

End-User Licence Agreement (JP)

You (“**Client**” or “**Licensee**”) purchased access to the Services from us (“**Content Guru**” or “**Licensor**”). We license use of the Services to you under the terms of this End-User Licence Agreement (“**EULA**”).

1. DEFINITIONS

- 1.1 “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2 “**Add-ons**” are additional features, functionalities and services obtained from or performed by a third-party service provider.
- 1.3 “**AI Regulations**” means all applicable laws, regulations and binding regulatory requirements relating to artificial intelligence and automated decisioning (including profiling and algorithmic scoring), in any jurisdiction where the Services are accessed or used or where any AI Output is used or has effect, including Regulation (EU) 2024/1689 (Artificial Intelligence Act) (the “**AI Act**”), as amended or replaced from time to time.
- 1.4 “**AI Features**” means any automated scoring, summarisation, classification, flagging, sentiment/interaction analytics, or other AI-assisted functionality made available as part of the Services, including any Large Language Model (LLM) assisted functionality.
- 1.5 “**AI Output**” means any score, answer, label, summary, recommendation, dashboard, flag, trend, insight, report, or other output generated by the AI Features using automated techniques.
- 1.6 “**Authorised Users**” means Licensee’s named employees and representatives for whom access to the Services has been expressly granted under an Order and this EULA.
- 1.7 “**Documentation**” means any service specifications, user guides, manuals, operating or security policies or any other documentation as may be provided to you by Licensor from time to time.
- 1.8 “**High-Risk Use**” means use of the Services in a manner that causes the Services (or any component) to be classified as “high-risk” under AI Regulations), including where used to assist with workplace monitoring and/or performance evaluation.
- 1.9 “**Licensee Data**” means any electronic data, information or material provided or submitted by or for Licensee or its Authorised Users into the Services, excluding existing content and non-Licensor Applications.
- 1.10 “**Licensee Materials**” means all documents, information, items and materials in any form, whether owned by Licensee or a third party, which are provided by Licensee to Licensor in connection with the Services.

- 1.11 “**Malicious Code**” means code, files, scripts, agents or programs intended or likely to cause harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.12 “**Non-Licensor Application**” means a web-based, mobile, offline or other software application functionality, including but not limited to open source, freeware, shareware or similar software that interoperates with the Services that is provided by Licensee or a third party.
- 1.13 “**Order**” means an order placed by Licensee with Licensor for the provision of the Services.
- 1.14 “**Prohibited Use**” means any use of the Services or AI Features that is prohibited under AI Regulations.
- 1.15 “**Territory**” means the territory where the Services are received.
- 1.16 “**Text Data**” means text-based content provided to the Services, including transcripts, chat messages, emails, tickets, and other written communications, and any associated labels/metadata provided by Licensee.
- 1.17 “**Transcript**” means a text transcription of an audio recording (or other interaction), whether generated by the Services or a third party.

2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, Licensor hereby grants to you a non-exclusive, non-transferable, non-sublicensable, irrevocable licence to access and use the Services in the Territory for your internal business purposes, in the specific configuration in the Service Specification for the duration of the Order.
- 2.2 You may access and use the Services for the agreed purpose only and for the number of concurrent Authorised Users agreed between us. You will use the Services only in accordance with any Documentation as may be provided to you by Licensor under any Order or this EULA from time to time. We will host and retain physical control over the Services and make the storm platform available only through the internet for access, use and operation for you by your Authorised Users. We shall have no obligation to deliver or otherwise make available to you any copies of computer programs or code, whether in object code or source code form.
- 2.3 We may update or require you to update the Services, provided that the Services shall always materially match the description that we provided to you in the Service Specification.
- 2.4 You may receive and use supplementary software code or updates of the Services incorporating "patches" and corrections of bugs or errors as may be provided by Licensor from time to time.
- 2.5 You acknowledge that the Services provide configurable functionality and that You are solely responsible for:
 - 2.5.1 selecting and configuring features appropriate for any intended use case;
 - 2.5.2 ensuring that any configuration or deployment complies with AI Regulations; and

2.5.3 not enabling or deploying features in a manner that would result in Prohibited Use.

Supplier may, at its sole discretion, restrict the availability of certain features in specific jurisdictions to support regulatory compliance. You will comply with any such restrictions notified by Supplier.

2.6 You acknowledge that the Services may generate AI Outputs based on Text Data. AI Outputs are intended to support quality management and coaching workflows and do not constitute professional advice. Licensee remains solely responsible for all employment/HR decisions and for ensuring that any AI Output is reviewed by appropriately trained personnel before being used to take or support decisions that may affect individuals.

2.7 We reserve the right to modify, restrict, or discontinue features of the Services as may be necessary to ensure compliance with AI Regulations. We shall use reasonable endeavours to provide advance notice of any such changes. You will cooperate with us in implementing any changes required for regulatory compliance, including updating configurations, accepting software updates or modifying use practices.

2.8 We may immediately suspend your access to the Services (in whole or in part) if we reasonably believe that you are using or intend to use the Services in breach of this EULA or in a manner that may expose Licensor to regulatory risk.

3. RESTRICTIONS

3.1 Licensee and its Authorised Users shall not access or use the Services except as otherwise expressly permitted or contemplated by the Order or this EULA. For the purpose of clarity and without limiting the generality of the foregoing, Licensee and its Authorised Users shall not:

3.1.1 Allow access to the Services or otherwise make any Services available to anyone other than Licensee or Authorised Users, or use any Services for the benefit of anyone other than Licensee or its Affiliates, unless expressly stated otherwise by Licensor in writing;

3.1.2 Modify, translate, adapt, alter or create derivative works of the Services;

3.1.3 Copy, rent, lease, lend, sell, re-sell, sublicense, assign, distribute, publish, transfer, or otherwise exploit or make available the Services to any person or third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.1.4 Bypass, breach or attempt to bypass or breach any security device or protection used by or incorporated into the Services;

3.1.5 Use the Services to store or transmit infringing, libellous, malicious or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

3.1.6 Input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any Malicious Code;

3.1.7 Interfere with or disrupt the integrity or performance of any Services or Licensor or third-party data contained therein;

- 3.1.8 Attempt to gain unauthorised access to any Services or its related systems or networks;
- 3.1.9 Permit direct or indirect access to or use of any Services in a way that circumvents any contractual usage or capacity limit, or use any Services to access or use any intellectual property except as permitted under this EULA;
- 3.1.10 use the Services with any software or other materials that are subject to licences or restrictions (e.g., open source software licences) that, when combined with the Services, could require Licensor to disclose, license, distribute or otherwise make all or any part of the Services available to anyone, or grant others any rights to modify the Services;
- 3.1.11 Frame or mirror any part of any Services other than framing on Licensee's own intranets or otherwise for its own internal business purposes;
- 3.1.12 Except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent;
- 3.1.13 Attempt to access the Services in source code form;
- 3.1.14 Access the Services outside the Territory;
- 3.1.15 Otherwise use the Services in any unlawful manner (including any applicable local, state, national or international laws and regulations);
- 3.1.16 use any AI Output as the sole basis for a decision producing legal or similarly significant effects concerning a natural person without meaningful human review;
- 3.1.17 use, enable, configure, prompt, or otherwise operate the Services for any Prohibited Use;
- 3.1.18 use the Services for biometric identification, biometric categorisation, or emotion-recognition purposes (including by combining the Services with other tools), unless expressly agreed in writing in an Order and permitted by applicable law;
- 3.1.19 prompt the Services to infer or determine sensitive attributes or states of an employee (including health status) from Transcripts or other content, or to recommend employment actions (e.g., termination/discipline) based solely on AI Outputs; or
- 3.1.20 disable, delete, materially interfere with, or bypass audit trails or logs made available by the Services, except as permitted by the Documentation and applicable law.

- 3.2 Licensor may monitor the Services to prevent or detect any violation of this EULA. Any violation of this EULA shall constitute a material breach of this EULA and any Order which, without limitation to its other rights and remedies under this EULA or at law, shall entitle Licensor to immediately revoke the licence and terminate the Order.

4. OBLIGATIONS

- 4.1 Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.
- 4.2 Licensor shall have the right in its absolute discretion to suspend, bar or restrict access to the Services if at any time Licensor is directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the Services.

- 4.3 Licensor acting reasonably reserves the right to take any necessary corrective actions in the event Licensee's Services experience unusual or unexpectedly high contact volumes (for example, a DDoS (distributed denial-of-service) attack on Licensee's Services) that may disrupt Licensee's Services or the services Licensor provides to other customers. Licensor will notify Licensee promptly and use reasonable endeavours to agree an action plan to manage and address the abnormal contact volumes. In the event the parties are unable to agree an action plan, Licensor (acting reasonably) reserves the right at its discretion to suspend, bar, restrict or terminate the affected Service.
- 4.4 Licensee acknowledges and accepts that the ability to make calls to the Emergency Services may be adversely affected in cases where Licensee uses the Services to make outbound calls over the internet. The Emergency Services may not receive accurate information on the location of callers, or calls may fail due to power or internet connection failures. Licensor accepts no liability for the failure of such calls and Licensee should therefore ensure that all users are aware of these limitations and have alternative means of accessing the Emergency Services.
- 4.5 Licensee shall ensure that (where appropriate to do so under applicable law): all location information (including address information, Caller Line Identification (CLI) and associated site address) is up-to-date and accurate in all respects; and that all necessary equipment is configured to present a CLI that correctly corresponds to the correct site so that Licensor is able to provide accurate location information to the Emergency Services. Licensee shall promptly update Licensor in the event such location information changes. Licensee accepts full responsibility for failure to comply with its obligations and agrees to indemnify Licensor in full for, and save Licensor harmless from and against, all costs, expenses, damages, liabilities and losses (whether direct or indirect) of any kind, including (without limitation) any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Licensor as a result of or whatsoever related to the Emergency Services being dispatched to a location other than the location from which the call to the Emergency Services originated as a result of Licensor's failure to comply with its obligations.
- 4.6 Licensee shall ensure that all Authorised Users who access or use AI Features have received appropriate training and are aware of:
- 4.6.1 the lawful and intended uses of such features as described in the Documentation;
 - 4.6.2 any restrictions on use applicable under AI Regulations; and
 - 4.6.3 Licensee's internal policies and procedures for ensuring compliant use of AI Features and the Services.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Licensor hereby grants Licensee, in accordance with this EULA and during the term of any Order, a non-exclusive, non-transferrable, irrevocable licence to use the Services or other Documentation provided by Licensor to the extent necessary to access the Services.
- 5.2 Licensee hereby grants Licensor a fully paid-up, non-exclusive, non-transferable, royalty-free licence to access, use, copy and/or modify Licensee Materials for the term of this EULA for the purpose of providing the Services to Licensee.

- 5.3 All intellectual property rights belonging to a party prior to the date of the Agreement (“Pre-Existing IPR”) shall remain with, and vested in, that party and shall not be assigned hereunder. Licensor retains all title, copyright and other proprietary rights in the Services and Documentation, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Any use of either party’s Pre-Existing IPR other than as expressly described in this EULA requires prior written approval from the owning party.
- 5.4 Any new intellectual property rights, including without limitation any invention, creation, service, product, release, modification or improvement, created under this EULA (“New IPRs”) will belong to Licensor. Licensor will grant to Licensee a non-exclusive, non-transferable, irrevocable licence to use any New IPRs in accordance with and for the term of the Order.
- 5.5 Licensee hereby grants Licensor and its respective Affiliates and assigns a non-exclusive, non-transferable, royalty-free, revocable right to use the name, any logo or trademark of Licensee in any advertising or promotional materials, including Licensor’s (and its Affiliates and assigns) websites, related to the promotion of Licensor’s products and services, at all times subject to Licensor obtaining Licensee’s prior written consent of such use and the proposed content.

6. LICENSEE DATA

- 6.1 Licensor will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Licensee Data (other than by Licensee or Authorised Users).
- 6.2 Licensor will process Licensee Data under this EULA in accordance with applicable data protection and privacy laws, subject at all times to Licensor’s regulatory, audit and retention requirements.
- 6.3 Licensee grants Licensor, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Licensor Applications and program code created by or for Licensee using a Service or for use by Licensee with the Services, and Licensee Data, each as appropriate for Licensor to provide and ensure proper operation of the Services and associated systems in accordance with this EULA. If Licensee chooses to use a Non-Licensor Application with the Services, Licensee grants Licensor permission to allow the Non-Licensor Application and its provider to access Licensee Data and information about Licensee’s usage of the Non-Licensor Application as appropriate for the interoperation of that Non-Licensor Application with the Services. Subject to the limited licenses granted herein, Licensor acquires no right, title or interest from Licensee or its licensors under this EULA in or to any Licensee Data, Non-Licensor Application or such program code.
- 6.4 Licensee will comply with all applicable data protection and privacy laws when accessing the Services under this EULA.

7. AI REGULATORY COMPLIANCE

- 7.1 Where AI Regulations apply to any AI Feature (including any High-Risk Use), the Parties shall comply with their respective obligations under applicable law.
- 7.2 For High-Risk Use (to the extent any AI Feature is classified as such under the AI Regulations), the Parties intend that Licensor acts as “provider” and Licensee acts as “deployer”.
- 7.3 Licensor shall make available Documentation and instructions to enable Licensee to deploy the AI Features in accordance with AI Regulations, including information on intended purpose, limitations, and recommended human oversight, monitoring and record-keeping.
- 7.4 Licensee shall:
- 7.4.1 implement appropriate technical and organisational measures to use the Services in accordance with the Documentation and instructions for use;
 - 7.4.2 ensure meaningful human oversight by suitably trained personnel with authority to review, override and/or disregard AI Outputs;
 - 7.4.3 where Licensee controls the input data, take reasonable steps to ensure Text Data used for the relevant purpose is relevant, appropriate and sufficiently representative to the intended purpose;
 - 7.4.4 retain logs under its control for at least the minimum period required by applicable law;
 - 7.4.5 prior to workplace use, inform workers’ representatives and affected workers as required by applicable law; and
 - 7.4.6 promptly notify Licensor of suspected serious incidents or material malfunctions in the Services relevant to compliance, and cooperate with Licensor and competent authorities as required by applicable law.

8. MOBILE TASK APPLICATION (MTA) PRODUCT

- 8.1 Where Licensee and/or its Authorised Users use MTA as part of the Services, Licensee agrees to the following:
- 8.1.1 Licensee acknowledges that use of the MTA service is governed by the terms of the Agreement and this EULA;
 - 8.1.2 Licensee shall maintain a mobile phone policy aligned with all legal and regulatory requirements to ensure any and all use of the MTA is compliant with applicable laws;
 - 8.1.3 Licensee shall ensure its mobile phone policy includes all necessary software protections and applications for its own data security;
 - 8.1.4 Licensee must regularly update and monitor the mobile phone policy and adherence to it by all Authorised Users;
 - 8.1.5 Licensee and Authorised Users acknowledge that any software license agreement in effect between the Licensee, its Authorised Users and a third-party application provider governs the use of the mobile device, including without limitation, any smart phone, tablet or other device running on the third-party supplier’s operating system(s);
 - 8.1.6 Licensee agrees that the third-party application provider may, at any time and without notice, suspend or terminate use of the MTA by Licensee and its Authorised Users, or

- delete the MTA from the device or operating system on which it is installed without any compensation or refund from the third party application provider or the Licensor; and
- 8.1.7 Licensee agrees that Licensor is not liable for any service disruption which is not caused by or otherwise attributable to Licensor, including without limitation mobile carrier failures.

9. THIRD PARTY PRODUCTS

The Services may integrate and/or interoperate with third-party service provider products or applications, for example (without limitation) Twitter and WhatsApp. Licensor makes no representations, endorsements, guarantees or warranties, express or implied, with respect to any Add-ons, including but not limited to the continuing availability, functionality or support of such Add-ons, or the continuing ability to access, use and/or integrate the Services with such Add-ons. Licensor may cease providing third-party products or applications without entitling Licensee to any refund, credit, or other compensation if, for example and without limitation, the provider of a third-party application ceases to make the product or application available for interoperation with the corresponding service feature(s) in a manner acceptable to Licensor. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data caused by an Add-on or any Non-Licensor Application or Provider.

10. WARRANTY, LIABILITY AND INDEMNIFICATION

- 10.1 Licensor warrants that the Services, when operated in accordance with the Documentation, will substantially conform to the Documentation during the term of the Order. Except as expressly stated in this subsection: (a) no warranties, guarantees or assurances of any kind, express or implied (in law or in fact), are made by Licensor to Licensee, including any implied warranties of merchantability, quality or fitness for any particular purpose, which are specifically excluded; and (b) Licensor does not warrant that any information, computer program, software or Services provided by Licensor or any third-party provider will fulfil any of Licensee's particular purposes or needs, nor does Licensor warrant that access to or operation of the Services will be uninterrupted or defect-free.

For the avoidance of doubt, Licensor does not warrant that any AI Output will be error-free or suitable for any particular decision-making purpose; Licensee is responsible for verifying AI Outputs and for all decisions taken using or in reliance on any AI Output. Any compliance-related AI Outputs (including flags relating to scripts, disclosures or protocols) are indicative only and do not constitute legal advice or any guarantee of regulatory compliance.

- 10.2 Except in relation to death or personal injury caused by the negligence of Licensor or any other liability which may not be excluded or limited at law, Licensor shall not be liable to Licensee for loss of profits, loss of contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever caused. Licensor's total liability under this EULA in aggregate shall be limited to the annual fees payable by Licensee to Licensor under the Order for the provision of the Services.

- 10.3 Licensor shall indemnify Licensee against any claim that the normal use of the Services is a direct infringement of the intellectual property rights of any third party in the Territory provided that Licensee: (a) provides prompt notice of the claim to Licensor; (b) does not prejudice Licensor's defence of such claim; and (c) gives Licensor all reasonable assistance and grants sole authority to control the defence and any related settlement of any such claim.
- 10.4 Licensee will defend, indemnify, and hold Licensor harmless from and against all claims, demands, actions, suits, discovery demands, including, without limitation, third party subpoenas, government investigations or enforcement actions brought against Licensor by a third party and any damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, attorney's fees and costs) related thereto alleging that:
- 10.4.1 Licensee's use of the Services (including any AI Feature or AI Output) otherwise than in accordance with this EULA and the Documentation (including any instructions for use), or in a manner that constitutes a Prohibited Use;
- 10.4.2 Licensor's use of any Licensee Data as permitted by this EULA infringes or misappropriates:
- a) a third party's intellectual property rights; or
 - b) a Non-Licensor Application provided by Licensee;
- 10.4.3 the combination of any Non-Licensor Application provided by Licensee and used with the Services, infringes or misappropriates any third party's intellectual property rights.
- 10.4.4 Licensee's use of any AI-enabled feature of the Services constitutes a Prohibited Use or otherwise fails to comply with AI Regulations, including but not limited to:
- a) any investigation, inquiry, or enforcement action by a regulatory authority;
 - b) any fine, penalty, or sanction imposed under AI Regulations;
 - c) any claim by a third party (including employees, workers, job applicants, or data subjects) alleging that Licensee's use of the Services violated their rights under AI Regulations or related laws; and
 - d) any reputational harm to Licensor arising from Licensee's non-compliant use of the Services;
- 10.4.5 Licensee's failure to comply with the Documentation, user guides, or any restrictions on use communicated by Licensor, including restrictions relating to AI Regulations.

These terms shall take effect from the point at which Licensor makes the Services available to Licensee, and shall govern all and any access to and use of the Services by Licensee and its Authorised Users.