

HelpMate Beta Terms & conditions

Trengo seeks to augment its customer engagement platform (“**Trengo’s Platform**”) by integrating artificial intelligence (“**AI**”) capabilities. Trengo invites you (hereinafter: Customer) to test a beta version (“**HelpMate Beta**”) of Trengo’s new AI feature (“**Trengo HelpMate**”). This HelpMate Beta Agreement (“**HelpMate Agreement**”) sets forth the principal terms and conditions hereof.

Temporary licence	Trengo grants Customer, prior to the formal release of HelpMate, a temporary right of use with respect to the Trengo HelpMate Beta, for testing and reviewing purposes only. By accepting the HelpMate Beta terms & conditions, the Customer can test and review the Trengo HelpMate Beta and provide feedback on this for a certain period (“Beta Period”).
HelpMate Testing	<p>As part of the Trengo HelpMate Beta testing process, Trengo will:</p> <ul style="list-style-type: none"> (i) make a link to Trengo HelpMate Beta available to Customer; (ii) process data on behalf of the Customer, with the purpose of generating automated responses to this data; (iii) use the Customer’s feedback, analyses of data (including Customer Data) and analyses software performance to improve the Trengo HelpMate, enhance its ease of use and expand its possibilities. <p>As part of the Trengo HelpMate Beta testing process Customer will test and review the Trengo HelpMate Beta and give Trengo feedback on this which Trengo is able to use for improving the Trengo HelpMate. Furthermore Customer:</p> <ul style="list-style-type: none"> (i) uses best efforts to provide frequent reports on all aspects of the Trengo HelpMate Beta both positive and negative; (ii) will notify Trengo of all errors and other problems concerning the Trengo HelpMate Beta, and all ideas for enhancements which come to Customers attention during the term of this HelpMate Beta Agreement; (iii) allow Trengo to use the Trengo HelpMate Beta testing outcomes as a customer case to showcase to other (prospective) clients. Trengo is entitled to use Customer’s figurative mark, logo and name for this purpose.
Customer Data Processing	<p>Two types of data are being distinguished:</p> <ul style="list-style-type: none"> (iv) data that is uploaded (or stored on a designated drive) by Customer to train the HelpMate (“Ingested Customer Data”). Ingested Customer Data will be stored by Trengo and/or its (sub)processors during the Beta Period. If Customer deletes Ingested Customer Data from the upload and/or drive, the Ingested Customer Data will automatically be deleted by Trengo and/or its (sub)processors. (v) data that is sent to the Trengo HelpMate Beta, including the AI generated reply (“Conversation Customer Data”). Conversation Customer Data will be stored during an ongoing conversation, may be analysed by or on behalf of Trengo to improve performance of Trengo’s HelpMate and will be deleted by (sub)processors after the conversation has been deleted. <p>Ingested Customer Data and Conversation Customer Data is together referred to as Customer Data. It is the responsibility of the Customer that the use of Customer Data under this HelpMate Beta Agreement is permitted and does not infringe third party rights. Trengo shall keep Customer Data of the Customer segregated from all other data, including Trengo’s own data, Trengo’s (sub)processor’s data and other customer’s data. Trengo acknowledges that Customer Data is and remains the property of Customer and or its customers.</p>
Fees & Costs	Trengo’s customary fees shall be applicable for the services provided to the Customer, all of which are detailed and displayed on the website www.trengo.com . During the HelpMate Beta Trengo may offer the Customer discounts on certain fees. Such discounts are non-transferable and may be subject to an expiration date.
DPA & additional subprocessors	Azure, OpenAI, and/or Langsmith will facilitate the generation of responses by the HelpMate. For the duration of the agreement, the Customer hereby approves Azure, OpenAI, and Langsmith, individually or in combination, as Trengo’s (sub)processors for this purpose. The processing of personal data within the scope of this Agreement will be governed by the Data Processing Addendum (DPA), which forms an integral part of the Trengo Terms and Conditions.
No Warranties	Customer is aware that the Trengo HelpMate Beta is experimental and is provided “AS IS” without warranty of any kind. It may operate not correctly and may be substantially modified

	during the Beta Period, or be withdrawn. In no event shall Trengo be liable and/or responsible for any damage whatsoever arising out of or inability to use the Trengo HelpMate Beta arising from any legal basis whatsoever.
Term/termination	Trengo may terminate this HelpMate Beta Agreement and the license granted hereunder at any time, upon written notice, at the official release date of the Trengo HelpMate Solution or at its convenience. Customer may terminate this HelpMate Beta Agreement upon written notice to Trengo.
Confidentiality	Each party shall undertake to treat as confidential all information which concerns the business, operations, or customers of the disclosing party, including Customer Data. Customer may use the confidential information only for the purposes of this Knowledge HelpMate Agreement. Customer shall not disclose its cooperation without prior approval of Trengo.
Terms & Conditions:	The Trengo Terms and Conditions, including the Data Processing Addendum and the Beta Tester Addendum (annex I), apply to this HelpMate Beta Agreement. Where a conflict arises between the abovementioned terms and this HelpMate Beta Agreement, the latter supersedes the earlier terms.

Annex I – Beta Tester Addendum to the Trengo Terms and Conditions

B. Beta Tester Agreement Addendum

To improve Trengo Solutions, enhance its ease of use and expand its possibilities, Trengo invites its customers (hereinafter: Customer) to test beta versions of new features of Trengo Solutions. By accepting the Terms & Conditions (hereinafter: the Agreement), of which this Beta Tester Addendum forms an integral part, our customers can test and review the beta version of new features of Trengo (hereinafter: the Trengo Beta Software Solution) and provide feedback on the Software.

Customer and Trengo have agreed to the Trengo Terms and Conditions (which includes the Data Processing Addendum and Beta Tester Addendum), which are also applicable to the testing of the Trengo Beta Software Solution. Under the applicability of the Trengo Terms and Conditions, Trengo grants Customer, prior the formal release of the new feature of Trengo, a temporary right of use with respect to the Trengo Beta Software Solution, for limited testing and reviewing purposes only.

B.1. Definitions

B.1.1 “Confidential Information” means: the Agreement, the Trengo software, the Trengo Beta Software Solution, any beta features and/or integrations developed by Trengo, verbal or written information from Trengo in the broadest sense, any of its documentation, data, drawing, benchmark tests, specifications, trade secrets, sensitive business information, object code, source code, production methods, processes and technologies relating to current or future software, features, integrations, solutions of Trengo, marketing- and business strategies and policies which is indicated confidential or which the other party reasonably can assume that is confidential. All of Customers feedback and/or reviews of the Trengo Beta Software Solution is also considered to be Confidential Information. Confidential Information shall not include any information that (a) is or becomes generally available to the public other than as a result of disclosure by one of the parties; (b) is or becomes lawfully available to the other parties’ possession before receiving it from the other party and not subject to a confidentiality obligation; (c) is required to be disclosed pursuant to a judicial or governmental order or governmental regulations; (d) is obtained by the other party from any person other than a party and not subject to a confidentiality obligation or (e) is independently developed by the other party without using the Confidential Information.

B.1.2 “License Key” means: an encrypted element or piece of software related to the Trengo Beta Software Solution that enables on-going functionality of the Trengo Beta Software Solution licensed to Customer.

B.1.3 “Trengo” means: Trengo B.V., having its place of business at Stadsplateau 30, 3521 AZ Utrecht, registered at the Chamber of Commerce under number 72043687.

B.1.4 “Trengo Beta Software Solution” means: pre-released code and is not at the level of performance or compatibility of the final release of the Trengo software that will be available in the future. The Trengo Beta Software Solution is including, any external components and certified solutions which have been integrated into the Beta Software Solution so far, and any related documentation, if any, licensed by Trengo to Customer.

B.1.5 “Trengo Solution” means: the software solution provided by Trengo over the Internet (“Service”) that offers its users the ability to collaborate in one powerful omnichannel team inbox and streamline customer interaction, by connecting the Trengo Solution with third-party services and data sources.

B.2. Scope of the License

2.1 Trengo hereby grants Customer – prior to the final and official release of the new beta feature - the non-exclusive, non-assignable, non-sublicensable, non-transferable rights to use the Trengo Beta Software Solution, including all supporting documentation only for internal review and testing by Customer and only during the term of the Agreement. The grant of license is subject to Customer fulfilling the obligations under the Agreement. Any other use, including but not limited to by way of resale, renting, outsourcing, leasing or otherwise is prohibited.

B.2.2 Customer will test and review the Trengo Beta Software Solution. Customer will give Trengo feedback on this beta software which information Trengo is able to use for improving the final version of the Trengo software.

B.2.3 The Trengo Beta Software Solution may operate not correctly and may be substantially modified during the beta phase, or be withdrawn. The Trengo Beta Software Solution is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of the Trengo Beta Software Solution remains with Customer. In no event shall Trengo be liable and/or responsible for any damage whatsoever arising out of or inability to use the Trengo Beta Software Solution arising from any legal basis whatsoever.

B.2.4 Nothing contained in the Agreement shall be construed as conferring, by implication, estoppel or otherwise, any license or other right except the license and rights expressly granted hereunder.

B.2.5 Customer shall not (and shall not allow any third party to) copy the Trengo Beta Software Solution unless explicitly permitted under applicable mandatory legal provisions.

B.2.6 Customer has no right under this license to receive, use, or examine any source code or design or algorithms documentation relating to the Trengo Beta Software Solution. Customer will not, except as authorised by applicable statutory law, attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to derive the source code or underlying ideas, designs or algorithms of the Trengo Beta Software Solution.

B.2.7 Customer shall not (and shall not allow any third party to) modify the Trengo Beta Software Solution. In addition, Customer agrees that it will not alter, disable, tamper with and/or inhibit any parts/components of the Trengo Beta Software Solution, any technical measures to protect misuse of the Trengo Beta Software Solution, or any functionality included as part of the Trengo Beta Software Solution.

B.2.8 Trengo has embedded proprietary third party software in the Trengo Beta Software Solution or linked to or compiled with third party software or may deliver separate software from third parties pursuant to valid license grants. Copyright notices, rights of use, warranty disclaimers, limitations of liability and various other information relating to such third party software is contained in the installer's steps and the destination directory for the installer or may be made available separately. Customer acknowledges that it has read these terms and conditions, understands that it is subject to them, and agrees to abide by each of them. If and in so far as these terms and conditions are deemed or declared inapplicable to the relationship between Trengo and Customer for whatever reason, the provisions in the Agreement shall fully apply.

B.3. Obligations of Customer

B.3.1 Customer agrees to provide Trengo with all test and evaluation results that are prepared by or for Customer promptly after Trengo asks for these results. Besides Customer will notify Trengo of all flaws, errors, imperfections and other problems concerning the Trengo Beta Software Solution or other materials where Customer has been granted access to and all ideas for enhancements, improvements, alterations or other modifications which come to Customers attention during the term of the Agreement.

B.3.2 Customer understands that prompt and accurate reporting is the purpose of the access to the Trengo Beta Software Solution and undertakes to use best efforts to provide frequent reports on all aspects of the Trengo Beta Software Solution both positive and negative and acknowledges that any improvements, modifications and changes arising from or in connection with the Trengo Beta Software Solution, remain or become the exclusive property of Trengo.

B.4. Title and Intellectual Property

B.4.1 All right, title, and interest in and to the Trengo Beta Software Solution and to any enhancements, improvements, alterations, ideas or other modifications to the Trengo Beta Software suggested by Customer shall remain with Trengo and/or its licensors. Customer assigns to Trengo all property rights, title and interest to such suggested enhancements, improvements, alterations, ideas or other modifications to the Trengo Beta Software Solution.

B.4.2 The Trengo Beta Software Solution is protected by copyright laws and international treaty provisions. The license granted herein does not constitute a sale of the Trengo Beta Software Solution. Any tools licensed with or included in the Trengo Beta Software Solution shall not be copied without the written permission of Trengo. Any disregard of Trengo or its licensor's rights, including inappropriate access to the Trengo Beta Software Solution, shall be deemed to be a material breach of the Agreement and shall entitle Trengo to terminate the Agreement and pursue all remedies available to it.

B.4.3 Customer shall not break or change any Trengo Beta Software Solution or License Keys. Customer shall not change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references hereto stated in the Trengo Beta Software Solution.

B.5. Protection of Confidential Information

B.5.1 Customer shall use the Confidential Information only in compliance with the Agreement and shall not disclose the Confidential Information to any third party person or entity, without Trengo's written consent. Customer exercise due care and use all reasonable efforts to protect Trengo's Confidential Information from unauthorised access, reproduction, use and disclosure and shall promptly notify Trengo in writing of any unauthorised use or disclosure of the Confidential Information.

B.5.2 Customer shall not directly or indirectly through any third party, develop, manufacture, produce and/or distribute any software, products, services derived from the Confidential Information or in other ways seek to commercialise Trengo's Confidential Information.

B.6. Term and Termination

B.6.1 The Agreement and the license granted herein shall start at the moment Customer selects the "Accept" button and Trengo has accepted the submission of Customer to the Trengo Beta Software Solution. Or in the case of a separate Beta Testing Agreement, both Trengo and Customer have signed the Beta Testing Agreement.

B.6.2 The Agreement will terminate at the official release date of the Trengo Beta Software Solution, or in the event Trengo concludes that the Trengo Beta Software Solution will not be released at all, the Agreement terminates at the date that Trengo takes this decision and will inform Customer. Trengo may terminate the Agreement and the license granted hereunder at any time, upon written notice, at its convenience or if Customer fails to comply with any of the terms and conditions of the Agreement. Customer may terminate the Agreement upon written notice to Trengo. Upon termination, Customer shall immediately cease to use the Trengo Beta Software Solution, and any Confidential Information and access to the Trengo Beta Software Solution will be denied and blocked.

B.7. Warranties and limitation of liability

B.7.1 Customer is aware that the Trengo Beta Software Solution is experimental. The Trengo Beta Software Solution is provided "as is", without any express or implied warranty of any kind, including warranties of merchantability or fitness for any particular purpose. Trengo shall in no event be liable for any direct or indirect damages, including without limitation, damages for loss or corruption of (use of) data, loss of profits, business interruption, loss of information arising from the use of or inability to use the Trengo Beta Software Solution or accompanying materials. These limitations will apply even if Trengo has been advised of the possibility of such damage. The parties acknowledge that this is a reasonable allocation of risk.

B.7.2 Trengo makes no other warranties, representations, obligations of remedy or rights other than those described above, whether implied or express, statutory, oral or written, including but not limited to any implied warranties of merchantability, against infringement, quiet enjoyment, accuracy of data, system integration, or fitness for a particular purpose. Accordingly, Customer shall have no right to raise any claims against Trengo if Trengo Beta Software Solution contains errors and/or inconveniences.

B.8. Miscellaneous

B.8.1 Customer shall not transfer or assign its rights or obligations arising under the Agreement to any third party. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors.

B.8.2 No amendment to the Agreement will be effective unless it is in writing and signed by Trengo.

B.8.3 No waiver of satisfaction of a condition or nonperformance of an obligation under the Agreement will be effective unless it is in writing and signed by the party granting the waiver.

B.8.4 If any provision of the Agreement is held to be unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable. If an unenforceable provision is modified in accordance with this article, the rest of the Agreement is to remain in effect as written.

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B.8.5 The Agreement set forth the entire understanding between the parties and supersedes all oral or written agreements or understandings between the parties as to the Trengo Beta Software Solution.

B.8.6 The parties shall at all times be independent parties and shall present themselves to all other parties as such. Nothing in the Agreement will be construed to make either party, and Customer agrees that it is not an agent, employee, franchisee, joint venture or legal representative of the other party.

B.9. Governing Law and Jurisdiction

9.1 The Agreement will be interpreted and construed in accordance with the laws of the Netherlands and any dispute, controversy or claim arising out of or in connection with the Agreement or the breach, termination or invalidity thereof, shall be submitted to the applicable courts of Amsterdam, the Netherlands.

B.9.2 To the extent permitted by applicable law, Trengo may take concurrent proceedings for injunctive relief or other extraordinary relief in any number of jurisdictions, without the necessity of proving actual damages.

B.9.3 The Agreement is not governed by the 1980 UN Convention on Contracts for the International Sale of Goods.