

DESCRIPTION OF SERVICES

1. Definitions

All terms in the Agreement shall have the same meaning when used as defined therein.

“**Active Digital ID**” means the pool of active Digital IDs of Users across all Engagement Channels, and that can be reached and engaged through Company Platform and Services.

“**Billing period**” means a calendar month, unless otherwise specifically agreed in writing by the parties.

“**CAPI**” means Customer Application Programming Interface, a set of routines, protocols, and tools for building the software and applications at Customer end, and necessary to integrate with Company Platform and Services. Documentation for the CAPI is provided by the Company at <https://api.fastforward.ai/>.

“**Company Platform**” or “**Platform**” means Company’s U.S. patent-pending cloud software system for parsing a command or a natural language communication from a user and automatically generating a response using knowledge libraries, an artificial intelligence engine, and data retrieved from one or more servers.

“**Commercial Launch Date**” means the first date on which the Company Services are made available to Users, the first agreed functions become available to users or go live for any part of the MVP Plan.

“**Digital ID**” means is a unique account identification of a social media user, and unique for each social media Engagement Channel. Digital ID is a string of digits, characters or both and cannot be tracked to personal data of a social media account user.

“**Engagement Channel**” means a social channel, social media app or social messaging app or other Internet service (e.g. Google) that can be integrated with Company platform and act as delivery channel to Company’s capabilities and services.

“**FastForwardNXT™**” means Company’s Platform capability, software and service for connecting Customer and third-party systems, and automatically generating a response to end-users or perform an end-user required operation inside Engagement Channels using Company’s technology such as knowledge libraries, an artificial intelligence engine, and data retrieved from one or more servers.

“**FastCampaign™**” means Company Platform capabilities to integrate social mobile ad inventories and ad platforms with Company Platform and FastForward NXT™ Service and to retain Digital ID of Users inside Company Engagement Channels for later re-marketing.

“**Integration**” (**Integration Layer**) means end-to-end integration of FastForward.ai Platform, FastForward.ai NXT™ Service and CAPI with Customer systems including architectural design, development, testing and production deployment.

“**MAU**” means Monthly Active User, a Unique Active User who made at least one successful service request or operation fulfilled by Company Platform during the period of one calendar month.

“**MAU Engagement Fee**” means monthly Platform fee to enable engagement and service capacity for one Unique Active User who made at least one successful service request or operation fulfilled by Company Platform during the period of one calendar month.

“**Marketing Campaign Plan**” means 6-month rolling commitment, mutually agreed between Company and Customer to design, implement, launch and manage Company Services available to any mobile users of the Territory.

“**MSISDN**” means Mobile Station International Subscriber Directory Number as defined by the International Telecommunication Standard Sector recommendation E.164 numbering plan.

“**Operational Delivery Certificate**” means the certificate issued by Company and that confirms the delivery of Company services according to agreed Services Order Form if the case may be.

“**Reporting and Analytics**” means Platform’s ability to enable Services reporting, discovery, and interpretation of meaningful patterns in Services usage and User data.

“**Services**” means Company’s Platform capabilities and services including but not restricted to current and planned FastForward.ai services such as FastForwardNXT™, FastCampaign™.

“**Support Hours**” means FastForward.ai Service Desk, available via electronic channels on weekdays during the hours of 9:00 am through 5:00 pm CET time, with the exclusion of Federal and/or National Holidays.

“**Transaction**” means a service request or operation made by User in any Engagement Channel, using any Company Service and fulfilled by Company Platform.

“**Territory**” means the country and territory of the countries where CUSTOMER operates mentioned in the Services Order Form

“**User**” means any mobile user who uses Engagement Channels to access Company Services and to initiate a request or operation that requires fulfilment using the Company Platform.

“Unique Active Users” means unique mobile users who made at least one successful service request or operation fulfilled by Company Platform during the reporting period.

“Services Order Form” means a service order request submitted on the format provided by the Company and signed by Customer that includes the type and details of the specific Services ordered by Customer and agreed in writing by Company (also called Order Form or Order)

1. Terms and Conditions

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 as set forth in section 3, subject to Customer fulfilling its obligations pursuant to Section 4.

Services offered in the Territory only and if undertaken by the Order Form to be provided by Company.

3. Services Description 3.1. “FastForward.ai NXT™ Engagement”

3.1.1 “Commerce” consisting of:

FastForward.ai NXT™ Engagement is a Company Platform Service featuring the ability to connect Customer systems with Engagement Channels and automatically generate responses to end-user inquiries related to Customer account-related services such as: account authentication and creation, account information or account usage.

3.1.2 “Account Management”

Training of Customer Care, Marketing and Sales Channels, including delivery, support and updates as new functionalities, services and channels become available.

3.1.3 “Reporting and Analytics” consisting of:

Service and User analytics through Company dashboard including but not restricted to: number of Monthly Active Users, Daily Active Users, Average number of requests per User, top User intents. For all Service performance, Analytics and Invoicing purposes, the Company reporting systems and numbers will be used.

Digital Marketing analytics such as campaign analytics such as reach, impressions, unique click links, daily amount spent, cost per result. Reports available online and data refreshed daily, as per campaigns rolled-out in period.

The company will provide Customer with real-time data feed featuring service statistics available via application programming interface API.

The company will provide online Analytics dashboard available for Service and User analytics as well as Digital Marketing analytics if the case may be.

Company and Customer will use commercially and technically reasonable efforts to ensure system compatibility and functional service interoperability between the systems used by Company and the systems used by Customer to ensure that the Services, including customer reporting and data associated with these services, are implemented.

3.1.4 “Commercial Operations, Branding” consisting of:

Branding and iconography services to ensure Customer brand identity is embedded into Company Services, covering branding and iconography services needed for commercial launch using agreed Engagement Channels.

Branding of Company Services available to Users will be the Customer brand or choice of Customer brand extension, as agreed with Customer.

Branding, service iconography designed according to Customer guidelines for all Company services offered in the Territory.

Service tone of voice for FastForward.ai NXT™ Service, designed according to Customer guidelines.

Additional changes in branding, volume of service iconography required to deliver Services to Customer may trigger additional commercial conditions. Company reserves the right to propose new branding, service iconography charges, to be agreed with Customer. Company may offer on-going free of charge support for production of unique Service identity elements that will be used by Customer to promote, market and advertise the Company’s Services according to the agreed Marketing Campaign Plan.

3.1.5 “Cloud Operations Services”

Platform operational to cover FastForward.ai Platform and Services as cloud hosting, capacity, third-party service integration and end-to-end maintenance operations.

Fastforward.ai cloud operations for Company integration that delivers Company Services. Cloud operations including cloud hosting, operations and maintenance services offered to Customer using Amazon Web Services – AWS available commercial services or a compatible commercial cloud service that will allow to continuously develop and synchronize new software updates of FastForward.ai Platform and Services, while available to integrate and fit with necessary Customer resources and systems.

Additional changes in third-party cloud service performance and or capacity required to deliver Services to Customer may trigger additional commercial conditions. Company reserves the right to propose new Service Capacity charges, to be agreed with Customer.

3.1.6 Fair usage, Service Capacity and Service Capacity Levels as per Order Form

Usage beyond Fair usage limit, additional changes in cloud capacity and/or performance required to deliver Services to Customer may require additional costs to be paid by the Customer, Company fees and charges shall be mutually agreed between the Parties sufficiently in advance of such charges becoming applicable and costs incurred by Company with third parties shall be passed on to Customer.

3.2. “Engagement Channels” consisting of:

A Company Platform Service enabling the ability to seamlessly integrate one or more Company Services and deliver them inside Facebook Messenger, WhatsApp and/or other channels and across compatible related services . inside the Engagement Channels, provided they allow and support integration with Company Platform and Services such as FastForward.ai NXTM or FastCampaignTM and offering end-user experience. ,In the Order, one or more Engagement Channels can be agreed by the Parties and pursuant to the channels capability to allow technical integration, documentation and support with third party developers and allowing the Company to integrate its Platform with such channels to deliver the Company Services, Company will use commercially and technically reasonable efforts to provide Customer the Services in the Engagement Channels agreed.

Some Engagement Channels might allow integration only subject to specific terms and conditions like Parties contracting with an entity authorized by the operator of such Engagement Channel (for example WhatsApp), in which case Parties agree to negotiate in good faith a separate agreement together with the operator of the Engagement Channel to allow integration with such a channel. In this situation the obligations of the Company related to that specific Engagement Channel shall be born only subject the Parties signing the relevant agreements with the channel operator.

3.3. “Integration and Set Up” consisting of:

Integration between existing Customer APIs and the Company Platform includes:

- Design blueprint architecture to fit available Customer resources and systems;
- Maintain and develop integration to support jointly Company – Customer agreed functionalities and experiences ;
- Continuously develop and synchronize integration with FastForward.ai Platform and Services.

Fastforward.ai cloud operations for Company integration that delivers Company Services - Cloud integration between Customer APIs and the Company Platform including cloud design blueprint architecture to fit available Customer resources and systems and that will allow to continuously develop and synchronize new software updates of FastForward.ai Platform and Services.

The integration of Company Platform with Customer systems and resources required is subject to fulfillment by Customer of the terms and conditions in section 4

Set-up to cover end-to-end service architecture, design, integration and testing, and including:

- Integration with Customer systems and third-party systems as appropriate to deliver the scope of jointly agreed functionalities and experiences
- Additional integration with CUSTOMER My Account | CUSTOMER My App backend systems to deliver the scope of jointly agreed functionalities.
- Delivery of Integration of FastForward.ai NXTM platform and Customer’s systems including architectural design, development, testing and production deployment.

The Integration, Set-Up and all related Services are deemed fully executed/provided and automatically accepted without objections upon the commercial service launch (Commercial Launch Date) unless expressly accepted earlier.

Company shall prepare a minimum viable product plan (MVP Plan) within the agreed period from the Effective Date with the Customer’s support. The MVP Plan shall be agreed by parties within maximum one week after

presented by Company to Customer. Starting implementation of any part of MVP Plan shall be deemed as acceptance of such plan. Upon Commercial Launch, completion of Services is deemed as achieved, Company may issue an Operational Delivery Certificate - a launch certificate - within maximum 5 days for administrative purposes (the lack of a written acceptance/certificate of acceptance shall not dismiss or delay the payment obligation).

Solution scalable to any additional Platform Services agreed to be delivered to Customer, within fair usage levels and Service Capacity levels.

3.4. “Value-Added Services” consisting of:

Additional Company Platform Services that can improve Users experience inside Engagement Channels. Value-added services feature the ability to enable purchases, additional third-party partner services or any existing Customer functionalities with the aim to increase Users engagement and experience. Additional set-up, design, testing and integration of payments capability to support purchase of Customer services inside Company Engagement Channels.

Company and Customer mutually agree the right of Company to offer third-party services to Customer Users, with an objective to increase Customer business performance indicators including but not restricted to: user engagement and average spend with Customer services, reduce churn and increase Net Promoter Score. Upon availability of FastForward.ai any such services, Company and Customer will mutually agree revenue sharing-based and/or additional Commercial Terms and Conditions that will govern the creation, marketing and management of FastForward.ai Value-added services based on FastForward.ai Platform

FastForward.ai FastLoyalty™ customer loyalty management functionality will use end-user Analytics covering Company services FastForward NXT™, FastCampaign™ and Customer analytics data sources to jointly create and target end-users with tailored loyalty programme and rewards.

3.5. Consulting and Operational expenses

Company will provide reasonable consulting, guidance and support to Customer to successfully integrate, market and grow engagement of Company Services launched by Customer in the Territory, according to Company resources and as agreed between Customer and Company.

Customer will be responsible for all travel expenses, including economy airfare and accommodation incurred by the Company members directly involved into launch and / or maintenance of the Services contracted by the Company and that have to be present in the Territory, as agreed & pre-approved with the Customer.

3.6. “FastCampaign™ and Campaign Management Services” - applicable for the Campaign and Advertising Services only:

Company Platform Service featuring integration of social mobile ad inventories and ad platforms with FastForward NXT™ and Company Platform for seamless experience across social mobile ads and Company Services.

Digital ID marketing | re-marketing, Company Platform capability to retain the Digital ID of a social media User inside Company Engagement Channels and to reach a pool of retained Digital IDs through Platform re-marketing.

Campaign management and marketing operations: campaign design, management and end-to-end analytics.

Marketing Campaign Plan: marketing plan that will cover the end-user communications using Company Services including but not restricted to FastForward.ai NXT™, FastCampaign™ and as follows:

- Customer Campaigns: commercial campaigns aimed at more than one end-user and featuring Customer services, assets, promotions or offers.
- Company Campaigns: commercial campaigns featuring improved functionalities of Company Services including but not restricted to FastForward.ai NXT™ or FastCampaign™.
- Personal Campaigns: tailored campaigns aimed at one particular end-user and featuring a Customer offer or third-party digital assets.

Frequency of Campaigns:

- Up to two Customer Campaigns will be scheduled in any given calendar month period.

Up to two Company Campaigns will be scheduled in any given calendar month period.

- Frequency of Personal Campaigns is not limited in any given calendar month.

Customer contact guidelines:

Marketing Campaign Plan Campaigns will include agreed Customer, Company and Personal Campaigns in any given calendar month period.

No other additional end-user messaging will be permitted during a given calendar month period except service messaging necessary to operate and/or restore service and notifications associated with it.

Within 30 days of the execution of current Agreement, Company and Customer will agree the form and contents of the Marketing Campaign Plan.

FastForward.ai Digital Marketing Terms and Conditions and FastForward.ai Standard Advertising Service Terms apply.

4.Customer shall provide the necessary assets, support and resources, and shall comply with “**Customer Obligations**” consisting of:

- Co-operate with the Company in all matters relating to the Services
- Provide access to company APIs, premises, data, resources, technology systems and provide all necessary commercial, technical and operational support to integration, facilitate the launch and maintenance of Company Services in the Territory.
- Provide and maintain documentation and all information related to Customer technology systems that are required for performance of Company Services, including and not restricted to interfaces to Customer apps and backend systems that enable jointly agreed functionalities and User experience.
- Provide such information as the Company may reasonably request, in order to carry out the Services in a timely manner
- Make all commercial and technical efforts to integrate the Company Services according to specifications provided, according to jointly agreed technical solution design and within the timelines provided by agreed project plan.
- Maintain availability of systems required to process CAPI requests to the Company, under conditions as defined in Service Level Terms.
- Cover the costs of marketing communication roll-out plans, as further detailed above if Parties agree on marketing campaign plan and/or advertising services
- Provide technical and operational support to resolve any incidents that impact the functionality and user experience of Company Services, according to jointly agreed incident management process.
- Provide commercial and operational support to agree methodology, implement and track the set of indicators and metrics as agreed with the Company.
- Make all reasonable financial-commercial, technical and operational efforts to execute the 6-month rolling Marketing Campaign Plan during Initial Term.
- Customer may be required to sign up a number of paid user licenses in order to perform the planned roll out activities, including but not limited to the acceptance tests
- Pay all amounts to the Company as set forth under the Agreement
- Customer hereby agrees to indemnify, defend and hold harmless 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 any third parties’ rights into the resources, applications, software and/or systems used by the Company in relation to this Agreement, especially the ones for which the Company develops integration services.

Customer understands and agrees that 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.