

# Alpharun, Inc. Terms of Service

Last Updated: January 29, 2024

## USING THIS AGREEMENT

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product.

This Agreement is between Alpharun, Inc. and the company or person accessing or using the Product. This Agreement consists of: (1) the Order Form and (2) the Key Terms, both of which are on the Cover Page below, and (3) the Common Paper [Cloud Service Agreement Standard Terms Version 1.1](#) (“Standard Terms”). Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. Capitalized words have the meanings or descriptions given in the Cover Page or the Standard Terms.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

## Order Form

The key business terms of this Agreement are as follows:

<b>Cloud Service</b>	Alpharun delivers deep customer understanding on autopilot with high-fidelity AI voice interviews at scale.
<b>Subscription Start Date</b> The date access to the Cloud Service starts	The date the Customer purchases a subscription plan in the Billing Settings of the Alpharun Platform.
<b>Subscription Period</b> Length of Cloud Service access	The period defined by the subscription plan the Customer purchases in the Billing Settings of the Alpharun Platform.
<b>Non-Renewal Notice Period</b>	At least 30 days before the end of the current Subscription Period.
<b>Use Limitations</b>	Based on the Customer's chosen subscription plan, usage may be limited by the number of interviews they can conduct per billing month. Each subscription plan has a set number of interviews included in their subscription, but if the Customer exceeds that number they will be billed a Per-Interview Usage Fee for each interview exceeding the limit. In addition, some subscription plans have a hard limit on the number of interviews that can be conducted per billing month before upgrading to a different subscription plan. Interview limits are enforced per billing month and unused interview credits will not roll over. Certain advanced features such as integrations and API access are limited to some subscription plans.
<b>SLA</b> Service Level Agreement	Provider will use commercially reasonable efforts to provide and maintain the Cloud Service without excessive errors and interruptions. If Provider does not meet the SLA in two consecutive months or over three months in any 12-month period, then Customer may, as its only remedy, terminate this Order Form upon notice and receive a prorated refund of prepaid fees for the remainder of the Subscription Period.
<b>Technical Support</b>	Technical support will be provided by email on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by emailing <a href="mailto:support@alpharun.com">support@alpharun.com</a> . Provider will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

<b>Cloud Service Fees</b>	<p>Cloud Service Fees include the Alpharun Platform Fee which depends on the subscription plan chosen by the Customer and provides access to the Alpharun Platform. Separately, the variable Per-Interview Usage Fee is billed monthly and only applies if the Customer exceeds the number of included interviews for their chosen subscription plan in a billing month. The fee per interview beyond the included number of interviews also depends on the Customer's chosen subscription plan.</p> <p>Finally, Customer is responsible for any fees related to gift card incentives they choose to provide to interview participants. These fees will be billed through Alpharun but always passed onto the interview participant in full.</p>
<b>Payment Period</b> Time frame for Customer to pay invoices	5 day(s) from the last day of the Subscription Period
<b>Invoice Period</b> How frequently Provider sends invoices	<b>Provider</b> will send invoices for the Platform Fee annually, and invoices for Per-Interview Usage Fees (if applicable) monthly.
<b>Customer</b>	The company or person who accesses or uses the Product. If the person accepting this Agreement is doing so on behalf of a company, all use of the word "Customer" in the Agreement will mean that company.
<b>Provider</b>	Alpharun, Inc.
<b>Effective Date</b> The date the Agreement starts	The date Customer first accepts this Agreement.
<b>General Cap Amount</b>	The fees paid or payable by Customer to provider in the 12 month period immediately before the claim.
<b>Governing Law</b>	The laws of the State of California
<b>Chosen Courts</b>	The state or federal courts located in California
<b>Notice Address</b>	For Provider: support@alpharun.com For Customer: The main email address on Customer's account

## Key Terms

The key legal terms of this Agreement are as follows:

<b>Effective Date</b> The date the Agreement starts	Date of last Cover Page signature
<b>Covered Claims</b> Claims covered by indemnity obligations	<p><b>Provider Covered Claims:</b> Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.</p> <p><b>Customer Covered Claims:</b> Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights;</p>

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or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).

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**General Cap Amount**

Limitation of liability amount for most claims

The fees paid or payable by **Customer** to **Provider** in the 12 month period immediately before the claim.

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**Governing Law**

The laws of the State of California

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**Chosen Courts**

Jurisdiction or where disputes are filed

The state and federal courts located in California

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**Attachments and Supplements**

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**DPA**

Data Processing Agreement

[https://assets.alpharun.com/data\\_processing\\_agreement.pdf](https://assets.alpharun.com/data_processing_agreement.pdf)

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**Security Policy**

**Provider** will use commercially reasonable efforts to secure the **Cloud Service** from unauthorized access, alteration, or use and other unlawful tampering.

See "Technical and Organizational Security Measures" in the Data Processing Agreement for more details.

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**Changes to Standard Terms**

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**Publicity Rights**

Modifying Section 14.7 of the Standard Terms

Provider may identify Customer and use Customer's logo and trademarks on Provider's website and in marketing materials to identify Customer as a user of the Product. Customer hereby grants Provider a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Provider or the Product during the length of the Agreement.

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