

## Partner Value Assessment Agreement

This Partner Value Assessment Agreement (this “Agreement”) governs access to and use of Cresta’s Partner Value Assessment services (defined below). This Agreement is between Cresta Intelligence Inc., a Delaware corporation with a principal place of business at 100 S. Murphy Ave., Suite 300, Sunnyvale, CA 94086 (“Cresta”), and the entity or individual that has accepted these terms, directly or through the purchase of a PVA (defined below) from an authorized Cresta partner (“Customer” and, together with Cresta, the “Parties”).

BY ACCEPTING THESE TERMS, WHETHER BY SUBMITTING CUSTOMER CONTENT TO AN AUTHORIZED PARTNER FOR USE IN A PVA, OR BY OTHERWISE AFFIRMATIVELY INDICATING ACCEPTANCE, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE, CUSTOMER MUST NOT USE THE PVA SERVICES.

### 1. Definitions

The following capitalized terms have the meanings set forth below:

- 1.1. “PVA” means the Partner Value Assessment performed under this Agreement.
- 1.2. “PVA Environment” means a Cresta-hosted environment provisioned by Cresta for a PVA.
- 1.3. “PVA Results” means the analysis, findings, insights, and reports derived from Cresta’s processing of Customer Content within a PVA Environment and presented to Customer by Partner.
- 1.4. “PVA Services” means the findings derived from processing of PVA Customer Content within a PVA Environment, to be presented to the applicable PVA Customer by Partner.
- 1.5. “Confidential Information” has the meaning set forth in Section 6.
- 1.6. “Customer Content” means all interactions, call recordings, transcripts, and related data that Customer provides to Cresta in connection with a PVA, together with all metadata associated therewith.
- 1.7. “Partner” means the authorized Cresta reseller through which Customer has purchased or engaged PVA Services. Partner is an independent contractor and is not an agent of Cresta.

### 2. PVA Services

- 2.1. Cresta’s Obligations. In connection with each PVA, Cresta will provision a dedicated PVA Environment for Partner to perform the PVA Services. Cresta will maintain administrative access to all PVA Environments. Customer acknowledges that Cresta operates in a backend capacity and will not interact directly with Customer in connection with PVA Services unless separately agreed in writing.
- 2.2. Partner’s Obligations. All analysis, research, and presentation of PVA Results to Customer are performed by Partner, not Cresta. Customer acknowledges that the quality and content of PVA Results are not within Cresta’s control. Cresta will not be responsible or liable for any of Partner’s obligations, acts, or omissions with respect to Customer.
- 2.3. No Customer Access. Customer will not have access to any PVA Environment. All access to PVA Environments is controlled by and limited to Partner’s authorized personnel. Cresta will not provision any user credentials or direct access for Customer or Customer’s personnel.

2.4. Scope Limitations. Each PVA Environment is provisioned for a single engagement. PVA Services do not include: (a) integration with Customer's production systems; (b) real-time or ongoing data processing; or (c) any functionality other than analysis of Customer Content for evaluation purposes.

### 3. License

3.1. License Grant. Subject to the terms of this Agreement, Cresta grants Customer a limited, non-exclusive, non-transferable, revocable license, solely for the Term, to access and use the PVA Results for Customer's internal evaluation of Cresta's products and services.

3.2. License Restrictions. Customer shall not, and shall not permit any third party to: (a) use PVA Results for any purpose other than Customer's internal evaluation of whether to purchase Cresta's products and services; (b) disclose PVA Results to any party other than Customer's internal personnel with a need to review in connection with a potential Cresta purchase decision; (c) attempt to reverse engineer, decompile, disassemble, or derive the source code, structure, or know-how of the PVA Results; or (d) resell, sublicense, transfer, or commercially exploit PVA Services or PVA Results.

### 4. Customer Obligations

4.1. General Obligations. Customer is responsible for: (a) its own compliance with this Agreement and all applicable laws; (b) all Customer Content; and (c) ensuring that all Customer personnel who are informed of or receive PVA Results use them solely in accordance with this Agreement.

4.2. Consents and Disclosures. Customer is solely responsible for obtaining and/or providing all consents, authorizations, notices, and disclosures required under applicable law. Customer represents and warrants that, at the time Customer Content is provided to Cresta, all such required consents and disclosures have been obtained and delivered.

### 5. Data and Privacy

5.1. Data Processing. Cresta will access, process, and use Customer Content solely as necessary to provide the PVA Services pursuant to this Agreement. Cresta will not use Customer Content for any other purpose, including without limitation for training general-purpose models, for benchmarking, or for any purpose unrelated to the applicable PVA.

5.2. HIPAA. If Customer believes it is a Covered Entity or Business Associate as defined under HIPAA, and Customer Content includes Protected Health Information ("PHI"), the Business Associate Agreement at <https://cresta.com/legal/> ("BAA") is incorporated herein by reference.

5.3. Data Protection. To the extent Cresta processes Personal Data (as defined under applicable data protection law) subject to applicable data protection laws, the Data Processing Addendum at <https://cresta.com/legal/> ("DPA") is incorporated herein by reference. Customer authorizes Cresta to use the subprocessors listed at <https://trust.cresta.com/> to provide PVA Services.

5.4. Data Deletion and Decommission. Cresta is under no obligation to archive Customer Content beyond what is necessary to provide PVA Services. Customer shall maintain its own backups of all Customer Content. Cresta will decommission each PVA Environment and irretrievably delete all Customer Content within ten (10) days following the earlier of: (a) ninety (90) days from

Partner's first access to the PVA Environment or (b) Customer or Partner's written request for earlier decommission, unless otherwise agreed in writing by the Parties.

## 6. Confidentiality

- 6.1. Confidential Information. Each Party will regard as confidential any information provided by the other Party that is designated as proprietary or confidential, or that a reasonable person familiar with the disclosing Party's business would recognize as confidential ("Confidential Information"). Cresta's Confidential Information includes the PVA Services, PVA Environments, all technical information about Cresta's platform, and the terms of this Agreement. Customer's Confidential Information includes Customer Content and PVA Results.
- 6.2. Obligations. The receiving Party will hold Confidential Information of the disclosing Party in confidence and will not disclose it to any third party without the disclosing Party's prior written consent, except to its own personnel who have a need to know for purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Each Party will use the other's Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement.
- 6.3. Exclusions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) was known to the receiving Party before disclosure without restriction; (c) is independently developed without use of the disclosing Party's Confidential Information; or (d) is rightfully received from a third party without confidentiality restriction. A Party may disclose Confidential Information as required by law or court order, provided it gives the other Party reasonable advance written notice to the extent permitted by law.
- 6.4. Injunctive Relief. Any unauthorized use or disclosure of Confidential Information may cause irreparable harm to the disclosing Party for which monetary remedies may be inadequate. The disclosing Party may seek injunctive or other equitable relief in addition to any other remedies available.

## 7. Intellectual Property

- 7.1. Customer Content Ownership. Customer retains all right, title, and interest in and to Customer Content. By submitting Customer Content to Cresta under this Agreement, Customer grants Cresta a nonexclusive, royalty-free, worldwide, transferable, and sublicensable right and license to access, process, transmit, and use Customer Content as required to provide PVA Services during the Term.
- 7.2. Ownership of the Services. All right, title, and interest in and to the PVA Services, PVA Environments, and any derivatives or copies thereof, including all intellectual property rights therein, are and shall remain exclusively with Cresta or its licensors. PVA Services are licensed, not sold. Customer acquires no ownership of any PVA Services or Cresta's intellectual property under this Agreement. All rights not expressly granted by this Agreement are reserved by Cresta.

## 8. Indemnification

- 8.1. By Customer. Customer will defend, indemnify, and hold harmless Cresta, its affiliates, and their respective officers, directors, and employees against any third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) Customer Content, including any claim that Customer Content infringes a third party's rights or that Customer lacked authority to provide Customer Content; or (b) Customer's use of PVA Services, Environment, and/or Results outside the scope of the license granted in Section 3.
  - 8.2. Procedure. Cresta will: (a) promptly notify Customer in writing of any claim for which indemnity is sought (provided that failure to give timely notice will not relieve Customer of its obligations except to the extent of actual prejudice); (b) grant Customer sole control over the defense and settlement of the claim; and (c) provide reasonable cooperation at Customer's expense. No settlement that imposes liability on Cresta will be made without Cresta's prior written consent.
9. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PVA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRESTA, ITS AFFILIATES, LICENSORS, AND SUBCONTRACTORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. CRESTA DOES NOT WARRANT THAT PVA SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE PVA WILL BE COMPLETE OR ACCURATE. PVA RESULTS ARE GENERATED FROM A LIMITED SAMPLE OF CUSTOMER CONTENT AND ARE NOT REPRESENTATIVE OF PRODUCTION PERFORMANCE.

#### 10. Limitation of Liability

- 10.1. Exclusion of Consequential Damages. EXCEPT AS MAY ARISE FROM EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 6 OR VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. Aggregate Cap. EXCEPT AS MAY ARISE FROM EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 6, VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE INDEMNIFICATION OBLIGATIONS IN SECTION 8, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000).

#### 11. Term and Termination

- 11.1. Term. This Agreement commences on the date Customer first accepts these terms (or, if earlier, the date Customer Content is first provided to Partner in connection with a PVA) and continues until all PVA Environments associated with Customer's engagements have been decommissioned, unless earlier terminated pursuant to Section 11.2.
- 11.2. Termination. Either Party may terminate this Agreement at any time, with or without cause, upon written notice to the other Party. Cresta may suspend or terminate PVA Services immediately if Customer breaches any material term of this Agreement.

11.3. Effect of Termination. Upon any expiration or termination of this Agreement: (a) the license granted in Section 3 terminates immediately; (b) Customer will cease all use of PVA Results for any purpose beyond what was already disclosed to Customer's internal personnel prior to termination; (c) Cresta will decommission all active PVA Environments and delete Customer Content in accordance with Section 5.5; and (d) each Party will promptly return or destroy the other Party's Confidential Information in its possession. Sections 1, 3.2, 5, 6, 7, 8, 9, 10, 11.3, and 12 survive termination or expiration of this Agreement.

## 12. Miscellaneous

12.1. Governing Law. This Agreement and any claim arising between the Parties shall be governed by and construed under the laws of the State of California without regard to its conflict of law provisions. Any legal action or proceeding between the Parties shall be brought in the state or federal courts in San Francisco, California, and each Party consents to the exclusive jurisdiction and venue of such courts. The prevailing Party shall be entitled to recover its reasonable attorneys' fees.

12.2. Independent Parties; No Agency. This Agreement is solely between Cresta and Customer. Nothing in this Agreement creates any obligation, liability, or rights on the part of Partner. Customer's commercial relationship with Partner (including fees paid to Partner for PVA Services) is governed separately between Customer and Partner and is not subject to this Agreement.

12.3. Notices. All notices to Customer will be in writing and deemed given when delivered to the email address associated with Customer's acceptance of these terms or provided by Partner. All legal notices to Cresta shall be in writing and delivered to [legal@cresta.ai](mailto:legal@cresta.ai).

12.4. Assignment. Customer may not assign this Agreement or any rights hereunder without Cresta's prior written consent. Cresta may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void.

12.5. Modification. Cresta may update these terms from time to time and will post the updated version at [cresta.com/legal/](https://cresta.com/legal/) with a new effective date. Customer's continued submission of Customer Content through Partner following the effective date of any update constitutes acceptance of the updated terms. If Customer does not agree to an update, Customer may terminate this Agreement pursuant to Section 11.2 before the update takes effect.

12.6. Entire Agreement. This Agreement, together with the BAA and DPA (each incorporated by reference to the extent applicable), constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings relating thereto. Only a written instrument signed by authorized representatives of both Parties may amend this Agreement (other than Cresta's right to modify terms pursuant to Section 12.5). Any inconsistent terms in any document provided by Customer are rejected and have no force or effect.

12.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

12.8. Waiver. No failure or delay by either Party in exercising any right or remedy shall constitute a waiver of that right or remedy. No waiver is effective unless made in writing by an authorized representative of the waiving Party.