

PARALLEL AI

WHITELABEL PARTNER AGREEMENT

Version 2.0 - Effective Date: December 2025

This Whitelabel Partner Agreement ("Agreement") is entered into by and between **Parallel AI** ("Parallel AI", "we", "us", or "our"), and you, the entity or individual accepting this Agreement ("Partner", "you", or "your").

By clicking "Accept" or by accessing or using the Platform as a whitelabel partner, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

1. DEFINITIONS

- **"Parallel AI"** means Parallel AI, the provider of the Platform.
- **"Platform"** means the Parallel AI software-as-a-service platform and all associated services, APIs, and documentation.
- **"Whitelabel Instance"** means a customized version of the Platform operated under your brand identity.
- **"End Customers"** means any individuals or entities to whom you provide access to the Whitelabel Instance.
- **"Customer Data"** means all data, content, and information uploaded, processed, or generated by End Customers through the Whitelabel Instance.
- **"Confidential Information"** means non-public information disclosed by either party, including business strategies, technical specifications, customer lists, and pricing information.
- **"AI Services"** means artificial intelligence features including language models, content generation, and automated processing capabilities.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Parallel AI grants you a non-exclusive, non-transferable, revocable license to operate a Whitelabel Instance under your own brand identity. This license permits you to:

- Customize the platform appearance with your branding elements
- Offer the platform services to End Customers under your brand
- Set your own pricing structure for End Customers
- Manage End Customer relationships directly
- Access and use AI Services to power your Whitelabel Instance
- Integrate the Platform with your existing business systems

3. BRANDING AND CUSTOMIZATION

You are authorized to:

- Upload and display your company logos, colors, and branding materials
- Customize the domain name for your Whitelabel Instance

- Modify customer-facing text, messaging, and email templates
- Configure custom support contact information
- Set up custom terms of service and privacy policy URLs

All customizations must comply with Parallel AI's brand guidelines and may not:

- Misrepresent the relationship between our companies
- Infringe on third-party intellectual property rights
- Contain offensive, discriminatory, illegal, or inappropriate content
- Include malware, harmful code, or security vulnerabilities
- Violate any applicable laws or regulations

4. CUSTOMER RELATIONSHIPS AND RESPONSIBILITIES

You maintain full ownership of your End Customer relationships and agree to:

- Provide all first-line customer support, billing, and service delivery
- Maintain your own legally compliant terms of service for End Customers
- Maintain your own legally compliant privacy policy for End Customers
- Ensure your terms adequately inform End Customers about AI processing
- Obtain all necessary consents for data processing and AI usage
- Respond to End Customer data subject requests within required timeframes
- Handle all End Customer complaints, disputes, and refund requests
- Maintain accurate records of End Customer agreements and consents

5. REVENUE SHARING AND FEES

Revenue sharing and fee terms are established in your subscription agreement with Parallel AI and may include:

- Monthly or annual platform licensing fees
- Per-seat or per-user licensing fees
- Revenue sharing percentages on End Customer payments
- Usage-based fees for AI processing, storage, and bandwidth
- Transaction fees for payment processing
- Overage charges for exceeding plan limits

You are solely responsible for:

- Collecting payments from your End Customers
- Managing billing disputes with End Customers
- Payment of platform fees regardless of your collection success
- All taxes applicable to your End Customer transactions

6. DATA PRIVACY AND PROTECTION

Data Processing:

You act as the data controller for Customer Data, and Parallel AI acts as a data processor on your behalf.

You agree to:

- Implement appropriate technical and organizational security measures
- Comply with GDPR, CCPA, and all applicable data protection regulations
- Obtain valid legal bases for processing End Customer personal data
- Maintain records of processing activities as required by law
- Conduct data protection impact assessments where required

Security Obligations:

You must:

- Implement encryption at rest (AES-256) and in transit (TLS 1.2+) for Customer Data
- Maintain access controls and authentication requirements
- Conduct regular security assessments and vulnerability testing
- Notify Parallel AI within 24 hours of any data breaches or security incidents
- Maintain incident response and disaster recovery procedures
- Ensure employee security training and access controls

Data Retention:

Upon termination:

- You must export or delete Customer Data within 30 days
- Parallel AI will delete Customer Data from our systems within 90 days
- Certain data may be retained as required by law or for legitimate purposes

7. AI SERVICES TERMS

AI Processing:

The Platform uses artificial intelligence to process Customer Data. You acknowledge and agree that:

- AI-generated content is provided "as is" without accuracy guarantees
- You are responsible for reviewing and verifying AI outputs before use
- AI outputs may not be factually accurate, complete, or suitable for all purposes
- Parallel AI does not use Customer Data to train AI models without explicit consent
- Parallel AI implements zero data retention policies with AI providers where available

End Customer Disclosure:

You must inform End Customers that:

- AI is used to process their data and generate content
- AI outputs should be reviewed for accuracy before reliance
- Their data may be processed by third-party AI providers
- They should not input sensitive personal data into AI features

Prohibited AI Uses:

You and your End Customers may not use AI Services to:

- Generate illegal, harmful, or objectionable content
- Create deepfakes or synthetic media for deception
- Engage in spam, phishing, or fraudulent activities
- Infringe on intellectual property or privacy rights
- Make automated decisions with significant legal effects without human review

8. INTELLECTUAL PROPERTY

Parallel AI's IP:

Parallel AI retains all rights, title, and interest in:

- The Platform technology, software, and source code
- Parallel AI's trademarks, service marks, and branding
- Documentation, APIs, and technical specifications
- Any improvements or derivatives of the Platform

Your IP:

You retain all rights to:

- Your branding materials, logos, and trademarks
- Customer Data and End Customer relationships
- Content you create independently of the Platform
- AI-generated outputs created using your inputs (subject to third-party AI provider terms)

License Grants:

- You grant Parallel AI a limited license to use your branding solely to operate your Whitelabel Instance
- Neither party may use the other's trademarks without prior written permission
- Any feedback you provide becomes Parallel AI's property and may be used without restriction

9. PROHIBITED ACTIVITIES

You and your End Customers may not:

- Resell, sublicense, or transfer whitelabel rights to third parties
- Use the Platform for illegal, fraudulent, or harmful activities
- Attempt to compete directly with Parallel AI's main platform offering
- Misrepresent your relationship with Parallel AI or make false platform claims
- Exceed usage limits or attempt to circumvent restrictions
- Share access credentials or allow unauthorized access
- Reverse engineer, decompile, or attempt to extract source code
- Interfere with or disrupt Platform integrity or performance
- Use the Platform to build a competitive product or service
- Engage in spam, phishing, or deceptive practices

- Generate content that infringes intellectual property rights
- Attempt to gain unauthorized access to Parallel AI's systems

10. SERVICE LEVEL AND SUPPORT

Parallel AI's Responsibilities:

- Maintain Platform availability with commercially reasonable uptime
- Provide platform maintenance and core technical support
- Implement security patches and critical updates
- Provide reasonable notice for scheduled maintenance
- Make available technical documentation and APIs

Your Responsibilities:

- Provide all first-line End Customer support
- Escalate only confirmed platform issues to Parallel AI support
- Maintain accurate End Customer documentation
- Train your support staff on Platform features

Service Limitations:

- Parallel AI does not guarantee uninterrupted or error-free service
- Planned maintenance windows will be communicated in advance
- Force majeure events are excluded from availability calculations
- Service level agreements (SLAs) are defined separately if applicable

11. TERM AND TERMINATION

Term:

This agreement begins upon acceptance and continues on a month-to-month basis unless terminated or superseded by a different subscription term.

Termination for Convenience:

Either party may terminate with 30 days written notice for any reason.

Termination for Cause:

Parallel AI may terminate immediately if you:

- Breach any material term of this Agreement
- Fail to pay fees within 15 days of due date
- Engage in fraudulent, illegal, or harmful activities
- Misuse AI Services or violate acceptable use policies
- Experience a change of control to a competitor

Effect of Termination:

- All licenses granted immediately terminate

- You must cease all use of the Platform
- You must export or delete Customer Data within 30 days
- Payment obligations for services rendered survive termination
- Sections on IP, confidentiality, liability, and indemnification survive

12. WARRANTIES AND DISCLAIMERS

Parallel AI's Limited Warranty:

Parallel AI warrants that the Platform will perform substantially in accordance with its documentation during the term.

DISCLAIMER:

EXCEPT AS EXPRESSLY PROVIDED, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARALLEL AI DOES NOT WARRANT THAT:

- THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE
- AI OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PURPOSE
- THE PLATFORM WILL MEET YOUR SPECIFIC REQUIREMENTS
- RESULTS OBTAINED WILL BE ACCURATE OR RELIABLE

13. LIMITATION OF LIABILITY

EXCLUSION OF DAMAGES:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING:

- LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES
- DAMAGES FROM SERVICE INTERRUPTIONS OR DOWNTIME
- DAMAGES FROM UNAUTHORIZED ACCESS TO DATA
- DAMAGES FROM AI-GENERATED CONTENT OR RECOMMENDATIONS
- DAMAGES ARISING FROM END CUSTOMER CLAIMS OR ACTIONS

LIABILITY CAP:

PARALLEL AI'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF: (A) FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE THOUSAND DOLLARS (\$1,000).

EXCEPTIONS:

These limitations do not apply to: (a) breaches of confidentiality obligations, (b) your indemnification obligations, (c) your payment obligations, or (d) gross negligence or willful misconduct.

14. INDEMNIFICATION

Your Indemnification:

You agree to defend, indemnify, and hold harmless Parallel AI and its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses arising from:

- Your use of the Platform or Whitelabel Instance
- Your violation of this Agreement or applicable laws
- Your End Customers' use of the Whitelabel Instance
- Your End Customers' content or data
- Your failure to obtain proper consents
- Claims by End Customers or third parties
- Your use or distribution of AI-generated content
- Your branding, marketing, or representations

Parallel AI's Indemnification:

Parallel AI will defend you against third-party claims that the Platform infringes valid patents or copyrights, provided you:

- Promptly notify Parallel AI of the claim
- Give Parallel AI sole control of the defense and settlement
- Provide reasonable assistance at Parallel AI's expense

15. CONFIDENTIALITY

Both parties agree to:

- Maintain confidentiality of Confidential Information
- Use Confidential Information only for purposes of this Agreement
- Protect Confidential Information with at least the same care used for own confidential information
- Limit disclosure to employees and contractors with need to know
- Not disclose Confidential Information to third parties without consent

Confidential Information does not include information that:

- Is or becomes publicly available without breach
- Was known prior to disclosure
- Is independently developed without use of Confidential Information
- Is disclosed pursuant to legal requirement with notice

This confidentiality obligation survives termination for three (3) years.

16. COMPLIANCE AND INTERNATIONAL USE

Legal Compliance:

You must comply with all applicable laws, including:

- Data protection laws (GDPR, CCPA, and local equivalents)
- Anti-spam and electronic marketing laws (CAN-SPAM, GDPR)
- Consumer protection and advertising laws

- Export control and sanctions regulations
- Industry-specific regulations (healthcare, finance, etc.)

International Transfers:

You acknowledge that:

- The Platform is operated from the United States
- Customer Data may be transferred to and processed in the United States
- You are responsible for compliance with cross-border transfer requirements
- Standard contractual clauses are available upon request for EEA transfers

Export Compliance:

You represent that you are not:

- Located in a U.S. embargoed country
- Listed on any U.S. government restricted party list
- Using the Platform for prohibited end uses

17. DISPUTE RESOLUTION

Governing Law:

This Agreement is governed by the laws of Delaware, United States, without regard to conflict of law principles.

Informal Resolution:

Before formal proceedings, parties agree to attempt good faith resolution for 30 days by contacting the other party's designated representative.

Arbitration:

Disputes not resolved informally shall be resolved through binding arbitration under the American Arbitration Association rules in Delaware. Each party bears its own costs, and the arbitrator's decision is final and binding.

Class Action Waiver:

All disputes must be brought individually. You waive any right to participate in class actions or class-wide arbitration.

18. MODIFICATIONS

- Parallel AI may update this Agreement with 30 days notice via email or platform notification
- Material changes may require explicit re-acceptance
- Continued use after the notice period constitutes acceptance
- If you do not agree to changes, you may terminate before they take effect
- Parallel AI will maintain previous versions for reference

19. INSURANCE

You agree to maintain appropriate insurance coverage, including:

- General commercial liability insurance
- Professional liability / errors and omissions insurance
- Cyber liability insurance covering data breaches
- Coverage amounts appropriate for your business operations
- Evidence of insurance available upon request

20. GENERAL PROVISIONS

Entire Agreement:

This Agreement, together with any referenced documents and your subscription agreement with Parallel AI, constitutes the entire agreement and supersedes all prior agreements.

Severability:

If any provision is found unenforceable, the remaining provisions continue in full force.

Waiver:

Failure to enforce any right does not constitute waiver of that right.

Assignment:

You may not assign without Parallel AI's written consent. Parallel AI may assign without restriction.

Force Majeure:

Neither party is liable for delays due to causes beyond reasonable control, including acts of God, war, terrorism, government actions, or internet outages.

Independent Contractors:

The parties are independent contractors. Nothing creates an employment, agency, partnership, or joint venture.

Notices:

Notices must be in writing and sent to the email addresses on file. Notices are effective upon delivery.