums, either linked herein, attached hereto, or signed separately (collectively, the "OCP Terms") contain the terms and conditions that govern the provision of and access to the Omilia Cloud Platform Services (the "OCP Services" or "Services"), as provided by Omilia Natural Language Solutions Ltd, a company having its registered office at 50, Inomenon Ethnon St., 6042, Larnaca, Cyprus ("Omilia"), to the entity or person agreeing to these Terms ("Customer", "You").

BY ACCEPTING THE OCP TERMS, BY ANY ACCEPTABLE MEANS OF ACTIVE AFFIRMATIVE CONSENT (INCLUDING BUT NOT LIMITED TO, SIGNING, ELECTRONIC SIGNING, CLICKING "I ACCEPT"), AND/OR ACCESSING OR USING THE SERVICES MADE AVAILABLE BY OMILIA HEREUNDER, YOU REPRESENT THAT (I) YOU ARE AUTHORIZED TO ACT ON BEHALF OF CUSTOMER AND HAVE THE AUTHORITY TO LEGALLY BIND CUSTOMER TO THE OCP TERMS, (II) YOU HAVE READ THESE OCP TERMS, AND (III) CUSTOMER SHALL COMPLY WITH AND BE BOUND BY THESE OCP TERMS. IF YOU DO NOT HAVE AUTHORITY TO BIND CUSTOMER, OR IF YOU OR CUSTOMER DO NOT AGREE TO THE OCP TERMS, YOU AND CUSTOMER MAY NOT USE THE SERVICES.

THESE OCP TERMS TAKE EFFECT ON THE DAY YOU ACCEPT THEM OR, IF EARLIER, WHEN YOU USE ANY OF THE OCP SERVICES (THE "EFFECTIVE DATE"). IF YOU HAVE EXECUTED A SEPARATE AGREEMENT WITH OMILIA SPECIFIC TO THIS TRANSACTION, THAT SEPARATE AGREEMENT WILL TAKE PRECEDENCE AS TO THE TERMS AND CONDITIONS APPLICABLE TO YOUR TRANSACTION.

Omilia
Conversational Intelligence

1. Definitions

1.1. "Affiliate" means, with respect to a subject entity, any other entity controlling, controlled by, or under common control with the subject entity.

1.2. "Applicable Law" means all laws, rules, regulations, treaties (and similar governmental obligations), including without limitation local, national and multinational, that are applicable as the context requires.

1.3. "Claim" means any allegation, claim, cause of action, suit, proceeding, arbitration, mediation, or demand of any nature.

1.4. "Confidential Information" means any information that Omilia and Customer may disclose (directly or indirectly) to each other, pertaining to private, proprietary, or confidential information of either Omilia or Customer.

1.5. "Customer Data" means any data, content, or information (including Personal Information) that Customer or Customer End-Users submit, upload, transmit, or otherwise make available to or through the OCP Services, excluding Aggregated Data and Usage Data.

1.6. "Customer End-User" means any employee, representative, user, agent, or any other individual the Customer authorizes to use the OCP Services.

1.7. "Data Privacy Laws" means all applicable laws, and any implementing laws, regulations and guidance, pertaining to privacy, data security, data protection, confidentiality, or the processing of Personal Information, including but not limited to, the Health Insurance Portability and Accountability Act, the California Consumer Privacy Act, Canada's Personal Information Protection and Electronic Documents Act, the EU General Data Protection Regulation, and the EU ePrivacy Directive.

1.8. "Derived Data" means outputs, artifacts, or results generated by the OCP Services from processing Customer Data, including intent classifications, summaries, transcriptions, and routing decisions.

1.9. "DPA" means the Omilia Data Processing Addendum, available at omilia.com, as may be updated from time to time, which governs the processing of Personal Information by Omilia on behalf of Customer.

1.10. "Effective Date" has the meaning set forth in the Recitals.

1.11. "Intellectual Property Rights" or "Proprietary Rights" means any and all intellectual property rights anywhere in the world, including, without limitation, all rights in, arising out of, or associated therewith (a) procedures, designs, inventions, discoveries, and all patents issued or issuable thereon; (b) works of authorship, copyrights and other rights in works of authorship; (c) trade secrets; (d) know-how; (e) copyrights and trademarks; and (f) mask work rights.

1.12. "Materials" means source code, software, hardware, servers, networks, and similar materials.

1.13. "Omilia Marks" or "Marks" means business names, trade names, trademarks, service names, logos, and similar identifiers of Omilia or its Affiliates.

1.14. "OCP Data Privacy Policy" means the terms set forth at ocp.ai/privacy-policy.

1.15. "OCP Security Policy" means the terms set forth at ocp.ai/securitypolicy.

1.16. "OCP SLA" means the OCP Service Level Agreement as per the terms set forth at ocp.ai/sla.

1.17. "Personal Information" means any information that identifies, relates to, describes, or is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, including, but not limited to, his or her name, social security number, physical characteristics, physical address, email address, telephone number, government issued ID number, unique identifier, financial information (e.g. credit card number) or medical information, or any other information that qualifies as "personal information", "personal data", "personally identifiable information" or any similar terms under any applicable Data Protection Laws.

1.18. "Subprocessor" means any third party engaged by Omilia to process Customer Data on behalf of Customer in connection with the provision of the OCP Services, excluding infrastructure providers (such as AWS and Azure) to the extent they act solely as hosting providers.

2. License – Intellectual Property Rights

2.1. Omilia grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license for the duration of the provision of the OCP Services to access and use the OCP Services described within the OCP Service Order Form(s) and any software provided by Omilia to access those OCP Services, including Omilia proprietary interface elements, application program interfaces and/or software development kits, and the related documentation, data, code, sample applications and materials (collectively, "Software"), solely for applicable business purposes.

2.2. Customer acknowledges and agrees that Omilia exclusively owns all right, title and interest to the OCP Services and Software, including without limitation code, deliverables copyrights, know how, Marks, trade secrets, service marks, logos, copyrights, know-how, information and system data, technologies, intellectual property, information and data generated by Omilia or Omilia's systems, whether pre-existing, or created after the effective date of the OCP Terms, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Services and Software).

2.3. Customer does not acquire any rights, express or implied, in the OCP Services, except as expressly granted herein. Customer acknowledges and agrees that its rights in and to Omilia's technology and the OCP Services are limited to the license rights set forth in this Section. Customer shall not claim ownership or proprietary rights in Omilia's technology or the OCP Services. Customer agrees that any deliverables, Omilia products or Omilia services, that are based on an existing product of Omilia that have been improved or enhanced with extra functionalities, as well as any model of Omilia, and in particular (i) software, (ii) tools, (iii) acoustic models, (iv) semantic and/or language model(s), improved or enhanced as a result of training with Customer data as well as any and all derivative works of the above deliverables shall constitute Omilia's Intellectual Property.

2.4. For the avoidance of doubt, as between the parties, Customer retains all right, title, and interest in and to Customer Data. Nothing in these OCP Terms shall be construed as transferring ownership of Customer Data to Omilia, except as expressly set forth in Section 5 (Data Processing, Security and Usage).

2.5. Feedback. If Customer provides Omilia with any suggestions, ideas, enhancement requests, feedback, or recommendations regarding the OCP Services ("Feedback"), Omilia shall be free to use, disclose, reproduce, and exploit such Feedback without restriction or obligation of any kind to Customer.

3. Provision of Services

3.1. Omilia provides and maintains through itself and authorized third parties the hardware, equipment, technical support, systems, and personnel necessary to ensure the hosting and controlling of the OCP Services. All patches and fixes and standard new releases and new versions of the OCP Services will be provided to Customers at no additional charge when generally available. Non-standard upgrades and optional product enhancements, such as other Omilia products, integration work, extensive customization and non-standard features, may be made available for an additional fee.

3.2. The infrastructure used to provide the OCP Services and Customer data may be hosted on servers that are controlled by Microsoft Azure ("Azure") and/or Amazon Web Services ("AWS"). By using the Services, Customer consents to this processing and storage of Customer Data and the Azure and/or AWS Service Terms which can respectively be consulted at their published legal terms.

3.3. Customer's use of the OCP Services is subject to the OCP Service Level Agreement (SLA), which is provided at ocp.ai/sla, except for: (i) occasional planned downtime at non-peak hours (for which advance notice will be provided); or (ii) any unavailability caused by circumstances beyond Omilia's

reasonable control, including failure or delay of Customer's Internet connection, misconfiguration by Customer or any third party, issues on Customer's network, or telecommunications services contracted by or for Customer, or (iii) unavailability as a result of the actions of Azure or AWS, including (a) any maintenance or planned downtime of the Azure or AWS services, (b) any fault or failure of the Azure or AWS services, or (c) Azure or AWS either terminating the Azure or AWS Customer Agreement or suspending Omilia's or Customer's use of Azure or AWS services.

3.4. Omilia may terminate the provision of Services immediately and without liability to Customer if: (i) Customer or any Customer End-User infringes (or will likely or threatens to infringe) Omilia's intellectual property rights; or (ii) Customer or any Customer End-User willfully violates or otherwise fails to comply to the Acceptable Use Terms and Other Restrictions set forth in sections 6 & 7 of these OCP Terms; or (iii) Customer files for (or is involuntarily forced into) bankruptcy proceedings; (iv) Customer has not accessed the OCP Console or if the Services have had no network activity for a period of 60 days; or (v) Customer does not accept proposed amendments to the OCP Terms as set forth in Section 12.

3.5. Upon termination of the provision of the OCP Services, Omilia will make Customer Data (as it existed at the end of the OCP Services Term) available for retrieval by the Customer for a retrieval period of ninety (90) days. At the end of such retrieval period, and except as may be required by law, Omilia may delete or otherwise render unrecoverable any Customer Data that remains in the OCP Services. Customer may request that such data be exported in a readable format during this retrieval period and provided to Customer for an additional fee.

4. Confidentiality

4.1. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under these OCP Terms, and will safeguard the disclosing party's Confidential Information to avoid unauthorized disclosure or use with the same care it uses to protect its own Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or subcontractors who need to know it and who have agreed in writing to keep it confidential.

4.2. Notwithstanding any provision to the contrary in these OCP Terms, the recipient or its Affiliate may also disclose Confidential Information to the extent required by an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority or legal procedure. In such event of required disclosure, the recipient or its Affiliate shall use reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure, provided the recipient determines in good faith that complying with (a) and/or (b) does not threaten to: (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

4.3. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party without restriction prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully received from a third party without restriction on disclosure.

4.4. Term. The confidentiality obligations under this Section 4 shall survive termination of these OCP Terms for a period of five (5) years, provided that obligations with respect to trade secrets shall continue for so long as such information remains a trade secret under Applicable Law.

4.5. Return or Destruction. Upon termination of these OCP Terms or upon written request by the disclosing party, the receiving party shall, at the disclosing party's election, return or destroy all Confidential Information in its possession, except that the receiving party may retain copies as required by Applicable Law or for internal archival and compliance purposes, subject to the ongoing confidentiality obligations of this Section 4.

5. Data Processing, Security and Usage

5.1. Customer grants Omilia a non-exclusive license to access, use, and process Customer Data solely as necessary to provide, maintain, and support the OCP Services in accordance with these OCP Terms and Customer's documented instructions. Omilia shall process Customer Data as a data processor (as defined under the GDPR) or equivalent role under other applicable Data Privacy Laws, and shall not process Customer Data for any purpose other than the provision of the OCP Services except as otherwise expressly permitted under these OCP Terms.

5.2. Customer hereby grants Omilia a perpetual, irrevocable right to use certain de-identified non-sensitive and/or aggregated Customer Data, and in particular IVR captured customer voice utterances, audio files, as well as text files derived from such data (Aggregated Data, as defined below), for the purpose of allowing Omilia to develop, improve, tune and model Omilia's speech recognition, natural language understanding, voice biometrics, and artificial intelligence and/or machine learning algorithms (collectively, the "Omilia Models"). Customer acknowledges that Omilia's allowed use of such Aggregated Data for training of the Omilia Models is material to Omilia's performance of the Services to Customer in compliance with the Terms of the Agreement and any SOWs. Customer understands and agrees that such right does not create any right, title, or interest in or to Omilia's Intellectual Property, including the Omilia Models, or other proprietary rights. "Aggregated Data" means information that has been aggregated and deidentified such that it does not constitute Personally Identifiable Information, cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual, household, or Customer, and does not reveal any Customer Confidential Information. To the extent permitted by law, Omilia retains the right to move the Aggregated Data to other data center and / or data center locations.

5.2.1. Omilia shall not attempt to re-identify any data subject from Aggregated Data. Once Aggregated Data has been incorporated into improvements to the Omilia Models or OCP Services, such data cannot be returned, deleted, or separated from the improved models. Customer acknowledges that the license granted under Section 5.2 cannot be revoked with respect to Aggregated Data already incorporated into Omilia's platform.

5.2.2. Relationship to DPA. The parties acknowledge that the processing of Aggregated Data under this Section 5.2 constitutes Omilia's use of de-identified, non-personal data for product improvement purposes, and is not processing of Customer Data for Omilia's own business purposes within the meaning of the DPA. The restrictions on processing for Omilia's own purposes set forth in the DPA do not apply to Aggregated Data processed in accordance with this Section 5.2, as Aggregated Data does not constitute Personal Information or Customer Data (as defined in the DPA) by virtue of its de-identification.

5.3. Customer shall be responsible for any consents from, and notices to, its own end customers or users, as required by Data Privacy Laws, to allow: (a) Customer's use of OCP Services and related technology to the provision of the Services, and; (b) Omilia's accessing, storing, and processing of data provided by Customer (including Personal Information, if applicable) under the Agreement.

5.4. If Customer decides to use SMS or other messaging functionality, Customer shall comply with all applicable consumer regulations as well as with opt-in and opt-out requirements applicable to Customer's business use of SMS or other messaging functionality, including, but not limited to obtaining and maintaining valid consumer consent to receive SMS or other messages.

5.5. Customer agrees that OCP Services include monitoring of user activity and generate system data based on such activity, and understands that Omilia shall not use or disclose personally identifiable user information to any third party without the prior written consent of the Customer, as applicable, except to subcontractors performing services for Omilia who are bound by confidentiality terms. It is understood that non-personally identifiable data, transcripts and information generated by Omilia's systems may be used by Omilia for purposes such as, but not limited to, troubleshooting, optimization and tuning, system improvements, customer support and reporting. Omilia may, in its sole discretion, review, modify, relocate, remove or otherwise eliminate any content or other material sent through or otherwise included in the OCP Services by the Customer or anyone on behalf of or for the benefit of the Customer in the event such content is not in compliance of the OCP Services. Omilia shall be

permitted to process Customer's data for the following purposes: (a) to provide the OCP Services; (b) to operate, maintain, enhance and support such OCP Services (and related services) and the infrastructure used to provide the OCP Services; and (c) to respond to customer support requests.

5.6. Customer may select the geographical region or country where certain Customer Data will be stored ("Data Location"), and Omilia will store it there in accordance with these OCP Terms and the applicable OCP Data Privacy and OCP Security Policies. If Customer does not specify a Data Location with respect to any Customer Data, Omilia may process and store the Customer Data in any data center where servers providing the OCP Services are located. To the extent permitted by law, Omilia retains the right to move the Data to other data center and / or data center locations, within the selected Data Location. By using the Services, Customer consents to this processing and storage of Customer Data.

5.7. Customer will ensure to undertake all necessary measures to meet all requirements of the applicable Data Privacy Laws. If, under applicable Data Privacy Laws, Customer is a data processor (or data importer) and Omilia is a sub-processor (or sub-importer), Customer shall ensure that Omilia shall be permitted to process Customer's data for the following purposes: (a) to provide the Services; (b) to operate, maintain, enhance and support such Services (and related services) and the infrastructure used to provide the Services; and (c) to respond to customer support requests.

5.8. Any data handling and processing performed by Omilia enabling it to provide the agreed OCP Services to the Customer is subject to the OCP Security Policy and the OCP Data Privacy Policy which form an integral part of these OCP Terms. Customer may not impose any obligations on Omilia without Omilia's express written consent.

5.9. Security Incident Notification. In the event Omilia becomes aware of a confirmed security incident affecting Customer Data ("Security Incident"), Omilia shall notify Customer without undue delay. Omilia shall provide Customer with information reasonably necessary for Customer to fulfill any breach notification obligations under applicable Data Privacy Laws, and shall provide updates as further information becomes available. The parties' respective obligations regarding personal data breaches are further set forth in the DPA.

5.10. Data Processing Addendum. To the extent Omilia processes Personal Information on behalf of Customer as a data processor (or equivalent role under applicable Data Privacy Laws), the processing shall be governed by Omilia's Data Processing Addendum ("DPA"), available at omilia.com, which is incorporated by reference into these OCP Terms. By accepting these OCP Terms, Customer agrees to be bound by the DPA as it applies to the processing of Personal Information through the OCP Services.

6. Acceptable Use

6.1. Customer agrees to use the OCP Services only in full compliance with applicable laws and regulations and with the terms set forth in this Section 6 of these OCP Terms ("Acceptable Use Terms").

6.2. If Omilia becomes aware that the Customer's (or any Customer End-User's) use of the Services violates or otherwise fails to comply with the Acceptable Use Terms, Omilia will give Customer notice of the violation by requesting that Customer correct the violation. Omilia may Suspend all or part of Customer's use of the Services until the violation is corrected.

6.3. As specified in article 3.4 of these OCP Terms, Omilia reserves the right to terminate the provision of Services in case of Customer's (or any Customer End-User's) repeated or willful violations of the Acceptable Use Terms, or failure to correct such violations.

6.4. As a condition of using the OCP Services, Customer shall be responsible for any Customer's End-Users.

6.5. Customer agrees not to, and not to allow third parties to use the OCP Services in any manner: (i) to engage in, or promote or encourage illegal activity or to commit fraud; (ii) to damage, disable, overburden, or impair any Omilia server, or the network(s) connected to any Omilia server; (iii) to

interfere with the use of the OCP Services or the equipment used to provide the Services, by other customers, authorized resellers, or other authorized users; (iv) to attempt to gain unauthorized access to any OCP Services, other accounts, computer systems or networks connected to any Omilia server or to any of the OCP Services by any means; (v) to operate robots or spiders to scan Omilia's databases or web pages, or to use "deep linking" to Omilia's web pages; (vi) to violate any patent, trademark, trade secret, copyright, or any other intellectual property right; (vii) to falsify or delete any copyright management information; (viii) to generate, distribute, publish or facilitate contests, pyramid schemes, chain letters, mass email, spamming or any duplicative or unsolicited messages; (ix) to violate, or encourage the violation of, the legal rights of others; (x) for any unlawful, invasive, infringing, defamatory or fraudulent purpose; (xi) to store or produce telephone numbers to be called, using a random or sequential number generator, and dial such numbers.

7. Additional Restrictions

7.1. Unless otherwise stipulated herein in these OCP Terms, Customer will not, and will not allow third parties under its control to: (i) modify, decompile, reverse-engineer, disassemble or otherwise attempt, directly or indirectly to obtain, or derive source code for the OCP Services; (ii) use any Omilia Confidential Information or Omilia intellectual property to create, distribute, sell, license, market or promote any Customer technology or service or any third-Party technology or service without the prior written approval of Omilia; (iii) use any Omilia Confidential Information or Omilia intellectual property in conjunction with any third-Party technology without the prior written approval of Omilia; or (iv) introduce into the OCP Services any threats known as software viruses, time bombs, logic bombs, Trojan horses, trap doors, or other malicious computer instructions.

7.2. Customer acknowledges that any breach of Sections 2 (License - Intellectual Property Rights) or 7.1 (Additional Restrictions) would cause irreparable harm to Omilia for which monetary damages would be an inadequate remedy. Accordingly, Omilia shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction without the necessity of proving actual damages or posting any bond.

8. Warranties

8.1. Omilia and Customer represent and warrant to each other that: (i) they have the right to perform their respective obligations in the manner contemplated by these OCP Terms, and in a professional workmanlike manner, and (ii) these OCP Terms do not and shall not conflict with any other agreement entered into by it.

8.2. Except for the foregoing warranties and any warranties contained in any applicable Addendum, if any, and to the fullest extent permissible under applicable Law, both Omilia and Customer disclaim all representations and warranties, express and implied, concerning or related to these OCP Terms and any of the services provided hereunder or under the applicable Addendum, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8.3. AI Output Disclaimer. Customer acknowledges that the OCP Services utilize artificial intelligence and machine learning technologies, and that outputs generated by such technologies (including speech recognition, natural language understanding, intent classification, and automated responses) are probabilistic in nature and may not be error-free. Omilia does not warrant the accuracy, completeness, or reliability of any AI-generated output. Customer is solely responsible for implementing appropriate human oversight, review, and governance processes for any use of OCP Services outputs in connection with decisions that have legal, financial, regulatory, or material operational consequences.

9. Limitation of Liability

In no event shall either Omilia or Customer be liable for any indirect, incidental, consequential or punitive damages, or for any damages for lost profits, loss of use, loss of business, loss of revenue, arising out of or in relation to these OCP Terms or the services relating to such documents.

Additionally, in no event shall either Omilia or Customer be liable for any cause or claim whatsoever arising out of or related to these OCP Terms in excess of the greater of (a) EUR 1,000,000 or (b) the fees paid or payable by Customer to Omilia for the OCP Services during the twelve (12) month period immediately preceding the date on which the cause of action arose. The limitations and exclusions contained herein will apply regardless of whether the cause of action arises in contract, tort or otherwise. Neither Omilia nor Customer shall be liable for any acts or omissions of third Parties not under its control. Omilia shall not be liable for any third-Party services, code, technology, applications, policies, procedures, or products. In the event that Applicable Law does not allow the limitation of liability as set forth in this Section 9, the limitations detailed in this Section 9 will be deemed modified solely to the extent necessary to comply with Applicable Law. Notwithstanding anything contained herein to the contrary, neither Omilia nor Customer excludes or limits liability for death or personal injury arising from its gross negligence or willful misconduct.

10. Indemnity

10.1. Omilia and Customer agree that third party claims pertaining to their respective intellectual property shall be addressed and managed in accordance with the process outlined below.

10.2. Customer Indemnity. If a third party claims against Omilia that Customer's intellectual property (including, without limitation, applications and data) or content provided to Omilia or used by Customer to perform its duties hereunder infringes such third party's patent(s) issued as of the Effective Date, copyright or trademark, Customer shall defend and pay all costs of defense of such claim, and will indemnify and hold Omilia harmless from and against any settlement amounts agreed to by Customer or damages finally awarded by a court of competent jurisdiction or administrative authority to such third party. In addition, Customer shall indemnify and hold harmless Omilia from any third party claims, actions, suits, procedures, penalties, fines, liabilities, losses or damages asserted against Omilia based upon or arising out of Customer's acts or omissions or failure to perform, or its wrongful performance of, any of its obligations or duties under these OCP Terms, and/or an Addendum.

10.3. Omilia Indemnity. If a third party claims against Customer that the OCP Services infringe such third party's patent issued in the EU and the US, as of the Effective Date, copyright or trademark (a "Claim"), Omilia will defend the Claim and pay all reasonable costs of defense of such claim, and will indemnify and hold harmless Customer from and against all settlement amounts agreed upon by Omilia or damages finally awarded by a court of competent jurisdiction or administrative authority to such third party. The indemnification set forth in this Section 10.3 is Omilia's entire liability, and Customer's sole and exclusive remedy, for third party Claims. In the event that Omilia determines a risk of an infringement, at Omilia's option and expense, Omilia may replace or modify the OCP Services with substantially equivalent services or replacement services so that such services are no longer infringing, or obtain for Customer the right to continue using the OCP Services.

10.4. Exclusions from Omilia Indemnity. Omilia shall have no obligation under Section 10.3 to the extent a Claim arises from: (a) Customer Data or content provided by Customer; (b) modifications to the OCP Services made by or on behalf of Customer without Omilia's prior written approval; (c) Customer's use of the OCP Services in combination with products, services, or technologies not provided by Omilia, where the infringement would not have occurred absent such combination; or (d) Customer's use of the OCP Services in violation of these OCP Terms or applicable documentation.

11. Force Majeure

Omilia and Customer shall not be liable to each other or any other person for any delay or failure in the performance of their respective obligations set forth in these OCP Terms or for loss or damage of any nature whatsoever due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, pandemic, acts of terrorism, acts of god or mother nature, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond Omilia or Customer's reasonable control.

The affected party shall provide prompt written notice of the force majeure event and shall use commercially reasonable efforts to mitigate its effects. If a force majeure event continues for more than ninety (90) consecutive days, either party may terminate the affected OCP Service Order Form(s) upon written notice to the other party, without further liability.

12. Amendments

12.1. To the Services. Omilia may make commercially reasonable updates to the Services from time to time. If Omilia makes a material change to the Services, Omilia will inform Customer, provided that Customer has subscribed with Omilia to be informed about such change.

12.2. To the OCP Terms. Omilia may make changes to these OCP Terms, including any linked documents, from time to time. Unless otherwise communicated by Omilia, material changes to the OCP Terms will become effective 30 days after they are posted by either: (i) sending an email to Customer's primary point of contact; (ii) posting a notice upon logging in the OCP Console; or (iii) posting a notice to the applicable Terms or Linked Document. If Customer does not agree to the revised OCP Terms, they shall stop using the Services and the terms set forth in section 3.5 ("Provision of Services") of this Agreement will be applicable.

12.3. To the Data Processing, Security and Usage Terms. Unless otherwise expressly permitted in the terms set forth in Section 5 of these OCP Terms, Omilia may change the Data Processing, Security and Usage Terms where such change is required to comply with applicable law, court order, or guidance issued by a governmental regulator or agency. If Omilia makes a material change to the Data Processing and Security Terms in accordance with this Section, Omilia will post the modification to the URL containing those terms.

13. Governing Law and Dispute Resolution

13.1. These OCP Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of laws principles.

13.2. Any dispute arising out of or in connection with these OCP Terms that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Larnaca, Cyprus.

13.3. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

14. Assignment and Change of Control

14.1. Neither party may assign or transfer these OCP Terms or any rights or obligations hereunder without the prior written consent of the other party, except that either party may assign these OCP Terms to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee assumes all obligations under these OCP Terms.

14.2. In the event of a change of control of Customer (whether by merger, acquisition, or otherwise), Omilia shall have the right to terminate these OCP Terms upon thirty (30) days written notice if the acquiring entity is a direct competitor of Omilia.

15. Sanctions and Export Controls

15.1. Each party represents and warrants that it is in compliance with all applicable export control laws and economic sanctions regulations, including those administered by the United States, European Union, United Kingdom, and United Nations.

15.2. Customer warrants that it will not use the OCP Services in any embargoed territory or for any prohibited end-use, and that neither Customer nor any Customer End-User is listed on any applicable denied party or restricted party list.

15.3. Omilia may suspend or terminate the OCP Services immediately if Omilia reasonably determines that continued performance would violate applicable sanctions or export control laws.

16. Notices

All notices under these OCP Terms shall be in writing and deemed given when delivered by hand, sent by recognized overnight courier, or sent by email (with confirmation of receipt) to:

To Omilia: Omilia Natural Language Solutions Ltd., Inomenon Ethnon 50, 6042, Larnaca, Cyprus. Attn: Legal Department. Email: legal@omilia.com. Tel: +357 24 030325.

To Customer: as specified in the applicable OCP Service Order Form.

17. Miscellaneous

17.1. Entire Agreement. These OCP Terms, together with all documents referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and representations.

17.2. Severability. If any provision of these OCP Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.3. Waiver. No failure or delay by either party in exercising any right under these OCP Terms shall constitute a waiver of that right.

17.4. Order of Precedence. In the event of a conflict between these OCP Terms and any OCP Service Order Form or Addendum, the OCP Service Order Form or Addendum shall prevail to the extent of such conflict, unless the OCP Terms expressly state otherwise.