

ADDENDUM No. 1
TO THE TOVIE AI CLOUD TERMS OF SERVICE
TOVIE PLATFORM

This Addendum No. 1 (hereinafter – the Addendum) is an integral part of the TOVIE AI CLOUD terms of service and contains the terms of use of the Service – TOVIE PLATFORM.

Please ensure that You read all sections of the Addendum carefully. If You do not agree with the provisions of the Addendum in whole or in part, please do not use the TOVIE PLATFORM, the Service and their functionality.

1. TERMS AND DEFINITIONS

- 1.1. **Account** – a subject area of the Personal Account, available only to the Licensee, which allows creating and managing accounts of the Licensee's employees in Tovie AI Cloud.
- 1.2. **Bot** – a system created on the basis of artificial intelligence that allows Users to interact with devices or programs by making requests to them and receiving responses from devices or programs in the form of informational responses or performing actions.
- 1.3. **Channel** - a system of technical means designed to interact with the User and transfer data (information) from the sender to the recipient using the Software. The channels currently available are displayed in the Personal Account.
- 1.4. **Messengers and social networks** - a type of Channel in which Bots are integrated with software tools designed to communicate with Users, such as Facebook and others currently available, which are displayed in the Personal Account.
- 1.5. **Reporting period** - 1 (one) month.
- 1.6. **User** - a person who applies to the Licensee (or its device) for resolution of a question, when answering or preparing a response to which the Software is used.
- 1.7. **Subject area** - the subject and context of the dialogue, which determine possible answers to queries formulated using natural language, which can be refined using semantic proximity algorithms by analyzing the words used and their meanings, adding new "request-response" pairs, including without specifying texts of specific requests.
- 1.8. **Software** - a set of computer programs based on the TOVIE PLATFORM, which allows the User to communicate with the Bot, as close as possible to verbal communication between people, the purpose of which is to obtain the information result expected by the User, including the software specified in the Application components or complexes and used to create, host and process services, scripts and interfaces.

The software provides the following main features:

- execution of arbitrary business logic of the Bot;
 - transparent adaptation of the Bot to work in various communication channels;
 - administration and analytics tools;
 - integration of scenarios in Bot and Skills;
 - preliminary processing of the request text (text splitting into words (tokenization), automatic correction of typos);
 - morphological analysis - reduction to a normal form and replenishment of the text with morphological features.
- 1.9. **Skills** – sets of dialogs and scripts used by the Bot and allowing the User to interact with the Bot, receiving a relevant information result in response to his request.

- 1.10. **Unique User** – a non-recurring User who has unique characteristics that allow him to be identified as a specific User and who has interacted with the Bot on the Channel. In the event that the same User uses different Channels (Messengers, Voice Assistants, etc.), including for continuing interaction on the same request, he is considered during the Reporting Period as a Unique User for each of channels used.
- 1.11. **Payment system** – a provider of electronic payments that provides the ability to receive funds in favor of legal entities and individual entrepreneurs via the Internet, attracted by the Licensor to make payments.

2. GENERAL PROVISIONS

- 2.1. The Licensor grants to the Licensee a simple (non-exclusive) license to use the Software in the Territory and for the Term in the ways and within the limits established by the Terms and the Addendum, and the Licensee undertakes to pay a fee for the use of the Software.

3. RIGHTS AND OBLIGATIONS

In addition to the rights and obligations in the Terms, the Parties have the following rights and bear the following obligations:

- 3.1. The Licensee is responsible for any actions performed using access to control the Bot through the Personal Account.
- 3.2. By the time the Software is started to be used, the Licensee shall ensure the availability and operability of the technical equipment necessary for the regular operation of the Software.
- 3.3. As part of the support provided by the Licensor for the Software, the Licensee undertakes, if necessary, to provide the Licensor with access (direct or remote) to the equipment from which the use of the Software is performed.
- 3.4. When building dialogues with the Users the Licensee undertakes to:
- follow the rules of persons providing the opportunity to interact with the User through the relevant Channels, including compliance with any applicable agreements and rules of the Channels;
 - be fully responsible for the content of the Bot's responses compiled or customized by the Licensee and the fact of their acceptance and transmission.

The Parties acknowledge that if the message within the framework of the dialogue contains advertising information, the Licensee shall bear the obligations of the advertiser and advertising distributor of such message provided for by law;

- ensure compliance with the requirements of applicable law when forming the texts of dialogues, the Skills, responses to requests, in particular, do not allow the content of information the distribution of which is prohibited by applicable law, including dishonest, unreliable advertising/information that is misleading, encouraging to commit illegal actions and /or inciting violence and cruelty, which is a prohibited advertising or political advertising.

At the same time, obscene words and expressions (in any language), or words consonant with them (orthoepic), or other words of offensive content (including, but not limited to, words that offend national, religious and other feelings), threats of any nature, including threats of violence, causing material damage;

- independently consider and resolve claims, complaints and other appeals of Users or third parties related to the content of the dialogues;
- obtain consent to the processing of personal data of Users (including by the Licensor) in order to fulfill the Terms and the Addendum, as well as resolve claims arising from the Terms and the Addendum, as well as to properly fulfill the obligations stipulated by the legislation on personal data;

- obtain the consent of the Users to receive messages within the framework of the dialogues between the Bot and the Users.
- 3.5. The Licensee agrees not to use means to artificially change the number of the Unique Users, including, but not limited to, not to use intermediate servers, technical intermediaries, redirects, VPN services and aggregators.
- 3.6. The Licensor has the right, on its own initiative, to analyze and compare the number of the Unique Users of the Bot and the number of requests to it, as well as send requests for clarifications from the Licensee based on the results of the analysis and comparison.

4. PAYMENT

4.1. The tariff plans are specified on the website <https://platform.tovie.ai/plans>. For the avoidance of doubt, the specified tariff plans are not subject to the terms and conditions of the Licensor's affiliate programs, unless otherwise specified by the parties' agreement.

4.2. The Licensor's remuneration is payable in advance:

- the remuneration paid for each Reporting Period is paid before the date of commencement of use of the Software;
- the remuneration based on additional licensed metrics is paid prior to the date the Licensee start using the Software.

4.3. Payment of the Licensor's remuneration is made in a non-cash form by periodically automatically debiting funds from the bank card account specified by the Licensee in the Personal Account (subscription) until the Licensee refuses to make the corresponding debits in the Personal Account (unsubscribing).

4.4. The Licensee gives its consent to the automatic periodic debiting of funds in the Payment System at its order, given in the manner provided for in this paragraph, and acknowledges that the instructions for debiting funds from its account, sent in accordance with the terms of the Addendum, are equal in legal force to genuine instructions of the Licensee to write off funds on paper, duly certified by the signature of an authorized person of the Licensee.

On a monthly basis, until the funds are debited, the Licensor warns the Licensee about the corresponding debiting of funds from a bank card.

If there are not enough funds on the Licensee's account at the time the payment is debited, the right to use some of the Parameters for the Licensee may be suspended until the account is replenished and the next debit is successfully completed.

4.5. After unsubscribing, the Licensee retains access to the Personal Account without the right to use the Software, and in the future, the Licensee may continue to use the Software at any time by paying the appropriate remuneration to the Licensor.

4.6. The Licensor does not store the data of bank cards of the Licensees, the processing of bank card data and debiting of funds is carried out by the Payment System.

4.7. A written agreement may be reached between the Licensee and the Licensor on a different procedure for paying the Licensor's remuneration.

4.8. Switching to a new tariff plan with conditions different from the tariffs specified on <https://platform.tovie.ai/plans>, or if the Licensee plans to pay for the tariff by another method of payment, different from the method of payment of tariffs specified on <https://platform.tovie.ai/plans>, proceed as follows, the Licensee sends an application to the e-mail address contact@tovie.ai, specifying the desired payment procedure and the necessary additional conditions in the tariff plan. The transition to a new tariff is carried out by concluding a written agreement with the Licensor.

ADDENDUM No. 1.1.

TO THE TOVIE AI CLOUD TERMS OF SERVICE

TOVIE PLATFORM ULTIMATE

TECHNICAL SUPPORT *

<i>Parameters</i>	<i>SLA-0</i>
basic tariff conditions**	
Channels of communication with technical support	support@platform.tovie.ai
Guaranteed technical support response time for a critical issue ****	1 business *** day
Guaranteed time to implement a complete solution to a critical issue *****	10 business days
Guaranteed technical support response time for a minor issue *****	2 business days
Guaranteed time to implement a complete solution to a minor issue *****	not standardised
Guaranteed response time of technical support for a common issue *****	2 business days
Guaranteed time to implement a complete solution for a common issue *****	not standardised

* Technical support is guaranteed under the following conditions:

- Scripts of Bots executed on the Platform do not contain non-optimal and/or incorrect program code that inefficiently uses system resources;
- The Licensee does not violate the terms of the Terms. If the Licensor establishes that the Licensee attempted to modify, decompile, copy, reverse engineer the Software, or take other actions aimed at obtaining the source text (code) of the Software or its elements, disrupting its correct functioning, or the Licensee used means to artificially change the quantity Unique users, including, but not limited to, intermediate servers, technical intermediaries, redirects, VPN services or aggregators, or the Licensee did not update the Software at the request of the Licensor, or violated other terms of the Terms, the Licensor has the right not to provide technical support ;
- The problem is related to the operation of the Software. In the event of problems with the software and/or hardware of service providers, the Licensor cannot provide technical support in accordance with this paragraph, but undertakes to provide the Licensee with assistance in obtaining it from the relevant service provider.

** Applied to the applicable tariff unless otherwise specified by the parties' agreement.

***Business day of the technical support service - the time interval from 10:00 to 19:00 GMT+2.

**** Critical issue - a problem in the Software that leads or is highly likely to lead to a serious limitation or inability to provide any service/service to the Users of the Licensee. Loss of control and monitoring of the Software or its individual parts.

***** Minor issue is an issue that results in the inoperability of certain Software Options, but does not affect the quality of services provided, control, management, or traffic organized using the Software. Failed to get statistical information.

***** Common issue - a request related to the functional and technical capabilities of the Software, recommendations, procedures for its maintenance and operation, configuration, configuration.