License & Services Agreement No .TBD

Licensor	**TOVIE AI LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at 128 City Road, London, England, EC1V 2NX,
Licensee	**TBD**, a company incorporated under the laws__, having its registered office is ___

hereinafter referred to collectively as the **"Parties"**, and, individually, as the **"Party"**, executed this agreement (hereinafter - the "Agreement"):

1. Terms & Definitions

1.1. **Account** - a Software Parameter available when entering a login and a password, provided to the Licensee by agreement of the Parties, used to display Dialog Logs, configure the Bot and other Software Parameters, manage the content component of the Bot and interaction scenarios (if applicable), as well as create and manage Software user accounts with different access rights. If the Account parameter is available, individual reports are not sent to the Licensee.

1.2. **Applicable law -** laws of England and Wales.

1.3. **Bot** – a system based on the basis of artificial intelligence, which allows Users to interact with devices or programs by making requests and receiving responses from devices or programs in the form of information answers or performing actions.

1.4. **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.

1.5. **Chat Widget** - an interactive type of Channel integrated with an Internet site, in which the Bot is launched by a separate button made in text or graphic form, and has a visual embodiment in the form of a separate dialog box.

1.6. **Dedicated Content Support** – linguistic support of Software content, within which 1 (one) specialist is allocated who updates content in Bots, analyzes Dialog Logs, creates new topics and scenarios, and also updates the Knowledge Base. The number of hours per month spent on these actions performed by a specialist is not limited.

1.7. **Dialog Logs** – the process of User's communication with the Bot recorded and stored in a human-perceived form, including all requests made and responses to them.

1.8. **Effective Date** – the date of signing of this Agreement, specified in the top right corner of the first page of this Agreement.

1.9. **Knowledge Base** - an information base that represents a set of Subject Areas and helps to create a FAQ Bot for answering frequently asked questions, which enters into a dialogue with Users in natural language and answers based on the Subject Areas chosen by the Licensee, analyzing the User's request and identifying the Subject Area using semantic proximity algorithms.

1.10. **License Fee** – remuneration for granting the right to use the Software in the ways stipulated by this Agreement, paid by the Licensee to the Licensor.

1.11. **Messengers and social networks** - a type of Channel in which Bots integrate with software designed to communicate with Users, such as Facebook and others currently available, which are displayed in the Client's Account.

1.12.   **On Cloud Copy** - a copy of the Software provided to the Licensee by partially copying the Software to the Licensee's at the beginning of each session of access to the Software, with partial processing of commands on the Licensor's equipment.

1.13.   **Parameters** – Software functionality, license types, Software installation options and other rights acquired by the Licensee for a fee that allow the Licensee to change or expand the capabilities of the Software, the totality of which determines the amount of the License Fee.

1.14.   **Platform** - the Tovie Platform, the description of which is contained in Annex No. 1 to the Agreement.

1.15.   **Prompter** - a Software Parameter within which the Bot does not communicate directly with the User, but provides a typical hint (a typical response) at the User's first request during the Session, the representative of the Licensee (the Licensee's Client), who must check the Bot's prompt and edit it if it is necessary; within the framework of voice communication, the Bot provides a typical prompt (a typical response) to the first request of the User within a Session lasting up to 1 (one) minute to the representative of the Licensee.

1.16.   **Regular Content Support** – linguistic support of Software content provided by the Licensee with 24 (twenty-four) astronomical hours per month, when the content manager updates the content in Bots, assists the Licensee in creating interactive newsletters and data analysis. With this type of support, new topics and scenarios are not created by the content manager.

1.17.   **Remuneration for the Services –** the remuneration paid by the Licensee for the Services provided by the Licensor.

1.18.   **Report –** the service delivery report. The form of the Report is specified by the Parties in the Annex No 3 to this Agreement.

1.19.   **Reporting Period** – the period paid by the Licensee for the use of the Software, equal to 1 month. The beginning of the Reporting Period shall be the date agreed by the Parties.

1.20.   **Services** - software development services, provided by the Licensor in accordance with the Statement of Work.

1.21.   **Session** - a text or voice dialog of a Bot with 1 (one) User, the duration of which, for the purposes of calculating the number of Sessions used in the Reporting Period, is determined depending on the Channel as follows: for Messengers and Social Networks and Chat Widget – 1 (one) hour; for e-mail – 48 (forty eight) hours; for a Voice Assistant – until the User stops the Voice Assistant Skill; for a Telephone Channel, 1 (one) Session is equal to 1 (one) phone call (established connection with the subscriber).

For any type of Channel, the Session is completed when it is Transferred to the Operator.

For the purposes of determining the number of Sessions used, the duration of the Session is rounded up to the duration of the entire Session.

1.22.   **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.

1.23.   **Software** – a set of computer programs developed as part of the Licensor's project Tovie AI, which is based on: "Tovie Platform", a platform that 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 components or complexes specified in the Agreement and used to create, placement and processing of services, scripts and interfaces.

For the avoidance of doubt, the project of the Licensor Tovie AI means the development of a full-cycle software solution for the development, implementation, operation and maintenance of intelligent conversational chat bots in various text and voice channels, voice assistants and their skills, which uses unique algorithms for understanding natural language, rule-based and machine learning approaches are effectively applied.

The exclusive right to use the Software belongs to the Licensor.

The description of the Software is specified in Annex No 1 to the Agreement.

1.24. **Speech Recognition and Synthesis** - a Software parameter that allows translating User requests and responses to Users from audio form to text form or from text form to audio form during a voice dialogue on a Telephone Channel.

For billing purposes, Sessions using Speech Recognition and Synthesis are divided into segments lasting 15 (fifteen) seconds.

To determine the number of segments in one such Session, the length of the segment is rounded up to 15 (fifteen) seconds.

(If the Session lasted 37 (thirty-seven) seconds, that it will be divided into 2 (two) segments of 15 (fifteen) seconds and 1 (one) segment of 7 (seven)seconds. The duration of the last segment will be rounded up to 15 (fifteen) seconds. The final cost will be calculated for 45 (forty-five) seconds).

1.25. **Statistics -** collection, generalization and provision in an objective form of data related to the using of the Bot, including data of the number of sessions and the number of Unique Users (hereinafter referred to as **Basic Statistics**) separately for each Channel.

1.26. **Statement of Work –** the Licensee's requirements to the result of the Services, specified in the Annex No 2 to this Agreement, and containing the conditions related to the terms and scope of the Services provision.

Extended Statistics also includes the number of unrecognized requests, the number of specific requests and quantitative indicators of the use of other functionality of the Software.

1.27. **Subject Area** – the subject and context of the dialogue that determine possible responses to queries formulated under natural language, that can be refined using semantic proximity algorithms by analyzing the words used and their meanings, adding new request-response pairs, including without specifying the texts of specific queries.

1.28. **Telephone Channel** - a type of Channel that provides the possibility of voice dialogue with the User using a telephone line or IP telephony.

Services for the provision of a telephone channel, telephone number and/or necessary equipment are not provided by the Licensor and are services of third parties that are purchased by the Licensee independently and paid for by such third parties.

The use of the Telephone Channel parameter is possible only if you pay in advance.

1.29. **Territory** - the territory within which Licensee is entitled to use the Software in accordance with terms agreed by the Parties to this Agreement. Under this Agreement, the right to use the Software is granted in respect of the territory of: worldwide.

1.30. **Transfer to the Operator** - a Software parameter that allows to translate the dialog into direct communication with the operator, both at the request of the User himself, and in case of impossibility to resolve the User's request.

1.31. **Understanding Natural Language** - a Software parameter that allows you to recognize, understand and process the text of queries built in natural language, without strict rules for the formulation of the query, the meaning of words in which may depend on the context. Natural Language Understanding does not include Speech Recognition and Synthesis, which are provided separately if it is necessary.

1.32. **Unique User** - a non-repeating User with unique characteristics that allow him to be identified as a specific User, and entered into interaction with the Bot on the Channel. If the same User uses different Channels (Messengers, Voice assistants, etc.), including to continue interaction on the same request, he will be considered as a Unique User for each of the Reporting Period channels used.

1.33. **User** - a person who applies to the Licensee (the Licensee's Client) or his device for the resolution of a particular question, when answering or preparing an answer to which the Software is used.

1.34. **Voice assistant** – a type of Channel in which voice assistants on the User's device (smartphone, tablet, etc.), trained, including the Skills of the Licensee, fulfill the User's requests, in particular, call the Licensee's Bot.

1.35. The Parties specially agreed, that any and all terms and definitions, whereof meaning is not established above, shall be construed in accordance with the Applicable law.

2. Subject Matter

2.1. The Licensor grants the Licensee a simple (non-exclusive) license to use the Software on the Territory in the ways specified in the Agreement and within the limits established by the Agreement, and also provides the Services to the Licensee, and the Licensee undertakes to pay the License Fee and the Remuneration for the Services, stipulated by the Agreement.

2.2. The right to use the Software shall be deemed to have been granted upon completion of the Services.

2.3. The terms, scope and other conditions related to the Services provision are specified by the Parties in the Statement of Work.

2.4. The exclusive right for the result of the Services belongs to the Licensee from the date of the signing of the Report provided by the Licensor.

3. Rights & Obligations of the Licensee

3.1. When using the Software and executing this Agreement, the Licensee undertakes to comply with all the requirements of the Licensor set out in the annexes and/or additional agreements to the Agreement signed by both Parties, as well as other requirements and recommendations of the Licensor brought to the attention of the Licensee.

3.2. The Licensee is not entitled to transfer the rights obtained in accordance with this Agreement, and also is not entitled to grant the same rights (grant sublicenses) to third parties without obtaining additional written consent of the Licensor, unless otherwise expressly provided for in this Agreement and annexes and/or additional agreements thereto.

The list of sublicensees is fixed by the Parties in annexes and/or additional agreements to this Agreement.

The Licensee is responsible to the Licensor for the actions of the sublicensee.

3.3. The Licensee is responsible for any actions performed using access to the Licensee's Account and Bot management.

3.4. The Licensee undertakes to confirm with the Licensor any use of the Licensor's name, trademarks and/or commercial designations, as well as any other information identifying the Licensor.

3.5. The Licensee undertakes to respect the confidentiality of information regarding the Software, its components, interface and operating principles.

3.6. If the Licensee transfers the right to use the Software under a license (sublicensing), the Licensee is obliged to ensure that sublicensee comply with the requirements of the legislation in force within the Territory when processing personal data of Users or other persons.

3.7. The Licensee undertakes to build dialogues with Users in compliance with the following requirements:

3.7.1. follow the rules of telecom operators and third parties that provide the opportunity to interact with the User through appropriate communication channels, including compliance with any applicable agreements and Channel rules;

3.7.2. be fully responsible for the content of the Bot's responses and the fact of their reception and transmission, as well as for the choice of the Communication Channel with Users.

The Parties acknowledge that if a message within the dialog contains advertising information, the Licensee bears all the obligations of the advertiser and the advertising distributor of such a message provided by law, including obtaining the consent of Users to receive such information.

3.7.3. ensure compliance with the requirements of the legislation within the Territory when forming texts of dialogues, Skills, responses to requests, and ensures that the texts do not contain information the dissemination of which is prohibited by the legislation within the Territory, including unfair, unreliable advertising/information misleading consumers, encouraging illegal actions and/or calling for violence and cruelty, which is an advertisement for a product whose advertising is prohibited in this way, at this time or in this place, as well as being a political advertisement.

3.7.4. 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 insulting national, religious and other feelings) may not be used in the texts of the Bot's dialogues; threats of any nature, including threats use of violence, causing material damage;

3.7.5. independently consider and resolve claims, complaints and other appeals of Users or third parties related to the content of the Bot's dialogues or the fact of sending messages.

3.8.   The Licensor has the right to suspend the use of the Software by the Licensee if the content of the Bot's dialogues contradicts the legislation within the Territory, moral and (or) ethical standards, or violates the rights of third parties or the terms of clause 3.14. of this Agreement, as well as upon receipt of requests from third parties or law enforcement authorities.

3.9.   The Licensee undertakes not to use the rights and/or technical capabilities obtained in accordance with this Agreement to perform actions prohibited by the legislation within the Territory (such as gambling, sending information to Users without the consent to receive it, etc.).

3.10.   The Licensee undertakes not to use means to artificially change the number of Unique Users, Sessions and not to use other means to intentionally change the Statistics of the Software, including, but not limited to, not to use intermediate servers, technical intermediaries, redirection, VPN services and aggregators.

At the same time, the Licensor reserves the right, on its own initiative, to analyze and compare the number of Unique Users, the number of requests to the Bot, the number of Sessions, and other Statistics of the Software. If the Licensor suspects that there is a situation of artificial changes in the Statistics of the Software, the Licensor requests explanations from the Licensee to the email address of the authorized person, which he is obliged to provide within 3 (three) working days from the date of receipt of the request from the Licensor. At the time of providing explanations by the Licensee, the Licensor has the right to suspend the license until all the circumstances are clarified.

If, from the explanations received and additional investigation of the circumstances, it is established that there has been an artificial change in the number of Unique Users, requests to the Bot, Sessions, or other intentional actions to change the Statistics of the Software, the Licensor has the right to immediately terminate this Agreement.

3.11.   If the Licensee grants third parties the right to use the Software, the Licensee is obliged to assign to such third-party obligations in respect of the Software to an extent not less than assigned to the Licensee under this Agreement.

4.   Rights & Obligations of the Licensor

4.1.   The Licensor has the right to update or modify the Software at any time at the Licensor's discretion without prior notice to the Licensee.

Information about the changes made and the special terms of use of the Software (if applicable) shall be sent to the Licensee via e-mail.

4.2.   The Licensor independently or at the request of the Licensee makes changes to the Software in order to adapt it to the specific tasks of the Licensee or improve the functionality of the Software.

The exclusive rights to such improvements belong to the Licensor.

At the same time, the Licensee has the right to use such improvements under the terms of this Agreement, and such improvements for this Agreement are part of the Software.

4.3.   The Licensor undertakes to pay remuneration to the authors of the Software, other copyright holders, as well as the legal successors of the abovementioned persons.

4.4.   The Licensor has the right at any time to immediately revoke the license, in case of violation by the Licensee the terms of this Agreement, the Applicable law and/or the legislation within the Territory, or the rights of third parties.

At the same time, the remuneration paid under this Agreement shall not be returned to the Licensee, and the Parties specifically stipulated that the paid remuneration are a reward for using the Software in the period before the Licensor

revokes the license.

4.5. The Licensor has the right, with the consent of the Licensee, to use the name and trademarks of the Licensee to designate the Licensee as the Licensor's client in advertising and any other materials, in the list of clients on the website, as well as at conferences, when drafting commercial proposals and during negotiations with partners.

5. Financial Conditions

5.1. For granting the right to use the Software and for provision of the Services the Licensee pays the Licensor the remuneration in the following amount and order:

Type of remuneration	Amount (GBP)	Conditions of payment
Remuneration for the Services	**TBD**	
License Fee	**TBD**	

5.2. Each Party shall be responsible for all of its taxation affairs and for making payment of any and all taxes due in respect of the funds payable pursuant to this Agreement, if such taxes are applicable.

5.3. The calculation of the Licensor's remuneration excludes VAT (if applicable), for the avoidance of doubt, the Licensor will invoice for the remuneration and add VAT at the applicable rate. The remaining taxes and fees are paid by the Licensor independently from the cost of remuneration.

5.4. Mutual settlements under this Agreement are carried out in GBP.

Invoices and other financial documents provided for by the legislation of England and Wales are drawn up in GBP.

5.5. The Licensee's obligation to pay any amounts under this Agreement shall be deemed fulfilled from the date of receipt of funds to the Licensor's settlement account.

6. Personal Data

6.1. The relationship between the Licensee and the Users is governed by the legislation applicable to the such User as a subject of personal data and the User's personal data, including, but not limited to, any laws, codes, directives, international treaties and agreements, other regulatory legal acts (hereinafter – the "Personal Data Legislation").

Data is defined as personal data in accordance with the Personal Data Legislation.

6.2. The Licensee is obliged to check the Personal Data Protection Policy posted on the Licensor's website, as well as to determine the Personal Data Legislation for each User and comply with the relevant requirements in relation to each User individually.

6.3. The Licensee undertakes to obtain the consent of the Users to collect, store and process their personal data (including the Licensor) in a form that meets the requirements of the Personal Data Legislation, for the purposes, including but not limited to, the use of the functionality of the Software and the Bot, execution of this Agreement and permission claims arising from this Agreement, as well as any other purposes for which the Licensee collects and processes personal data of Users.

6.4. The Licensee acts as a representative of the Licensor in relations with Users on the use of personal data, and also bears full responsibility to Users for the processing of personal data.

6.5. The Licensee is obliged to obtain the consent of the Users to transfer their personal data to the Licensor and to bring to the Users all information, obligatory in accordance with the Personal Data Legislation, about the Licensor as the person to whom the personal data of the Users is transferred.

6.6. The Licensee undertakes to comply with the procedure for obtaining consent and subsequent processing of the User's personal data established by the Personal Data Legislation, as well as ensuring the protection of Users' personal data from unauthorized access by third parties.

6.7. The Licensee undertakes and guarantees that the Licensee has taken all necessary and sufficient organizational and technical measures to protect the personal information of Users in terms of the Licensee's equipment, servers and other hardware, as well as any software used by the Licensee.

6.8. The Licensee is prohibited from collecting, storing and processing data in any other way:

6.8.1. relating to bank cards and accounts of Users, and any banking data;

6.8.2. falling under special categories of personal data, including, but not limited to, data relating to race and / or nationality, political views, religious or philosophical beliefs, health status, intimate life, sexual orientation, biometric data, genetic data, as well as any other data that are categorized as special by the Personal Data Legislation;

6.8.3. data in excess of what is necessary to comply with the purpose of processing such personal data;

6.8.4. data, the disclosure of which may cause significant harm to the User, violate the privacy of the User.

6.9. For the purposes of the execution of this Agreement under the UK GDPR, tailored by the DPA 2018, the General Data Protection Regulation adopted in the European Union No. EU 2016/679, the Licensor acts as a Processor, and the Licensee acts as a Controller, with all the consequences for the parties of these statuses, rights and obligations.

6.10. In the event that the Licensee violates the Personal Data Legislation and inflicts losses on the Licensor as a result of such a violation, the Licensee shall reimburse the Licensor for losses in full within 15 (fifteen) business days from the date of receipt of the relevant request from the Licensor.

6.11. The Licensor has the right to process personal and other data provided by the Licensee in order to execute this Agreement and resolve claims under this Agreement, and the Licensee confirms the Licensee's consent to this.

7. Warranties of the Licensor

7.1. The Licensor guarantees that the Software provided by the Licensor complies with Applicable law.

7.2. The Licensor guarantees that at the time of entering of this Agreement, the Licensor is not bound by any contracts or agreements that prevent the entering of this Agreement and the fulfillment of all its terms.

7.3. The Licensor guarantees that the Licensor has all the rights and permissions necessary to grant the Licensee the right to use the Software in accordance with this Agreement.

7.4. If the Software contains the results of intellectual activity of third parties, the Licensor undertakes to independently and at the Licensor's own expense coordinate with these persons the terms of use of such results of intellectual activity in the ways provided for in this Agreement, as well as to pay them remuneration (if provided for by Applicable law or agreement of the parties).

7.5. The Licensor guarantees the accuracy of the information regarding the name of the Software, its authors, as well as other information provided to the Licensee under this Agreement.

7.6. The Licensor is obliged to refrain from any actions that may hinder the Licensee's exercise of the right to use the Software granted to the Licensee.

7.7. The Licensor does not guarantee the Licensee uninterrupted, error-free operation of the Software in the event of its integration with third-party software and in the event that such integration affects the operation of the Software, as well as the Licensor is released from liability for any consequences, including losses that may arise from the Licensee, Users, other third parties in connection with such use of the Software.

8. Warranties of the Licensee

8.1. The Licensee undertakes to faithfully perform the duties assigned to the Licensee in accordance with the terms of this Agreement, in accordance with the procedure provided for in the Agreement and in compliance with the established deadlines.

8.2. The Licensee undertakes not to use the Software in ways not expressly provided for in this Agreement, as well as in any other way beyond the rights granted to the Licensee in accordance with the terms of this Agreement.

8.3. In cases where third parties file any claims or complaints against the Licensor for violation of intellectual property rights related to the Licensee's violation of the terms of this Agreement and/or the legislation in force in the Territory, the Licensee guarantees the settlement of these claims on its own and at its own expense, in ways that exclude losses on the part of the Licensor, and in case of damages to the Licensor – compensation for the damages caused in full, within 5 (five) business days from the date of receipt of the corresponding claim from the Licensor.

8.4. If a lawsuit is brought against the Licensor in connection with the Licensee's violation of the terms of this Agreement or the legislation in force in the Territory, the Licensor undertakes to send the Licensee a notification of receipt of such a lawsuit, and in the event of a settlement agreement or a court decision against the Licensor to recover funds from the latter, the Licensee is obliged to compensate the Licensor for damages in full, including all documented legal costs, within no later than 5 (five) business days from the date of receipt of the Licensor's request with the attachment of documented expenses.

8.5. The Licensee undertakes not to attempt modification, decompilation, reverse engineering of the Software, as well as other actions aimed at obtaining the source text (code) of the Software or its elements, as well as violations of its correct functioning.

9. Confidentiality

9.1. Each Party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement, which relates to the provisions or subject matter of this Agreement, the other Party, or the negotiations relating to this Agreement.

9.2. Confidential information shall not include information that:

9.2.1. is or subsequently becomes publicly available without the Party's breach of its obligations of confidentiality.

9.2.2. was known to the Party prior to the disclosure of such information by the other Party.

9.2.3. was independently developed by the Party without the use of another Party's confidential information.

9.3. All the rights to confidential data belonging to the Party, which passed it initially.

9.4. After termination of this Agreement any confidential data, contained on any carrier must be returned on demand of the Party, which has passed it, or must be destroyed by the way, excluding its recovery.

9.5. The Parties shall provide treatment with the confidential information with such degree of care and caution as the Parties, receiving this information, treat its own confidential information, but in any case, not less than the level of reasonable caution.

9.6. In cases, not pointed directly in the applicable law or in this Agreement, confidential information might also be transferred to third parties only on preliminary written consent of the other Party.

9.7. In case of disclosure of the confidential information on lawful demands of government authorities, the Party, which is disclosing such confidential information to the other Party, shall be aware of this other Parties as soon as possible.

10. Dispute Resolution

10.1. All disputes and discrepancies arising between the Parties under the Agreement or in connection with it, shall be solved by means of negotiation between the Parties.

10.2. The Parties have agreed on obligatory fulfillment of the pre-trial complaint procedure of dispute's settlement. All claims sent by one Party shall be considered by the other one within 15 (fifteen) working days from the moment of its receiving.

10.3. If an agreement is not reached through negotiations, the dispute may be referred by either Party to the competent court in accordance with Applicable law.

11. Liability of the Parties

11.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties are liable in accordance with Applicable law and the terms of this Agreement to the extent of the actual damage caused, unless otherwise expressly provided for in this Agreement.

11.2. In case of delays in payment of the License Fee or the Remuneration for the Services, the Licensee is obliged, at the written request of the Licensor, to pay a penalty in the amount of 0.1% of the amount owed for each day of delay.

11.3. If applicable, losses incurred by either Party due to the actions of the other Party may be reimbursed by the insurance company of the Party at fault if such Party has the appropriate insurance.

12. Force Majeure

12.1. Neither of the Parties shall be liable for full or partial non-performance of their obligations under this Agreement if the non-performance is a result of force majeure circumstances (flood, fire, earthquake, and other natural disasters, war or military actions, actions of state authorities) which occurred after the conclusion of this Agreement and which are beyond the control of the Parties.

12.2. If such circumstances have affected the fulfilment of obligations within the time period established in this Agreement, this time period shall be extended proportionally by the duration of the relevant circumstances.

12.3. The Party which is unable to fulfil the Party's obligations due to the occurrence of force majeure shall notify the other Parties in writing no later than 15 (fifteen) calendar days after the occurrence of force majeure, as well as the expected duration and termination of the force majeure.

12.4. Failure to notify or untimely notification shall deprive the Party concerned of the right to invoke force majeure circumstances as a ground exempting the Party from liability for failure to fulfil the Party's obligations under this Agreement. Certificates of authorized state authorities will serve as proper evidence.

12.5. If the above circumstances persist for more than 2 (two) months, either Party shall have the right to unilaterally withdraw from this Agreement. In this case, mutual settlements shall be made between the Parties prior to the termination of this Agreement for the debts incurred prior to the receipt of the respective written notice by one of the Parties.

13. Term & Termination

13.1. This Agreement shall enter into force from the Effective Date, and is valid for 2 (two) calendar years. After the expiry of the specified term, the Agreement shall automatically be prolonged for a similar term for the part of the license, if neither of the Parties has any objections.

13.2. This Agreement may be terminated:

13.2.1. on the initiative of either of the Parties in the order of unilateral refusal to fulfill this Agreement by sending a written notification to the other Party at least 30 (thirty) calendar days before the date of termination, while with mutual consent, the Parties sign a written agreement on termination;

13.2.2. by the Licensor, by way of unilateral withdrawal of this Agreement, in case of violation by the Licensee of the terms of this Agreement or any additional agreement thereto, if such violation was not eliminated by the Licensee within a reasonable time, but in any case, not more than within 30 (thirty) days from the date of notification to the Licensee of

such violation, by sending a written notification to the Licensee.

At the same time, the return to the Licensee of the funds paid under this Agreement (including in the order of prepayment) is not carried out, and the Parties specifically stipulated that the paid funds are remuneration for the use of the Software for the period from the moment of signing this Agreement to the moment of termination of this Agreement.

13.2.3. The obligations of the Parties under this Agreement, which by their nature must continue to operate (including, but not limited to, obligations regarding the confidentiality of information, the remaining settlements, the use of information, the prohibition of modification, decompilation, reverse engineering of the Software, guarantees and assurances) remain in force after the expiration of this Agreement.

14.   Miscellaneous

14.1.   The rights and obligations of the Parties under this Agreement in whole or in part may be transferred by either Party to a third party only with the prior written consent of the other Party in response to a written request received.

14.2.   The Parties recognize the legal force of documents sent by e-mail or facsimile, subject to the subsequent exchange of original documents, which must be sent after sending copies of documents using the above means of communication, unless otherwise provided by this Agreement.

In the event of any discrepancy between copies and originals of documents, the originals of documents on paper, certified by the signatures and seals of the authorized persons of the Parties, shall prevail.

The Parties specifically stipulated that from the moment when such a possibility is technically implemented by the Licensor, the document flow between the Parties (including invoicing) will be carried out through the Licensee's Account in the Software.

14.3.   The Parties agreed on the following contact details:

The Licensor	The Licensee
Responsible manager contacts	
Name: Joshua Eugen Kaiser Title: Director Contact phone number: +44 20 4577 1007 Email address: contact@tovie.ai	Name: Title: Contact phone number: Email address:
Technical service contacts	
Contact phone number: +44 20 4577 1007 Email address: support@tovie.ai	Contact phone number: Email address:

14.4.   In case of changing of one of the Party's details, such Party shall notice the other Party about such changes within 5 (five) business days.

14.5.   Any changes and additions to the Agreement are valid only provided that they are made in writing in the form of annexes and / or additional agreements to the Agreement and signed by the respective authorized representatives of the Parties.

14.6.   This Agreement has been constructed in 2 (two) English original copies, one for each Party and the Parties agreed that it may be signed by electronic signature, by means of digital platforms that comply with the sufficient requirements to be valid and legally bonding, counting such signatures and signed agreements as originals when signed by both Parties.

15. **Details**

Licensor:	Licensee:
TOVIE AI LIMITED	**TBD**
Address: 128 City Road, London, England, EC1V 2NX Registration number: 11595010 VAT registration number: 424 7938 70 **Metro Bank** Account Name TOVIE AI LIMITED (JUST AI UK LIMITED) Account Number 31676835 Sort Code 23-05-80 IBAN GB54MYMB23058031676835 SWIFT MYMBGB2L	
Director Joshua Eugen Kaiser _____	**TBD** _____

Annex No 1
to the License & Services Agreement No. TBD

Licensor	**TOVIE AI LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at 128 City Road, London, England, EC1V 2NX,
Licensee	**TBD,** a company incorporated under the laws _____ having its registered office at_____

hereinafter referred to collectively as the **"Parties"**, and, individually, as the **"Party"**, executed this Annex No 1 to the License & Services Agreement (hereinafter - the "Agreement"):

1. In accordance with the Agreement and this Annex, the Licensee has the right to use the following Software **(On Cloud Copy)**:

DESCRIPTION OF THE SOFTWARE	
Component Name	**Description**
Tovie Platform (Platform)	Provides the following main features: • Creation and project management of Bots; • Editing scripts of Bots in text form using tools of the built-in DSL language with support for the JavaScript programming language; • Editing scenarios Bots using a visual editor; • Configuring incoming, outgoing and operator channels; • Administration and analytics tools; • Displaying statistics of the Bot's work; • Viewing and marking up the history of dialogues with clients; • Implementation of outgoing telephone calls with the ability to conduct a dialogue with the user in a voice in natural language; • Interface for managing voice calls and lists of numbers; • Analysis tools for voice mailings to assess the effectiveness.

2. In accordance with the Agreement and this Annex, the Licensee is granted the right to use the Software in the following ways:

2.1. use of functionality (Parameters) agreed by the Parties and paid for by the Licensee Software, including for routing purposes, processing User requests and providing a response within the framework of User interaction with Bots.

3. For an On Cloud Copy, the Licensor guarantees, depending on the volume of use of the Software within the selected Parameters:

Features	License GBP (w/o VAT)
	TBD
	TBD
	TBD
Unique text sessions	TBD
Tovie NLU DIRECT API: number of requests / month	TBD
Social Networks and messengers	●

Chat widget	•
Voice assistants	•
Phone	•
Online chats and CSP	•
API: Chat, Calls, Pushes	•
Phone channel: NLU minutes / month *	TBD
Log labelling	TBD
Third party NLU algorithms	TBD
View dialog logs	•
API exports of dialog logs	•

* The billing interval in the Phone Channel is fifteen (15) seconds. The unused amount of NLU minutes in the current Reporting Period shall not be carried over to the next Reporting Period. If the NLU package is used up, the Licensor's remuneration for providing the Licensee with an additional NLU package is:
Additional Unique Users unused in the current Reporting Period are carried over to the next Reporting Period.

5.   The Licensor guarantees the following terms of technical support:

Guarantee	License Type: TBD
Operating time of the hotline for critical problems	unavailable
Communication channels with technical support	portal
Guaranteed technical support response time for a critical problem*	4 hours during technical support working hours
Guaranteed time to implement a complete solution to a critical problem*	1 working day
Guaranteed technical support response time for a serious problem**	2 working days
Guaranteed time to implement a complete solution to a serious problem**	40 working days
Guaranteed response time of the technical support service on a general issue***	2 working days
Guaranteed time to implement a complete solution on a common issue***	not standardized

* Critical problem - a problem in the Software that leads or with a high degree of probability can lead to a serious restriction or lack of the possibility of providing any service/service to the Licensee's Users. Loss of control and monitoring of the Software or its individual parts.
** Serious problem - a problem that leads to the malfunction of individual Software Parameters, but does not affect the quality indicators of the services provided, control, management and traffic organized using the Software. Failure in obtaining statistical information.
*** General question - queries related to the functional and technical capabilities of the Software, recommendations, procedures for its maintenance and operation, configuration, configuration.

6.   The working day of Technical support for responding to serious and general issues is Mon-Fri, 10:00 - 19:00 GMT+2.

7.   If the Licensee has situations related to the failure to achieve the Software operation parameters specified in the guarantees for reasons related to the software and/or hardware of the Licensee, the Licensor's specialists are involved in their consideration and elimination within the framework of technical support. In the absence of an active paid technical support service, the involvement of Licensor's specialists is possible on the terms of payment for the time actually spent by Licensor's specialists on the analysis and elimination of the problem.

8.   This Annex enters into force upon signature by the Parties and is an integral part of the Agreement.

9.   This Annex is executed in 2 (two) copies, 1 (one) copy for each of the Parties.

10.   All other matters nor covered by this Annex shall be governed by provision of the Agreement.

Licensor: **TOVIE AI LIMITED**	Licensee:
Director Joshua Eugen Kaiser _____	Director _____