

SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT - GENERAL TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 These SAAS GENERAL TERMS AND CONDITIONS are incorporated by reference into any order form and/or variation order form that has as scope, inter alia, SAAS Service (“*Order*”/*Order Form/Service Order Form*) submitted to by the party identified as “Customer” as set forth in the Order (“*Customer*”) and accepted by FastForward.AI Inc. (“*Company*”). By signing the Order Form, Customer acknowledges that it has read and agrees to be legally bound by these Terms. All Order Forms are subject to acceptance by Company. Company reserves the right to refuse any Order, in whole or in part, with or without cause, in its sole discretion. These SAAS GENERAL TERMS AND CONDITIONS and the Order Form in the parts related to SAAS Service and any other documents mentioned by the Order Form as integrant part of the SaaS agreement are referred to collectively herein as the “*Agreement*.”
- 1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services mentioned in the ORDER FORM as detailed in the DESCRIPTION OF SERVICES in accordance with the SERVICE LEVEL TERMS.
- 1.3 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in the SERVICE LEVEL TERMS.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly either before, during or any time after the Term: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“*Software*”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or expressly authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software or Services that is distributed or provided to Customer for use on Customer premises or devices, by signing the Order Form and subject to Customer complying with all terms and conditions and fulfilling all its obligations under the Agreement, Company grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use such Software throughout the Territory during the validity of the Agreement inside the Term only in connection with the Services solely as expressly authorized through this Agreement.
- 2.2 Further, Customer may not remove or export from the United States, the Cloud used by Company or other physical or internet web hosting location chosen by the Company to operate its services or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard policies then in effect (the “*Policy*”) as published and updated from time to time on <https://fastforward.ai/policies/TOS.html> and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no

obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

- 2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.
- 2.5 Customer shall provide the necessary assets, support and resources, and shall comply with Customer Obligations mentioned in the DESCRIPTION OF SERVICES. Customer understands and agrees that within the Territory and during the validity of the Agreement inside the Term, Company will provide to Customer the Services agreed by the parties in the Order Form and within the limits of the Agreement, subject to Customer fulfilling its obligations. Should the Customer fail to fulfill any of the Customer obligations, the Company can adjust the scope of Services and functionalities to be delivered as part of the Agreement and its obligations as described in this Agreement, including the right to terminate the agreement and/or withdraw any right of commercial exclusivity if such a right is initially granted to Customer.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS; PERSONAL DATA

- 3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in relation to performing /receiving the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data provided by Customer to enable the provision of the Services. In this respect the Customer warrants to the Company that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law. The Company shall own all right, title and interest in and to all Company data as well as all aggregate data (except for personal data processed on behalf of Customer) related to this Agreement, including aggregate data related to Customer's clients and/or potential clients and shall have the right to decide to further keep data related to Customer's clients and/or potential clients which is collected / obtained from sources other than the Customer, as well as any data that is based on or derived therefrom.

The Customer hereby understands and agrees that the Company may copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under this Agreement and/or under the applicable law. The Customer also understands and agrees that the Company may sub-license its rights to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under this Agreement.

- 3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions and/or other technology developed in connection with Implementation Services or support, including without limitation the ones necessary and/or agreed upon for the integration with the Customer applications and platforms like the Integration Layer, and (c) all intellectual property rights related to any of the foregoing.

- 3.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, Customer shall own all right, title and interest the results of such analysis.

Without affecting other provisions of this Agreement, if or when acting as a processor of the Customer, the Company will process personal data within the permitted extent and solely for the purpose of executing this Agreement and rendering the Services and the Customer shall be responsible for all processing when Customer is controller and Company is processor, including for complying with the provisions of the applicable laws on personal data processing and protection. For the situations when Company is acting as a personal data processor on behalf of the Customer, the DATA PROCESSING AGREEMENT shall apply. In all other cases or for processing otherwise, the Company will be deemed as controller and each party as controller shall be responsible for its own processing, its own systems and for complying with the provisions of the applicable law set out for controllers.

The Customer understands that some data pertaining to Customer and/or Users delivered through an Engagement Channel, like the content of chat-box, may be kept by the provider of the Engagement Channel itself and remain /be available to the page administrator and other parties, according to the terms and conditions of the Engagement Channel provider (e.g. Facebook).

- 3.4. The Customer understands that the Company shall cloud-host, operate and maintain Services offered to Customer using a cloud provider (such as Amazon AWS) and relies on the statements and representations of the cloud provider with regard to the location of the servers' location of the latter.
- 3.5. Company will be free (during and after the Term hereof) to (i) use information and data acknowledged during provision of Services to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data in connection with its business.
- 3.6. Customer is the only responsible for any legal liability arising out of or relating to the Customer Content meaning any information, data or messages provided by or on behalf of the Customer, any third party or User using Customer services. Customer services and/or Customer Content shall not contain information which is unsolicited, offensive, threatening or abusive or which otherwise is of criminal or unethical nature according to the applicable laws. To the extent necessary to provide the Services and to improve Company products and services, Customer grants Company a worldwide and royalty-free intellectual property license to use Customer Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via the Services. Customer Content may appear in demonstrations or materials that promote the Company Services.

4. PAYMENT OF FEES

- 4.1. Customer will pay Company the applicable fees, charges, costs and other amounts mentioned in the Order Form in relation to the Services and the Agreement, all amounts being deemed as net of taxes unless otherwise specified. If Customer's use of the Services exceeds the Service Capacity set forth in the Order Form or otherwise requires the payment of additional fees, charges and/or costs, Customer may be billed for amounts and Customer agrees to pay the additional fees and charges in the manner provided herein as well as costs incurred by Company with third parties to be passed on to Customer.
- 4.2. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees, upon thirty (30) days prior notice to Customer (which may be sent by email or other reasonable manner) before changes / new fees and charges take effect. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 10 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.3. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company within 10 (ten) working days after the date of the invoice unless Parties agree other payment terms in the Order Form. Unpaid amounts are subject to a finance charge of 1% per month on any outstanding balance, or the maximum permitted by law, capped to the total outstanding amount, plus all expenses of collection and may result in immediate suspension or termination of Service at Company discretion. Customer

shall be responsible for all taxes and contributions associated with Services other than U.S. taxes based on Company's net income.

- 4.4 Silicon Valley Bank exchange rate will be applied to calculate any fees that have as reference any other currency than US dollar.

5. TERM AND TERMINATION

- 5.1 The Agreement shall commence upon the date when the Order Form is accepted by Company mentioned on the last page of the Order Form, when the SaaS Agreement is deemed entered by the parties (Commencement Date or Effective Date).
- 5.2 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.3 In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; the Company may suspend the Service or terminate the Agreement without notice, without court intervention or any other additional diligence, in the case of nonpayment.
- 5.4 SAAS Agreement may be ended by unilateral denunciation by either Party giving not less than 30 days written notice of termination to the other Party at any time.
- 5.5 In all cases, the moment the SaaS Agreement ceases regardless of cause, Company may cease providing Software as a Service and any other related services, all licenses and rights granted hereunder to Customer will be deemed as terminated. Customer will pay in full for the Services up to and including the last day on which the Services are provided. In case the Order Form mentions that both SaaS Services and Advertising Services are applicable, the termination of the SaaS Services shall be deemed automatically as a termination of the Advertising Services, in the same terms and conditions without any other diligence being necessary as well as of the other agreements concluded by the Parties in relation to Company Services,. Termination of the Advertising Service and/or of other agreements between parties related to the Services (like the agreement between the parties and the Engagement Channel operator for WhatsApp) shall not be deemed as an automatic termination of the SaaS Agreement.
- 5.6 Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days in the format generally used by the Company, but thereafter Company shall delete stored Customer Data, except otherwise required by law or other regulations. Company will maintain following any termination, data that is required for the functionality of Company platform including but not restricted to: service usage, performance analysis and operational support data.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner according to SERVICE LEVEL TERMS.

With reservation to the SERVICE LEVEL TERMS adopted by the Parties, Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control. The Company shall provide the Customer with reasonable advance notice in writing or by e-mail of its scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, INCLUDING SAAS SERVICES AND IMPLEMENTATION SERVICES, ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

- 7.1 Each Party will indemnify, defend and/or handle at its own cost and expense any claim or action brought by a third party against the other Party, if, and to the extent that, such claim or action arises out of or relates to:
- a) any breach of such Party's representations, warranties, or obligations expressly undertaken in this Agreement;
 - b) claims based on any protected intellectual property rights of a third party resulting from infringement of any United States patent or any copyright or misappropriation of any trade secret, trademarks, by the indemnifying Party hereunder, except for the open source software and solutions used by Company and/or embedded in the Software or Platform.
- 7.2 The above indemnification obligations do not apply unless the putative indemnified Party notifies the putative indemnifying Party in writing within 30 (thirty) days of becoming aware of a threat, claim or proceeding potentially giving rise to the other Party's indemnification obligation, as set out in this clause. Upon being notified about the claim, the indemnifying Party has the right to participate, at its own cost and expense (including, without limitation, attorneys' fees), in the defense and/or negotiations for its settlement or compromise of any such claim or action in order to protect its own interests. The defense and/or negotiations for settlement or compromise will mainly be conducted by the indemnified Party. The indemnifying Party will not be responsible for any settlement it does not approve in writing, save for final and binding court decisions and unchallenged final decisions of the public authorities.
- 7.3 The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.
- 7.4. Customer hereby agrees to indemnify, defend and hold harmless against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of any third parties' rights into the resources, applications, software and/or systems used by the Customer in relation to this Agreement, especially the ones for which the Company develops integration services and the Integration Layer.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY MATTER RELATED TO THE OPEN SOURCE SOFTWARE AND/OR SOLUTIONS USED BY COMPANY AND/OR EMBEDDED IN THE SOFTWARE AS A SERVICE OR PLATFORM AND/OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE

ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement shall be governed by US, California law, regardless of conflict of laws principles. Any disputes arising from the Agreement including the validity, invalidity, any claims, breach or termination thereof, difference of opinion, or disagreement (“Dispute”) shall be first submitted to be resolved amiably between Parties by DISPUTE RESOLUTION PROCEDURE below.

9.2 DISPUTE RESOLUTION PROCEDURE

i) Any Dispute shall first be referred to the persons appointed by Customer and Company respectively to settle the Dispute (Dispute Resolution Representatives) for resolution who shall seek, in good faith, to amicably and promptly resolve the Dispute within 14 days of the Dispute being referred to them or such other later date as may be agreed between the parties in writing.

ii) Any Dispute which cannot be resolved by the Dispute Resolution Representatives within that period shall then be referred to the parent company Chief Executive Officer (or equivalent) on behalf of Customer and the parent company Chief Executive Officer (or equivalent) on behalf of the Company who shall meet within 14 days of any failure to resolve the issue solely in order to resolve the Dispute and seek, in good faith, to amicably and promptly resolve the Dispute. Such meeting shall be minuted and chaired by the Party calling for the meeting (but the chairman shall not have a casting vote). The Parties may agree in writing to extend the period to resolve the Dispute or take such other action as may be agreed.

9.3 In case by the DISPUTE RESOLUTION PROCEDURE Parties do not come to an agreement within the 30 days period after a request was first submitted in the Dispute Resolution Procedure and do not mutually agree to extend the period to resolve the Dispute, they may refer it for solving to exclusive jurisdiction and venue of the state or federal courts in Mountain View, California, US, for all Disputes arising out of or relating to the Agreement.

10. MISCELLANEOUS

10.1 When using the Services, Customer will abide the following rules:

- i. Shall not do anything illegal.
- ii. Shall not engage in any activity that exploits, harms, or threatens to harm children.
- iv. Shall not use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
- v. Shall not use Service to engage in activity that is fraudulent, false or misleading
- vi. Shall not circumvent any restrictions on access to or availability of the Services.
- vii. Shall not engage in activity that is harmful to Company, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent content, communicating hate speech, or advocating violence against others).
- viii. Shall not infringe upon the rights of others (e.g., unauthorized sharing of copyrighted material).

If Customer violates these Terms, Company may immediately suspend providing Services to Customer.

If Customer violates the above rules Company may choose to suspend the Service or terminate the Agreement without notice, without court intervention or any other additional diligence.

10.2 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

- 10.3 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. By signing the Order Form, the Customer understands and agrees Company may transfer and assign any of its rights and obligations under this Agreement and that Services, in part or in whole, may be provided by the directly or indirectly- through various subcontractors, without the last case affecting the Company's liability towards the Customer.
- 10.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- 10.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed by the system, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 10.6 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 10.7 Company may change these Terms at any time and Customer may access the relevant link in the Order Form to the then current version. Using the Services after the changes become effective means Customer agrees to the new terms. If Customer does not agree to the new terms, it must stop using the Services and has the right to terminate the Agreement according to termination clauses.