MASTER SERVICE AGREEMENT

This Master Service Agreement (**the "Agreement"**) is made on this _____, 2023 and effective from the _____, 2023 (**"Effective Date"**) by and between

LEENA AI INC ("LEENA AI", "Service Provider") incorporated under the laws of Delaware, having its registered office at 1013 Centre Road, Suite 403-B, Wilmington, New Castle, Delaware, U.S. 19805 (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its holding, subsidiary, or associate companies and assigns) of the First Part and

_____ ("**Subscriber**", a "**Customer**") incorporated under the provisions of the _____, having its registered office at _____.

Each of the parties hereto is referred to individually as "**Party**" and collectively as "**Parties**".

RECITALS

A. LEENA AI has developed and owns proprietary computer applications called 'Leena AI', a technology-driven platform that enables user a platform for purposes of HR Services Delivery.

B. LEENA AI has adequate technical, strategic, managerial, and other resources, experience, supervisory abilities, and infrastructure to provide complete services through its proprietary automated bot technology to the Subscriber and its Affiliates.

C. The Subscriber is an _____ [description, industry / nature of business] desires to subscribe to Leena AI applications and related services and Leena AI desires to allow the same, each in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set for the below, the receipt and sufficiency of which each Party hereby acknowledges, each Party agrees as follows.

AGREEMENT

1. DEFINITIONS

1.1. "**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2. "**Agreement**" means this Agreement and any Service Orders entered into with Leena AI.

1.3. "App" means Leena AI technology (https://leena.ai/ and its related services) and includes without limitation Leena AI, and may include without limitation computer code, software libraries, software tools, sample, published specifications and Documentation. App shall include any future, updated or otherwise modified version(s) of including but not limited to Leena AI Engage thereof made available by Leena AI (in its sole discretion) to Subscriber.

1.4. "Authorized User" means Subscriber's employee, Subscriber Affiliate's employee, or a Permitted Third Party's employee for whom Subscriber create a unique username and password under Subscriber account to access Leena AI services.

1.5. "**Client Software**" means software components to be installed on Subscriber, Subscriber's Affiliates', or Subscriber's Authorized Users' computer systems or devices, including but not limited to Leena AI.

1.6. "**Documentation**" means Leena AI user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.7. "**Permitted Third Party**" means an entity under contract with Subscriber or Subscriber Affiliates who needs to access the Service to perform its obligations to Subscriber or Subscriber Affiliates and who is not a competitor to Leena AI, providing similar services.

1.8. "**Professional Services**" means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.9. "**Service**" means the service identified in the Service Order, as Leena AI may modify the service from time to time at our discretion, which might include without limitation our making available to Subscriber remote access to the App.

1.10. "**Service Order**" means an ordering document or a document in the form of attachment i.e. Annexure 1(A) entered into between Subscriber and Leena AI specifying the Services to be provided thereunder, including any addenda and supplements thereto. By an Affiliate's entering into a Service Order under this Agreement, such Affiliate agrees to be bound by the terms of this Agreement as if it is an original Party to the Agreement. In case of a conflict between any term of a Service Order and this Agreement, the term of the Service Order takes
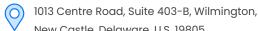
precedence over the terms in this Agreement.

1.11. **"Subscriber"** means the customer named on the Service Order, the person indicating acceptance of this Agreement, or if the person indicating acceptance of this Agreement is acting on behalf of a Subscriber or other legal entity, such Subscriber or legal entity.

1.12. "**Subscriber Data**" means any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of Subscriber and Subscriber's Affiliates in accordance with this Agreement.

1.13. "**Subscription Fees**" means the fees for the Service specified under Annexure 1 (C) of the Agreement.

1.14. "**Technical Support Services**" means our then-current technical support services offering, as described at https://leena.ai/contact-us.

1.15. "**KYC Form**" means 'Know Your Customer' form which refers to the process of identity and addresses verification of the Subscriber as specifically described in Annexure 1 (E) of this Agreement.

1.16. "**Service Level Agreement**" means the standards of Services as described in Annexure 1(B) of this Agreement.

1.17. "**DPA**" means the Data Processing Agreement hereby annexed as Annexure D to this Agreement.

1.18. "**Transactions**" means the APIs are in a consumable format and that the Leena AI virtual Assistant will assist the Subscriber in automating top _____ transaction requests over chat by integrating with _____ systems. For example:
    - Reset Password.
    - View pay slip.
    - View Leave Balance.
    - Edit personal Information.
    - Leave Application.
    - Search for colleagues through the Employee directory.

1.19. "**One Transaction**" means automating one workflow needing one API integration.

2. USE OF THE SERVICE

2.1. Use of the Service. Subject to the terms and conditions of this Agreement, Leena AI grant to Subscriber that execute a Service Order a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement for

Subscriber Authorized Users to use the Service solely in connection with Subscriber internal business operations. Subscriber's right to use the Service are subject to any limitations on the use of the Service based on the updated version of the Service (*e.g.*, applicable usage limits) on the agreement execution date (collectively, the "**Scope Limitations**") and Subscriber's rights to use the Service are contingent upon Subscriber compliance with the Scope Limitations and this Agreement.

Subscriber is solely responsible for its own conduct (including by and between all Authorized Users), the content of Subscriber Data, and all communications with others while using the Service.

2.2. <u>Use of the Documentation</u>. Subject to the terms and conditions of this Agreement, Leena AI grant to Subscriber a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement for Subscriber Authorized Users to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with the use of the Service in accordance with this Agreement.

2.3. <u>Use Restrictions</u>. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber *will not*, and will *not permit or authorize Subscriber Affiliates or third parties to*: (a) allow anyone other than an Authorized User to access or use the Service; (b) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (c) reproduce, distribute, alter, adapt, modify, sell, resell or exploit the App or any portion thereof; (d) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the App; (e) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any internal data files generated by the App except as required by law; (f) sublicense access to or use of the App or use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (g) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (i) use the Service to harm, threaten, or harass another person or organization; (j) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system; (k) alter, obscure or remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software or any copies thereof. Subscriber will be directly and fully responsible to us for their conduct and any breach of this Agreement by them   (l) The Subscriber agrees and confirms that under the arrangement with Leena AI, Subscriber would be able to customize the name and the theme of the bot. However, such customization shall not include the addition of functionality or the incorporation of new software unless mutually agreed by Leena AI. The Subscriber agrees and confirms to keep "Powered by Leena AI" logo at the footer of the bot mandatorily while using the Services.

2.4. <u>Regulatory Guidelines</u>. Subscriber shall not violate (intentionally or unintentionally) any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy or security.

2.5. <u>Authorized Users Only</u>. Subscriber acknowledges and agree that only Authorized Users may access or use the Services, and only up to the number of Authorized Users specified in the Service Order. An Authorized User Account must not be shared among other non-specified users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order.

2.6. <u>Internal Communication.</u> In order to maintain optimum product usage, the Leena AI may communicate information relevant to the Services among the various levels and functions of the Subscriber's organizations including without limitation to any modifications, updates, customizations, or otherwise as required via system generated messages within the approved channels which could include: email, text messages, or other systems i.e. WhatsApp, Slack MS Teams, etc., provided that, Subscriber and it's Authorized Users to accept and comply with all terms and conditions, relating to the use of such service as reasonably required for such communication with Subscriber or its Authorized Users as set forth in this agreement.

2.7. <u>Reservation of Rights</u>. Leena AI retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Subscribers' rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement.

2.8. <u>Service Availability</u>. Leena AI perform and maintain regular database backups according to the retention policy appropriate for the particular system. Leena AI have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. In the event of an unplanned Service interruption, Subscriber may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from Subscriber and third-party data providers. Subscriber are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

2.9. The Subscriber agrees and confirms that if the Subscriber policy translations are to be done by Leena AI, then Leena AI shall charge the Subscriber an additional $100 per policy per language.

2.10. The Parties mutually agree and confirm that any cost in relation to the API of the 3rd Party applications like ADP and others required to build the integration with Leena AI shall be borne by the Subscriber and not by Leena AI.

3. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES

3.1. <u>Professional Services</u>. Subscriber may contract with Leena AI to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order.

3.2. <u>Changes to Professional Services</u>. Subscriber may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If Subscriber requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then Leena AI will

deliver to Subscriber a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If Subscriber approves the proposal, then the Parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and Leena AI will have no obligation with respect to the relevant change requests.

3.3. <u>Technical Support Services</u>. Leena AI will provide Subscriber with the applicable Technical Support Services for the version of the Service to which Subscriber are subscribed so long as Subscriber are current in payment of the Subscription Fees (if applicable).

3.4. <u>Subscriber Responsibilities</u>. Subscriber will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Professional Services and Technical Support Services. Subscriber acknowledges that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if Subscriber do not meet Subscriber responsibilities as set forth above.

4. FEES AND PAYMENT

4.1. In consideration of the Services to be provided by Service Provider, Subscriber shall pay to the Service Provider such Service Fees and charges as described in Annexure 1 (C) below. The payment of fees and charges shall be subject to applicable taxes. Unless expressly provided in the respective Schedule(s) and/or Work Order(s), the payment of Service Fees shall be made on annual basis at the start of the subscription term and payment shall be due within Thirty (30) days of receipt of invoice from the Service Provider.

4.2. After the initial subscription term, Subscription Fees will be invoiced annually at the then-current rate for the Service or as otherwise specified in a Service Order, at least 30 days in advance of the start of each renewal period. Fees for additional Service quantities and Professional Services will be invoiced at the time of order unless otherwise agreed in writing by the Parties. The charges in an invoice will be considered accepted by Subscriber unless Leena AI is notified of a good faith for any dispute in writing within 7 days of the date of the invoice.

4.3. The Subscriber acknowledges and confirms that if the Subscriber becomes non-communicative at any point, and in so doing prevents Leena AI from completing the scope in the contract and becomes the cause of a project being on hold for over 30 days, a payment of $10,000 will be required to re-initiate the project.

4.4. The Subscriber also acknowledges and confirms that any delay or non-responsiveness by Client will affect the completion of the Services and in the event the Subscriber does not provide Leena AI with all requested clarifications, other support and information needed (such as third party APIs) to complete the project within _____ days (Case Management, KM - 90 days & Case Management KM, Transactions - 120 Days) of signing this Agreement, the Subscriber agrees that Leena AI shall not be responsible for such undelivered scope. Also, the Subscriber shall pay by the hour to Leena AI at Leena AI's standard rates (or rates as mentioned in Annexure _____) for all such undelivered scope.

5. TERM OF AGREEMENT AND TERMINATION

5.1. The term of this Agreement commences on the effective date specified above and continues for a period of 03 years which shall be a complete lock in period for both the Parties wherein this Agreement shall be non cancellable and non refundable. After the initial term of 03 years, the term of the contract shall be renewed for further more years with mutual consent by both parties in writing by way of execution of an addendum or a supplemental agreement. Contract renewals / extensions are subject to mutually agreed terms.

5.2. Either Party may terminate this Agreement on account of material breach only i.e breach of IPR and Confidential Data) by the other party if the other party does not cure its material breach of this Agreement within thirty (30) days of receiving written notice of the material breach from the non-breaching Party. The Subscriber also agrees and confirms that if the Subscriber terminates this Agreement due to material breach during the term of the Agreement, it shall be liable for payment to Leena AI for the complete tenure of 03 years of this Agreement for non usage and/or for the unexpired term of the subscription term by the Subscriber.

5.3. Upon the termination of this Agreement due to material breach: (i) LEENA AI shall forthwith stop providing Services; (ii) LEENA AI must immediately surrender or return to the Subscriber (without retaining any copies or extracts thereof) any of the Subscriber property which is in its control or possession or destroy the same, as instructed by the Subscriber and issue a certificate to that effect to the Subscriber.

6. SCOPE OF WORK/SERVICES

6.1. The Scope of Work is detailed in Annexure 1(A) of this Agreement.

7. DUTIES AND OBLIGATIONS OF PARTIES

7.1 LEENA AI's Obligations:

a) In providing the Services as referred to in Annexure 1(A) herein, LEENA AI will: (i) exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the field of customer support; (ii) provide the Services in a timely manner in accordance with the instructions of the Subscriber and terms hereof; (iii) fulfill such incidental duties and responsibilities in connection with the Services; (iv) devote the required resources, time and attention necessary to satisfactorily provide the Services; and (v) not knowingly do any act or thing which may injure or tend to injure or adversely affect the reputation of the Subscriber and its business.

b) LEENA AI undertakes to resolve all the technical issues within the assigned scope in the stipulated timelines contained in the Service Level Agreement (SLA), which may arise in providing the services.

c) LEENA AI hereby represents that it shall endeavor to provide the services as detailed in this Agreement diligently and in the best possible manner.

7.2 SUBSCRIBER's Obligations:

Subject to the provision of the agreement Subscriber shall not violate intentionally or unintentionally any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy, or security.

8. COVENANTS, REPRESENTATIONS AND WARRANTIES:

8.1. Each Party represents and warrants to the other Party that:

i. it is an entity duly constituted and legally existing under its relevant country law;

ii. it holds necessary licenses, approvals, and consents as may be required for the conduct of its business, and such licenses, approvals, and consents are valid and subsisting.

iii. it has, in terms of applicable law and its constitution documents, capacity to enter into and perform this Agreement and it has taken all actions required for its entering into this Agreement; and

iv. Neither execution nor performance of this Agreement will violate any applicable law or conflict with or result in the breach or constitute a default or require any consent under any decree, order, judgment, indenture, or Agreement.

8.2. LEENA AI hereby represents and warrants that it is the absolute owner of its trademarks, trade names, copyright, logos, trade secrets, proprietary information and knowledge, technology, databases, copyrights (if any), licenses and, franchisees and formulas.

8.3. The use of the Intellectual Properties by the Subscriber for the purpose and in accordance with this Agreement does not and will not infringe and/or breach or affect the Intellectual Properties rights of the owner of the Intellectual Properties.

9. CONFIDENTIAL INFORMATION

9.1. **"Confidential Information"** means any and all technical and non-technical information, including trade secrets, know-how, and proprietary information, firmware, designs, schematics, techniques, plans, financial information, passwords, and security procedures, all information relating in any way to the Subscriber employees, customer or supplier, pricing, policies, practices and procedures, and information regarding present or future products, sales, employees, investors or affiliates, parents or subsidiaries that is disclosed orally or in writing by

a party for the purposes of performing under this Agreement, including information provided by the Subscriber for purpose of services provided under this Agreement (all of the foregoing collectively referred to as "Confidential Information"). Confidential Information does not include information to the extent that such information is: (1) made public by one party (the "Disclosure") that provided it to the other party hereto (the Recipient") (2) generally available to the public other than by a breach of this Agreement by Recipient, its employees, agents or contractors, (3) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence, and/or (4) independently developed by the Recipient without use of the Confidential Information of the Disclosure. The burden of proof that Confidential Information falls into any one of the above exemptions will be borne by the party claiming such exemptions.

9.2.   During the performance of this Agreement, the parties may disclose Confidential Information to each other or otherwise obtain such information from each other. In the event one party ("Discloser") discloses Confidential Information to the other party ("Recipient"), or Recipient otherwise obtains the Discloser's Confidential Information, the Recipient shall treat such Confidential Information as confidential and shall use the same degree of care as it employs in the protection of its own Confidential Information, which shall not be less than a reasonable degree of care. The Recipient will use the Discloser's Confidential Information only in connection with this Agreement and shall disclose such Confidential Information only to its employees, agents or third party service providers having a need to know, provided such employees, agents and third party service providers are bound by confidentiality obligations no less stringent than those set forth herein. Recipient agrees that it will be responsible for any breach of this section by its employees, agents or third-party suppliers or service providers and Recipient agrees, at its own expense, to take all reasonable measures to restrain its employees, agents or third party suppliers or service providers from unauthorized disclosure or use of Confidential Information.

9.3.   If the Recipient is the subject of a court or government agency order, to disclose Discloser's Confidential Information, the Recipient shall promptly notify the Disclosure to allow Disclosure to contest such order. The obligation to protect the Subscriber's Confidential Information more specifically shall survive in perpetuity from the side of LEENA AI. Without limiting the generality of this Section, the Subscriber acknowledges that the Services, Software and Materials contain confidential and proprietary information of LEENA AI and agrees to maintain the security and confidentiality of the Software and Materials and to refrain from disclosing the Services, Software, and Materials to any party other than Authorized or permitted Users or Service Provider of the Subscriber required to use the same.

9.4.   This clause shall survive termination or expiry of this Agreement.

10. DATA SECURITY

10.1 <u>Data Security</u>. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from Subscriber's use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure and will work together in good faith to take the steps reasonably necessary to prevent any future recurrence and to comply with applicable data breach notification law.

10.2 <u>Data Transmission</u>. The Parties mutually agree and confirm that the Subscriber Data would be transferred from _____ territory to the _____ territory. Leena AI will never transmit any data received from the Subscriber (including, without limitation, Confidential Information, Sensitive Personal Information, and Subscriber Data) outside of _____(Please select the region: India, USA, Ireland, UAE) territory without the consent of the Subscriber. Subscriber acknowledge that the use of the Service involves the transmission of Subscriber Data and other communications over the internet and other networks and that such transmissions could potentially be accessed by unauthorized parties. Subscriber must protect Subscriber's Authorized User login names and passwords from access or use by unauthorized parties and are solely responsible for any failure to do so. Subscriber must promptly notify Leena AI of any suspected security breach. The Subscriber agrees and confirms that the above provisions are for the Leena AI's shared data centers and in case the Subscriber wants an exclusive dedicated data center and/or a private cloud, those services would come at an additional cost. Likewise, the Subscriber agrees and confirms that any customizations required for data backup and retention, the same would come at an additional cost.

10.3 <u>Subscriber Data</u>. Subscriber Data is Subscriber's property. Subscriber grant us a non-exclusive, royalty-free license within the _____(India, USA, Ireland, UAE territory) to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform, solely for you, the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from Subscriber's use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with the Subscriber or any individual person.

11. <u>INDEMNITY</u>

11.1. LEENA AI shall indemnify and hold harmless the Subscriber its directors, officers, agents,

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Support@leena.ai
www.leena.ai
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employees and Affiliates against and in respect of any and all damages, losses, liabilities, claims and expenses (including reasonable attorney fee) caused by (a) any failure of LEENA AI to comply with or perform any or all of its obligations under this Agreement, (b) breach of Agreement and/or inaccuracy in any representation, warranty or statement made by LEENA AI under this Agreement, (c) any acts or omissions of LEENA AI or to the extent the claim is made or brought by or on behalf of a third Party pertaining to Services rendered herein (d) any breach of Intellectual Property rights of third Party. The aforesaid clause shall survive the termination of this Agreement.

11.2. Subject to the provision of the agreement Subscriber shall not violate intentionally or unintentionally any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy or security.

11.3. Subscriber will defend Leena AI from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by Subscriber, Subscriber Affiliates, or Permitted Third Parties that is not in accordance with the terms of this Agreement; and (b) the Subscriber Data or other materials or information provided by Subscriber or on Subscriber behalf under this Agreement.

12. **DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement will be subject to and governed by the laws of the U.S and the courts at Delaware shall have exclusive jurisdiction to determine any disputes arising out of, under, or in relation, to the provisions of this Agreement.

13. **ASSIGNMENT**

This Agreement along with its Annexures constitute as a complete Agreement and is to be read at all times as one Agreement, the performance of the obligations hereunder is personal to the Parties herein. Either Party shall not assign its rights or obligations under this Agreement without the prior written consent of the other Party.

14. **LIMITATION OF LIABILITY**

14.1. Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR

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EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

14.2 _Cap on Liability_. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT THE SUBSCRIBER'S OBLIGATION TO PAY ANY FEES UNDER THIS AGREEMENT OR ANY SERVICE ORDER, OR WILL NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER'S INTELLECTUAL PROPERTY RIGHTS.

15. AMENDMENTS

This Agreement can be modified, supplemented, or amended only by a written agreement executed by both Parties.

16. WAIVER

Failure of either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

17. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

18. FORCE MAJEURE

Neither Party will be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any Force Majeure Event or other cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance. For purposes of this Agreement, "**Force Majeure Event**" means an act of God, war (whether or not actually declared), armed conflict or the serious threat of the same, hostility, blockade, military embargo, sabotage, insurrection, rebellion, act of a public enemy, riot or other act of civil disobedience, governmental act, judicial action, explosion, act of terrorism or threat thereof (including cyberterrorism), natural disaster (including without limitation asteroid strikes or volcanic activity), violent storm (including without limitation hurricanes, tornados or blizzards), atmospheric disturbance (including without limitation geomagnetic storm, solar flare or sun outage with respect to electricity grids, transformers and satellite transmissions), destruction by lightning, fire, earthquake, tsunami, flood, plague, epidemic, pan-epidemic, quarantine, civil commotion, strike or lockout or labor dispute (excluding for the avoidance of doubt strikes of Leena AI's staff), satellite malfunction, prolonged internet outage, communications line failure or power failure.

19. **RELATIONSHIP**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary, or employment relationship among or between any of the Parties.

20. **PUBLICITY**

Leena AI may only use Subscriber's name, trademarks, service marks as a reference for marketing and promotional purposes on Leena AI's website and in other communications. If the Subscriber do not want to be listed as a reference for the Service, Subscriber may send an email to legal@leena.ai stating that Subscriber do not wish to be identified as a reference.

21. **Non Solicit** - Unless agreed otherwise in writing by the Parties, the Parties shall not employ any personnel, who is currently in the payroll of the other Party at the date of this Agreement and is assigned to any project related to the business relationship during the term of this Agreement, within a period of three (3) years as of termination or expiration of this Agreement and/or after the finalization of any transaction between the Parties within the framework of the business relationship.

22. **ENTIRE AGREEMENT**

This agreement supersedes any prior or contemporaneous written or oral agreements or communications between the parties. It may not be modified except in a writing signed by both parties. No "click-through," "shrink-wrap," "browse-wrap", additional or any other similar terms that have not been specifically negotiated by the parties, whether before, on, or after the date of this agreement will be effective to add to or modify the terms of this agreement, regardless of any party's "acceptance" of those terms by electronic mean

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Agreement effective hereinabove:

Leena AI Inc ("Leena AI")   _____ **("Subscriber")**

Sign: _____   **Sign:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____

ANNEXURE 1(A)
SCOPE OF WORK

(To Leena AI Sales Team: Please select the feature list for the modules in the scope from the table below as agreed with the Subscriber).

KM Feature list

Area	Feature	Description	
1	Dashboard	Kanban View	A view which enables admin and agent to look at all the articles on status wise and see the ones which needs action.
2	Dashboard	Create Article	Agents can create articles from scratch which can be of Policy/Question Book/Form/SOP.
3	Dashboard	Create category/folder	Agents can create category(root folder) and folders within it to place their articles.
4	Dashboard	Upload article	Agents can upload articles in pdf, docx or ppt file formats which can be of Policy/Form/SOP. Agent can upload Question Book article in csv format.
5	Dashboard	Knowledge GPT	Agents can upload articles in KM dashboard and if workLM is enabled for that bot, they need not create FAQs from those articles. The bot user queries will get answered using workLM.

6	Dashboard	Web Articles	Agents can provide any public web url and convert it into a PDF document using KM dashboard.
7	Dashboard	Article Translation	Agents can also translate the english language article into non-english languages such as french, spanish etc based on the allowed languages for the project. The translations are flexible i.e translate only article content, only FAQs or both.
8	Dashboard	Article collaboration	Article owners can invite other users as collaborators so that they can view and provide comments on the content of the article.
9	Dashboard	Version control	Agents can maintain versions for each edit they make to the article so that it is easy for them to refer to. They can also view the previous versions of published articles.
10	Dashboard	Version restore	Agents can restore the previous version of published articles.
11	Dashboard	FAQs	Agents can add and upload FAQs to an article which will be used by virtual assistant to respond to user queries.
12	Dashboard	Generate FAQs	Agents can generate FAQs automatically instead of manually adding for an article created or uploaded.
13	Dashboard	Article Audience	Audience should be assigned to an article and its FAQ based on which it will be shown to the users in virtual assistant.

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14	Dashboard	Article acknowledgement	Agents can enable acknowledgement which will ask users to acknowledge the article when they view it.
15	Dashboard	Notify Users	Agents can schedule notification for each article to talk about updates which will be send to users.
16	Dashboard	PDF Download	Agents can allow/disallow users form downloading the article in pdf.
17	Dashboard	Ask for rating/feedback	Agents can ask users to provide rating and feedback for the article.
18	Dashboard	Approval flow	Agents on creating the article, should send it for review to one of the approver. Approver can review and provide his comments. If all looks good, approver will publish the article. 3 types of approval flows are supported- Single approver, Multiple approvers and Sequential approvers.
19	Dashboard	Smart Answers	Smart Answers added from CM will come to KM, which can be picked by an agent, edited if needed and send for review for publishing. Once published, the same will be used by virtual assistant to respond to user query.
20	Dashboard	Entities	Entity refers to the modifier – fields, data, or text which is used to describe their requirement while the intent of the query is what they really mean. As part of each response for the FAQ added, we should have entity which will help to describe the requirement further. Agents can predefine the entities with its

			synonyms and use it in FAQs.
21	Dashboard	Integrations	Admins can integrate Leena KM with a third party app which has documents, provided Leena confirms feasibility of integration. Once integrated, documents from the integrated app will be pulled and displayed in KM. Today, we have support for Sharepoint. We have further plans to support Confluence and Servicenow.
22	Dashboard	Generate Knowledge Articles	This feature has been customised for one of the client. Leena was able to use existing documents of the client and create new knowledge articles from them using Gen AI. We can also embed new information into knowledge articles using Gen AI. There could be additional commercial implications for this feature
23	Dashboard	General Settings	Admins can control the article level settings from the general settings page like setting bulk expiry date, allowing article owner to directly publish article without review, choosing the type of article approval flow etc
24	Webview	Policies in Webview	Employees can view the organization articles from virtual assistant by going to the Policies option.
25	Webview	Article listing	Employees can view the organization articles from virtual assistant in the same way the agent has placed them i.e, in the same folder structure.
26	Webview	Search for an article	Employees can search for an article from the policies page.

27	Webview	View article	Employees can view an article, acknowledge it and provide rating/feedback. This article view is customisable i.e clients can decide on the article visibility in the policy hub

CM Feature List

Raise Ticket	Option for user to raise ticket if bot fails to address.
Raise ticket on behalf	Option for users to raise tickets on behalf of their colleague.
Raise ticket via email	Users can send an email to a support email id which will create a ticket
My Tickets	Option for users to look at all the tickets raised by them and filter them based on category, status and creation date.
Tickets pending approval	Agents can send a ticket for approval to any of the employees. Users will have the option to look at the tickets pending approval and approve/reject them.
Reopen Ticket	Users can reopen the ticket within x number of days if they are not satisfied with the resolution provided.
Ticket rating	Users can provide ratings(1-lowest, 5-highest) to the closed ticket.
Watchers	Users can add other users to the ticket so that they will have visibility to the ticket raised. Added users can comment on the ticket.
Ticket Suggestions	When a user raises a ticket, while typing the description, Leena suggests the user responses based on the query entered. This will help from getting the query addressed(if bot has a response) without raising a ticket.
Kanban View	A view which enables admin and agents to look at all tickets and see the ones which need action.
Ticket listing	A view which lists down all the tickets in a tabular format with necessary information.

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Ticket view to resolve tickets	A ticket detail view where agents can view everything about a ticket, timeline of ticket events and chat history which led to ticket creation.
Assignee Configuration	Option for admins to set assignee configuration based on category and sub-category, which will be used to assign a ticket automatically when it is created.
User Groups	Option for admins to create user groups which is nothing but a set of agents and define the ticket distribution rule.
Analytics	Case management analytics for admins to keep track of the performance of the agents and team. Also, to understand the ticket trend.
Watchers	Agents can add other users to the ticket so that they will have visibility to the ticket raised in bot. Added users can comment on the ticket.
Smart Answers	Agents can add the response provided to users as part of a ticket as a smart answer if they think the query similar to the ticket is asked by users frequently. Once added as smart answers, bot will be able to respond to the query by itself.

Onboarding Feature List

Feature	Description
Adding candidates to onboard	Ability to add candidates in bulk/single.
Updating candidate details in single/bulk	Ability to update the candidate details in bulk or single.
Ability to trigger forms (non-independent)	Ability to trigger forms which are to be filled by the candidates.
Triggering notifications	Notifications can be triggered for the candidates as a part of flow/journey
Creating tickets	Creating tickets for the tasks related to candidates These tickets can be maintenance (not visible to the end-user), or general tickets, which are visible to the end user.
Creating Flows	The conditional flows can be created which can be on dependent each other
Re-trigger activity	Ability to re-trigger/re-initiate the activities/tasks for the end user

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Re-initiating onboarding	Ability to re-initiate a revoked onboarding
Revoke onboarding	Ability to revoke a particular onboarding
View forms/documents	Ability to view the documents and the submitted forms by the user
Download documents	Documents can be downloaded in bulk for a particular candidate
Reports	Ability for the admin to export configured reports
Request for re-submission of forms/documents	Re-submission requests can be initiated by the admins/agents for particular candidate/employee
Filling details on behalf of candidate	Details can be submitted by admin, on behalf of the candidate
Trigger Actions	Specific actions such as: · HRMS Integrations · BGV Integrations · Offer/Other Letters Can be triggered via Actions

The Customer hereby agrees and confirms that there will be one onboarding flow irrespective of geography / country and if a separate onboarding flow is needed for a geography, then for every geography added, there will be an additional implementation fees of $ XYZ (INTERNAL: Typically it should be minimum ~$5K per geo based on effort needed for Onboarding; It can go higher depending on flow complexity and integrations etc).

Offboarding Feature List

Feature	Description
Adding employees getting relieved	Ability to add employee getting relieved in bulk/single
Updating employee getting relieved details in single/bulk	Ability to update the employee getting relieved details in bulk or single.
Ability to trigger forms (non-independent)	Ability to trigger forms which are to be filled by the employee getting relieved
Triggering notifications	Notifications can be triggered for the employees getting relieved, as a part of flow/journey

Creating tickets	Creating tickets for the tasks related to employees getting relieved. These tickets can be maintenance (not visible to the end-user), or general tickets, which are visible to the end user.
Creating Flows	The conditional flows can be created which can be on dependent each other
Re-trigger activity	Ability to re-trigger/re-initiate the activities/tasks for the end user
Re-initiating off-boarding	Ability to re-initiate a revoked off-boarding
Revoke off-boarding	Ability to revoke a particular off-boarding
View forms/documents	Ability to view the documents and the submitted forms by the user
Download documents	Documents can be downloaded in bulk for a particular candidate
Reports	Ability for the admin to export configured reports
Request for re-submission of forms/documents	Re-submission requests can be initiated by the admins/agents for particular employee
Filling details on behalf of employee	Details can be submitted by admin, on behalf of the employee
Trigger Actions	Specific actions such as: · HRMS Integrations Can be triggered via Actions

Notifications Module Features List

Feature	Description
Ability to create one-time notification	An agent can create a custom one-time notification for a specified time and date via the notification dashboard over Leena AI virtual assistant or employee email
Ability to schedule a one-time notification	An agent can define a future date and time while creating a notification
Ability to create a custom audience	An agent can create a custom audience via: · Searching for a bot user · Choosing from predefined identifiers

	· Manually uploading a list of user
Ability to view notification analytics	An agent can view basic analytics of a sent notification
Ability to add media in the notifications	An agent can send a document, image, video, or audio files
Ability to add external link in a notification	An agent can create action button for external links outside the Leena AI ecosystem
Ability to add VA CTA (Webviews)	An agent can create action button for webviews (like Raise Ticket, Payslip, etc.) in the VA via both email and VA notifications
Ability to create VA only notification	An agent can create a custom one-time notification for a specified time and date via the notification dashboard with a mandatory Subject and Description (up to 350 characters) to an employee's Leena AI virtual assistant.
Ability to create email-only notification	An agent can create a custom one-time notification for a specified time and date via the notification dashboard to an employee's email ID configured/registered in Leena AI ecosystem
Ability to add tags	To identify the nature of the email notifications. **Note** - As of now, this can be done only for email notifications
Ability to schedule/send Urgent notifications	To interrupt the employee's ongoing activities. If unchecked, will deliver the notification silently on the employee's virtual assistant. **Note** - As of now, this can be done only for virtual assistant (VA) notifications
Ability to cancel a scheduled notification	To cancel a scheduled/ongoing notification. **Notes** · For completed notifications, an agent cannot recall the notifications from the dashboard. If critical, it has to be done via backend · For ongoing notifications, cancelling the notification will stop the action for unattempted users. For attempted users, the above pointer will apply · For scheduled notifications, canceling the notification will stop the notification. If required, the agent needs create a new notification or duplicate an existing notification
Ability to schedule notification up to 365 days in advance	An agent can schedule both email and VA notifications for up to 365 days in the future
Ability to send	An agent can create and send notifications to a group / segment of bot

notification to a specific user segment	users
Ability to trigger modules with notifications	Send custom VA flow notifications with Quick Reply Buttons. **Note -** This can be done only via backend for now
Ability to trigger event-based notification	To establish a relationship between a note and action when a specific interaction is completed
Ability to preview the notification content	While creating a notification, an agent can preview basic overlay of the notification
Ability to view notification history	· An agent can view sent, scheduled, and cancelled notifications and also search based on various factors like agent name, text search. · An agent can also filter out list of notifications based on date and notification status · An agent can also sort the notifications based on Created by, Created on, Status, Schedule, Channels, Tags, Type

WorkFlow Builder Feature List

Feature	Description
Create multiple applications	Applications/workflows can be created which are department agnostic
Create multiple forms	Forms are created to capture the details under the workflows/requests
Components handed under the forms	Components can be added as the input fields under the form · Currency · Text · Drop-down · Attachment · Date and Time · Yes/No
Adding Tables	Tables can be added under the form, which creates repetitive fields such as, education details
Creating dynamic drop-down fields	Dynamic list/master table can be created which helps in handling the drop-down values dynamically

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Creating parallel and sequential flow	Parallel Flow: Executing multiple flows in parallel for a request Sequential Flow: Executing steps of the workflow one at a time
Creating approval and input steps	Adding approval and input steps under the workflow. Approval Step/Node: Where the approve/reject action is required from the assignee Input Step/Node: Where the inputs on the form are required from the assignee
Selecting Assignee	Assignee for the step/node can be defined on the level: · User · Audience · Relation (HR/Manager)
Conditional execution of step/node	The conditional execution conditions can be defined for a step/node
Defining permissions on the field	The permissions on the field can be defined: · Read/Write/Hidden permissions on the fields · Defining permissions on fields on the basis of every step
Item level report	Analytics for all the items/requests for a workflow type such as, reimbursement request
Task level report	Viewing task level report and analytics for each workflow type
User Workload Management	Viewing the analytics for the tasks pending on/completed by each user
Ability to take actions by admin	Ability to take actions such as: · Skipping action · Taking action on behalf of user

DMS Feature List

Feature	Description
Store employee documents in a structured format.	Create folders and upload documents to category/folders in a secured way.
Access based on folders (editor and viewer)	Control who can see what

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Filter documents based on different demographics, category, employee etc	To easily find a document based on multiple filter criteria
Employee tab	To view the list of employees
Lock a document	Hide it from others by locking a document
Favorite items	Mark is my favourite for easy access.
Audit trail	Understanding the history behind every doc.
Archive document	Move an item to trash. It will stay in the archive for 30 days and after that the item will be deleted permanently.
Integrate with web client and create DMS webview	Webview for employees to upload documents, view document requests and already uploaded files.
Approval process	Set approval flow for a folder, any document uploaded to this folder will have to go through an approval process before it gets added to DMS, Agents with approver role to the folder will be able to approve or reject a document.
Request a document	HR agents can request for a specific document to one or more employees from the DMS dashboard, this will trigger a notification to the employee on the chat bot.
Expiry workflow	Set an expiry date to the documents while uploading, this can be enabled on a folder level.
Bulk upload (Multiple employees, same category)	Upload multiple files to the same employee or different employees at once.
Bulk download (single folder)	Download multiple files at once.

ERM Feature List

Title	Description
View all employees under the span	Every employee can be uploaded to ERM via bulk upload. An employee can also be searched from the employee page.

Categorize employees into different groups	We can group the employees into different categories based on different criteria like happiness score, departments, tenure etc. **Note** - As of now this can be done only from the backend.
Search/Filter employees	An employee can be easily searched from the overview page, also the employees can be filtered based on employee tags.
View profile details of each employee	Each employee will have a dedicated page with all the employee personal details.
Create notes on each employee	HR can create notes for an employee within the employee page.
Ability to add comments on each note	Comments can be added to the notes, there are no limits to the number of comments that can be added to a note.
Ability to view tickets created by each employee	On the employee page, the tickets created by that respective employee will be listed, clicking on the ticket will navigate to the helpdesk where the HR can get more details on that ticket.
Access to view employees	Access can be provided to HRBPs based on their role so that we can restrict them from seeing employees which they are not supposed to view. **Note** - As of now this can be done only from the backend.
Engage integration	See engagement scores based on selected dashboards on employee ERM to get an overview of the employee engagement and mood scores. Name of the dashboard and the following: · Employee Mood Score · Change in score based on previous survey (to track the change) · Participation Rate (No. of Survey response)
Link to Engage platform from ERM (Linked with above feature)	Ability to navigate to the Engage Platform from ERM so that the user can drill down and understand more about the themes and employee lifecycle.
Tags for notes	To identify the nature of the notes (Positive, Negative, Persona related etc)
Actions	Add actions and assign it to team members so that they can carry out their tasks effectively by monitoring its stages from start to finish with the end goal being the successful completion of your tasks before the due date.
Tags on an employee level	Users can assign tags to an employee and create groups/buckets based on the tags

Notes - Search based on tags	Notes can be filtered based on the tags added to it.
Actions & Notes Bulk upload /download via excel	Bulk operations upload and download notes and actions, avoiding manual efforts.
Linking actions and notes - To correlate the outcome of the 1x1 connects	To establish relationship between a note and action when a specific interaction is completed
Dedicated notes page	· Visibility to managers and HRs over the work done by the HRBPs · Filtering/sorting based on status, priority, assignee, employee etc
Dedicated actions page	· Visibility to managers and HRs over the work done by the HRBPs · Filtering/sorting based on status, priority, assignee, employee etc
Notifications around actions and notes workflow	Notifying the HR team when a defined workflow is triggered. Example - When an action is assigned to me.

Leena Engage & Ad-hoc

Scope of work

Engage

1. **Survey type**: **Select the kind of surveys to be included as part of the SOW (TO BE SELECTED DURING CONTRACT FINALIZATION)**:
    1. **Onboarding** - Invite opinions from newly on-boarded employees around onboarding experience, training completion & alignment with Customer goals—fulfillment of 15 days, 45 days, 3 Months, and 6 Months etc.,
        1. Onboarding touchpoint milestones can be configured basis Customer requirements.
        1. Maximum of **4** onboarding touchpoints can be configured (for example 15 Days, 45 Days, 3 Months and 6 Months) per year.

2. **Pulse** - Continuous Short/focussed surveys for employees to measure the engagement levels or other relevant topics of inquiry. Frequency can be Quarterly or half yearly.
3. **Tenure/Milestone** - Tenure based surveys (or Moments that matter) are done to gather feedback from employees as soon as they complete a defined milestone in the organization.
   1. Touchpoints can be customized basis Customer requirements.
   2. Maximum of **10** milestones can be configured (tenure from 1-10 Years or milestones such as returning to office/post sabbatical/post maternity/post paternity).
4. **Exit** - Feedback from employees who have either resigned or actually left the organization
   1. **Pre exit** -Reach out to employees on official email ID to understand the reason for leaving & seeking suggestions to improve as an organization.

1. Maximum of **2** touchpoints can be configured (15 days after giving resignation & 15 days before their last day).
1. **Post exit** - Reach out to employees on personal email ID to understand their exit experience & F&F process.
1. Maximum of **1** touchpoints can be configured (15 or 30 days post their actual exit).

0. **Initial solution implementation**: **Mention here the different kind of system integrations & languages covered**
   1. **HRMS integration**
   2. **Channel integration:** The different channels for integration (Slack, Web, Emails, MS Teams, Whatsapp, G-chat, SMS)
   3. **Multi-lingual BOT** : Survey Translations can be either shared by the customer or Leena AI can get the translations done from Leena partnered vendor at an additional cost per language

0. **Survey questionnaire**: Leena's best-in class question bank to be used for creating various kinds of surveys. These are the kind of answers types included:
   1. 5 - point likert scale
   2. Open End
   3. Single choice
   4. eNPS scale (0-10)

0. **People Science Team consulting services:**
   1. Employee Experience strategy/roadmap design
   1. Questionnaire design in line with the overall Ex. roadmap
   1. Change management advisory
   1. Leadership reports and next steps recommendations
   1. Action Planning workshops
   1. Manager training on Action Planning
   1. Focus groups to identify root causes from the survey

1. Leadership deep-dive sessions to prioritize org-wide Action plans.

0. **Survey implementation:** Leena AI to assist in UAT and survey launch

0. **Product onboarding:** Leena AI to assist in product understanding by giving trainings/demo

0. **Customer support as per defined SLA*:** Leena AI to provide support on queries and bugs as per agreed SLA. **Mention the SLA here**

1. **Standard analytics dashboard access:** Leena AI to provide the client access to the standard analytics dashboard which includes the following:
    1. Quantitative analytics around various parameters like:
1. Employee mood score
2. Survey participation rate
3. Sentiment distribution
4. Score trends
5. Theme and sub-theme performance
6. Insights into outliers
7. % of unhappy employees

    1. Qualitative analytics around:
1. Open-ended text captured from employees
2. Word cloud analysis
3. Topic modeling and sentiment analysis
4. Segment wise information across different
5. Departments
6. Designations
7. Locations
8. Teams
9. Any other customer filter/data cut required.
10. Internal benchmarking against different departments or other segments and individual performance.

    1. Reporting:
1. Automated daily/weekly/fortnightly/monthly/quarterly reports via emails for all the users with dashboard access.
2. Detailed reports around all of the above along with excel export for further analytics
3. Exclusive API integration available for any data reporting tool like Tableau/PowerBI/ETL or others.

    1. Standard scoring methodology
    1. Leena AI can customize the following for the customer:
1. Filters - to be set up during implementation.
2. Role based access.

3.   Questions, theme & subtheme.

Ad-hoc

1. **Product onboarding:** Leena AI to assist in product understanding by giving trainings/demo
2. **Initial solution implementation**: **Mention here the different kind of system integrations & languages covered**
    1. HRMS integration
    1. Channel integration: Mention the different channels for integration (Slack, Web, Emails, MS Teams, Whatsapp)
2. **Standard product access**: Leena AI to provide the client access to the standard analytics dashboard which includes the following:
    1. Self set up survey platform
    1. Accepted answer type (Date, Single select, Multi select, Description)
    1. Survey Data export in excel format
    1. Basic analytics report
    1. Reminders

T&C
1. Services post the contract end date will cease to exist in entirety.
2. For cases where upfront payment is not made, the payment should be made before survey launch when Leena AI is ready to go live *(Leena AI go-live readiness vs clients acceptable go-live date may have huge gap which can be intentional by the clients).*
3. Any services not a part of the SOW need to be taken up separately for which payment will be required from the client.
4. One time survey should be signed with a minimum of 3 years contract such as Annual surveys (*Annual survey can have a cycle date starting from the survey go-live date and ideally should be signed for a minimum of 3 years contract*).
5. Channels and languages should be mentioned in the contract. If not, then additional payment is needed.
6. Any additional reports made will be chargeable.
7. Any additional consulting service will be chargeable.
8. Any major custom development dashboard will need to go through a review process and assess if it is under SOW and if not then a commercial agreement needs to be initiated.

SERVICE LEVEL AGREEMENT

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This Service Level Agreement (hereinafter "**SLA**") shall apply to the Chatbot, and related Services provided by the Service Provider. Service Provider shall provide a highly secure and available network, as agreed upon by the Parties hereunder, in order to provide its Services to the Company. Service Provider makes every possible endeavor to provide the Company with constant access to the Services. The SLA also contains the provisions on the rights and remedies for the Company in the event that it experiences a Service Interruption (*as defined below*) as a result of unavailability/ failure of Chatbot and Services.

1. Definitions

In this Schedule, the below capitalized words have the following meanings:

Sr No	Term Used	Definition
1.1	**"Availability"**	It has the meaning prescribed in clause 3(a).
1.2	**"Business Hours"**	means Monday to Friday – 9 am to 6 pm (Local Time)
1.3	**"Maintenance Notification"**	means communication from Service Provider, via an email to the Company's SPOC as identified in the SOW, regarding the date and time that Service Provider intends to carry out maintenance activities of the Chatbot.
1.4	**"Permanent Fix Time"**	Time taken by the Service Provider to ensure that the Authorized Users never face the similar Service Interruptions under a permanent fix and that the Authorized Users will be able to access the Chatbot properly.
1.5	**"Resolution"**	means fixing of the relevant issues, as identified by the Company or the Service Provider itself to Company's reasonable satisfaction.

1.6	**"Response"**	means Service Provider's response to Company regarding any Service Interruption issue, beginning as soon as Service Provider receives any notification of such Service Interruption, thorough telephone/ email/ or any other mode as set forth under section 7.
1.7	**"Scheduled Downtime"**	Scheduled Downtime is such time when Services are not available due to a Scheduled Maintenance activity.
1.8	**"Scheduled Maintenance"**	shall be understood here to mean maintenance which occurs when Service Provider detects an issue in the Service Provider environment that requires action to avoid unscheduled maintenance in the future. All Scheduled Maintenance will take place outside of Business Hours.
1.9	**"Service Interruption"**	means an unscheduled or unanticipated incident that adversely affects the Availability of Services to the Company.
1.10	**"Service Level"**	means the percentage of the required Availability of the Chatbot and related Services monthly i.e., the calendar month during which the Company receives the Services, starting from the first day (or any other day, in case where Services start after the first day) of the first calendar month at 00.01 hours and ending on the last day of the calendar month at 24.00 hours
1.11	**"Service Level Credit"**	means a credit applied to the Company's invoice in the subsequent invoice period, following mutual agreement by the Parties of affected actual Service Availability during each calendar month of the relevant Service Period.

1.12	**"Service Period"**	This SLA shall apply to the Chatbot and related Services for the Service Term.
1.13	**"Services Request"**	means any request made to Service Provider by Company for the purpose of invoking Service Provider assistance and engagement for any Service and support-related activity.
1.14	**"Work Around Time"**	means the amount of time required for a solution, workaround or action plan for resolution of the Service Interruption where the Authorized User will be able to access the Chatbot and use the Services properly.

2. Service Level Target

Service Provider will ensure that on a monthly basis, the Chatbot and related Services are available 99.5% of the time.

Service Level = Availability/ Number of hours in a month X 100

3. Availability and Downtime

a) **Availability** is the required availability measured, on a monthly basis, as the total time the Chatbot and other related Services are up and running without any issues after deducting the Downtime. The Chatbot and Services will be available 99.5% of the time, subject to the exclusions mentioned in clauses 3(b)(i), 3(b)(ii), 3(b)(iii), 3(b)(iv), 3(b)(v) and 3(b)(vi).

b) **Downtime** means the total minutes that the Company cannot access the Chatbot or related Services. The calculation of Downtime excludes the time

that the Company is unable to access the Chatbot or related Service due to any of the following:

(i)   Scheduled Downtime

(ii)   Force Majeure Event

(iii)   Any systemic internet failures or disruptions at Company's end

(iv)   Any failure in the Company's own hardware or software

(v)   Company's acts or omissions leading to the unavailability of Chatbot or Services

(vi)   Company's external integrations, API or access related issues.

c) **Maintenance Period**

Scheduled Maintenance: Service Provider may require short periods of unavailability of the Services in order to conduct Scheduled Maintenance. This is only applicable to major system upgrades and patches, which will not occur more than once every quarter. Service Provider will endeavor to perform Scheduled Maintenance on weekends (i.e., only on Saturdays or Sundays) after 6:00 pm Local time. In the case of unplanned maintenance, Service Provider shall provide 48 hours' notice of Maintenance Notification, if practicable.

4. **Remedy**

   a) If at the end of each calendar month, the Service Level Target (as mentioned under clause 2 of Schedule 3) is not met, then the Company shall be entitled to Service Level Credits, which shall be calculated as follows:

Actual Service Level in the relevant month	Service Level Credit based on applicable monthly

	Services
Less than 99.5% but greater than or equal to 98.0%	1%
Less than 98.0% but greater than or equal to 97.0%	2%
Less than 97.0%	3%

5. Reporting Service Interruption

a) Company will report all Service Interruption and any other service issues to the Service Provider, stating the nature of the issue. If required by the Service Provider, the Company shall subsequently also share any information which is sought by the Service Provider for investigating and providing a Resolution. Such communication between the Parties shall be carried out using the following methods:

(i)   Website: https://leena.ai/contact-us; or

(ii)   Email: support@leena.ai

b) Notification for such Service Interruption shall be deemed to have been reported when the Service Provider's service desk receives a report of it through the means described in 6(a).

6. Response Times

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a) The Response Time is defined as the time from when Service Provider receives the notification for any Service Interruption from the Company to the time when Service Provider replies about acknowledging receipt of such notification. Service Provider shall start working on such requests accordingly. The maximum Response Times vary depending on the severity of the incident. The Parties shall mutually discuss and agree upon the nature of Severity of each such incident.

Nature of Severity	Response Time	Resolution Time **Support for Severity 1, 2 shall be provided 24X7**	
		Work Around Time	**Permanent Fix Time**
Severity 1	02 hours	08 hours	48 hours
Severity 2	04 hours	36 hours	96 hours
Severity 3	06 Business hours	30 Business hours	50 Business hours
Severity 4	12 Business hours	40 Business hours	80 Business hours

b) Service Provider will process Service Requests, issue trouble ticket tracking numbers, if necessary, determine the source of the problem, and respond to all Service Requests based on the Response Times stated above.

7. **Severity Definition**

a) Severity 1 – "Fatal"

A situation where one or more Module(s) of the Chatbot is/ are unavailable to all the Authorized Users OR if the unavailability of such Module/ feature significantly impacts the daily working of some of the Authorized Users. E.g. –

(i)   All the Authorized Users are not able to access the Chatbot.

(ii)   Some Authorized Users unable to login into the web/mobile/desktop app of the Chatbot.

(iii)   No admin user can login into the Leena AI dashboard.

(iv)   Some features like checking payslips or raising tickets through Chatbot are unavailable to more than 25% of the Authorized Users.

b) Severity 2-- "Severe"

A situation where one or more features of a specific Module is/ are unavailable to all the Authorized Users of the respective Affiliate OR if the unavailability of such feature(s) of the Module impacts the daily working of 20 or more Authorized Users. e.g.

(i)   More than 70% of Authorized Users get slow response on the Chatbot but it is still functional.

(ii)   Some features like apply leave aren't available to more than 70% of the users while the process is not critical with the help of case management.

(iii)   Some (but not all) admins are unable to login into Leena AI dashboard
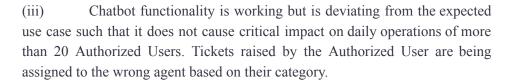
c) Severity 3—"Minimal "

A situation where the Chatbot is usable but does not provide a function in the most convenient manner OR the reported case has a business impact on more than 20 Authorized Users and such that their day-to-day work is not impacted. e.g.

(i)   Some of the Authorized Users are not able to access certain non-critical information in Chatbot.

(ii)   Authorized Users can raise a ticket by clicking a button but not by writing it as a plain query.

(iii)   Chatbot functionality is working but is deviating from the expected use case such that it does not cause critical impact on daily operations of more than 20 Authorized Users. Tickets raised by the Authorized User are being assigned to the wrong agent based on their category.

d)   Severity 4— "Other"

A situation where all the Chatbot is usable, but the reported case is for the purpose of such a requirement, which has no impact on the Authorized Users in the next fourteen (14) calendar days. E.g.

(i)   Authorized Users are getting all the information on the Chatbot, but the content of the information needs to be updated on the Chatbot.

(ii)   Any text formatting change.

(iii)   A Chatbot function not working for a very small group of Authorized Users (i.e., below 20).

8. Escalation Matrix

Level	Personnel	Contact Info
Level 1	Help Desk	support@leena.ai
Level 2	Support Manager	anantha.te@leena.ai
Level 3	Customer Success Manager North America / EMEA	harsh.banger@leena.ai
	Customer Success Manager APAC / SEA	ankit@leena.ai

- END -

ANNEXURE 1(C)
PRICING AND PAYMENT PROCESS

1. **Commercials for the project:**

   a. Application License Fee: XXXX

   b. One time implementation cost: XXXX

   c. Annual Subscription cost: First Year Cost: XXXXX; Second Year Cost: First Year Cost + 10% increase; Third Year Cost: Second Year Cost + 10% increase.

2. **Payment Terms:**

The payment to be made by the Customer to Leena AI shall be as mutually agreed as follows:

Invoice for One time setup cost and 100% First year Subscription cost will be sent to the Customer by Leena AI post signing this Master Service Agreement.

Credit Period: The Customer shall make payment within thirty (30) days upon receipt of invoice(s) raised by Leena AI.

Terms & Conditions:

- *Cost is in USD.*

- *Taxes are not included in the cost and are over and above the agreed cost (if taxes are applicable).*

- *Subscription cost includes the annual maintenance cost and needs to be paid on an annual basis in advance.*

- *Subscription will start from the effective date of this Agreement.*

- *Forthcoming invoices for renewing the subscription will be sent 30 days prior to the future contract anniversaries , as per the agreed term.*

- *Post the execution of this document, a valid PO (if applicable) to the extent of the total agreed commercials (for one-time setup cost and the total subscription cost for the entire agreed term) shall be sent to Leena AI by the Subscriber for invoicing purposes. If there is any delay in receiving the aforementioned PO or a delay in payment of the agreed cost as per the timeline agreed above, then Leena AI has full rights to hold or suspend the implementation of the feature/block access to the feature accordingly. Implementation of the agreed features will start after a valid PO is received by Leena AI. This (PO) clause shall not be applicable if the Subscriber does not require a PO for paying the invoices from Leena AI / does not follow the PO process.*

- *If the payment for an invoice is delayed after the due date, then, the Subscriber hereby agrees and confirms to pay late payment charges until the payment at the rate of 2% per month (from the due date) on the total invoice amount due to the Service Provider.*

- *It is mutually agreed that Leena AI shall invoice the Customer for a minimum of _____ employees in total. For any count that goes beyond _____ total employee count, Leena AI shall bill the Customer additionally to such costs agreed above.*

- *Payment for the invoices from Leena AI shall be made by the Customer only through an electronic mode as per the bank account details / wiring instructions on the invoices sent by Leena AI.   It is agreed by the Subscriber that the currency conversion charges / bank charges, if any during the payment, will be borne by the Subscriber and shall not be deducted from the payment made to Leena AI.*

Annexure 1 (D)

DATA PROCESSING ADDENDUM

This Data Processing Addendum dated __ day of _____ **2023** is made and entered into between **LEENA AI** _____, Principal place of business at _____ hereinafter referred to as "LEENA AI" or the "Processor" or "data importer" and _____, a company registered whose registered office is

situated at _____ and duly represented by _____as "CLIENT" or the "Controller" or "data exporter" or "customer".

In the course of providing the Services to Customer pursuant to the Agreement, Leena AI may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA:

1. This Data Processing addendum (DPA) consists of two parts: the main body of the DPA, and including Appendices 1 and 2
2. To complete this DPA, Client must complete the information on Page 8.
3. Send the completed and signed DPA to processor by email, indicating the Customer's Account Number to DPO@leena.ai

   Upon receipt of the validly completed DPA by processor at this email address, this DPA will become legally binding.

HOW THIS DPA APPLIES:

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the processor entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Master Service Agreement with processor or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the processor entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer's Agreement (including any existing data processing addendum to the Agreement).

1. DEFINITIONS

"Applicable Laws" means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which any Company Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect of which any Company Group Member is subject to any other Data Protection Laws;

"Controller(s)" is the natural or legal person, authority, organization or other agency that makes decisions individually or together with other parties regarding the purposes and means for processing Personal Data.

"Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

"Customer" means the contracting party any other Group Company or Group Companies to which the processor provides services from time to time;

"CCPA" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq.

The terms, **"Controller", "Data Subject", "Member State", "Processor", "Processing"** and **"Supervisory Authority"** shall have the same meaning as in the GDPR. The terms **"Business", "Business Purpose", "Consumer"** and **"Service Provider"** shall have the same meaning as in the CCPA.

"Data Protection Legislation" means all applicable privacy or data protection laws and regulations (as amended, consolidated or re-enacted from time-to-time) which relate to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 1998 (as may be superseded) and GDPR (on and from 25 May 2018) for as long as any of the above are incorporated into Applicable Law and then any successor legislation to GDPR or the Data Protection Act 1998 together with any guidance and/or codes of practice issued from time-to-time by the Information Commissioner;

"Data Subject Access Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Data Subject" has the meaning set out in the Data Protection Legislation;

"EEA" means the European Economic Area;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"Group Company" means (a) any company which from time to time Controls the Customer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company which from time to time Controlled by is or is under common Control with the Customer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

"**Original Agreement**" the terms and conditions and service specification currently in force between the parties including Master service agreement;

"**Personal Data Breach**" has the meaning set out in the Data Protection Legislation;

"Personal Data" has the meaning set out in the Data Protection Legislation and includes (but is not limited to) special categories of personal data which reveal racial or ethnic origin, political opinions, religious beliefs, sex life, sexual orientation, trade union membership, health or the processing of genetic or biometric data, for the purpose of uniquely identifying a natural person;

"Processor" has the meaning set out in the Data Protection Legislation;

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Vendor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

 "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Personal Data" or **"Personal Information"** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or

Consumer (as defined in the CCPA), which is processed by monday.com solely on behalf of Customer, under this DPA and the Agreement between Customer and Processor.

"Security Measures" means appropriate technical and organizational measures which may include, where appropriate, pseudonymization and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it;

"Sub-processor" means any third party appointed to process Personal Data on behalf of The Provider related to the Original Agreement.

2. SUBJECT MATTER OF THIS DP AGREEMENT

2.1   This DP Agreement governs the processing of Personal Data by **LEENA AI <>** as a Processor for and on behalf of the CLIENT as a Controller, according to the Controller's instructions, in connection with the provision of the Services defined in the Main Agreement.

2.2   This DP Agreement serves to supplement the Main Agreement and forms its integral part. If there is a conflict between this DP Agreement and the Main Agreement, the provisions of this DP Agreement will prevail.

3. PROCESSING OF PERSONAL DATA

3.1   **Roles of the Parties**. The Parties acknowledge and agree that with regard to the Processing of
Personal Data performed solely on behalf of Customer, (i) Customer is the Controller of its Users' Account Data and Profile Data, and of Customer Data (as defined in the Agreement), (ii) **LEENA AI** is the Processor of Customer Data, and of such Users' Account Data and Profile Data; (iii) for the purposes of the CCPA (and to the extent applicable), Customer is the "Business" and **LEENA AI** is the "Service Provider" (as such terms are defined in the CCPA), with respect to Processing of Personal Data described in this Section 3.1. The terms "Controller" and "Processor" below hereby signify Customer and **LEENA AI**, respectively.

3.2   **Customer's Processing of Personal Data**. Customer, in its use of the Services, and Customer's instructions to the Processor, shall comply with Data Protection Laws. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing by Processor, and for Processor's Processing activities on Customer's behalf, including the pursuit of 'business purposes' as under the CCPA.

3.3   **Client's Processing of Personal Data**. processor shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

3.4   **Details of the Processing**. The subject-matter of Processing of Personal Data by processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in to this DPA

3.5   **CCPA Standard of Care**; No Sale of Personal Information. **LEENA AI** acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that **LEENA AI** provides to Customer under the Agreement. **LEENA AI** shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer's behalf, and may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA. **LEENA AI** represents and warrants that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder, without Customer's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from **LEENA AI** under the Agreement or this DPA to qualify as "selling" such Personal Information under the CCPA.
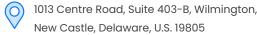
4.   RIGHTS OF DATA SUBJECTS

4.1   **Data Subject Request**. Processor shall, to the extent legally permitted, promptly notify Customer if Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable law) of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, its right not to be subject to an automated individual decision making, to opt-out of the sale of Personal Information, or the right not to be discriminated against for exercising any CCPA Consumer rights ("Data Subject Request"). Taking into account the nature of the Processing, Processor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. Processor may refer Data Subject Requests received, and the Data Subjects making them, directly to the Customer for its treatment of such requests.

5.   PROCESSOR PERSONNEL

5.1   **Confidentiality**. Processor shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. processor shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

5.2   The Controller shall be solely responsible for assessing whether Personal Data can be processed lawfully and for safeguarding the rights of the Data Subjects. The Controller shall ensure in its area of responsibility that the necessary legal requirements are met (for example by collecting declarations of consent) so that the Processor can provide the agreed Services in a way that does not violate any legal regulations.

5.3   **Reliability**. Processor shall take commercially reasonable steps to ensure the reliability of any processor personnel engaged in the Processing of Personal Data.

5.4   **Limitation of Access**. Processor shall ensure that processor's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5.5   **Data Protection Officer**. Members of the processor Group have appointed a data protection officer. The appointed person may be reached at DPO@leena.ai

6.   SUB-PROCESSORS

6.1 **Appointment of Sub-processors**. Customer acknowledges and agrees that (a) processor's Affiliates may be retained as Sub processors, (b) processor and processor's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. processor or a processor Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

6.2 **Objection Right for New Sub-processors**. Customer may object to processor's use of a new Sub-processor by notifying processor promptly in writing within ten (10) business days after receipt of processor's notice in accordance with the mechanism set out in Section 6.1. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub processor without unreasonably burdening the Customer. If processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Master service agreement with respect only to those Services which cannot be provided by processor without the use of the objected-to new Sub-processor by providing written notice to processor. processor will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

6.3 As of the May 25th 2018 the Processor shall maintain an up-to-date list of its sub-processors and the Controller will have the possibility to subscribe to notifications of changes within the sub-processors list. If the Controller subscribes, the Processor shall notify the Controller of any intended changes concerning the addition or replacement of sub-processors that affects the Controller at least 10 days before change, thereby giving the Controller the opportunity to object to such changes within the mentioned period of time.

6.4 **Liability**. processor shall be liable for the acts and omissions of its Sub-processors to the same extent processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

7. SECURITY

7.1 Controls for the Protection of Customer Data. processor shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the master service agreement. processor regularly monitors compliance with these measures. processor will not materially decrease the overall security of the Services during a subscription term.

7.2 Upon Customer's written request at reasonable intervals, the data processor shall provide a copy of data processor's most recent third-party audits or certifications, as applicable, or any summaries thereof, related to the Processing of Personal Data of Customer. The date of the third-party audit or certification shall be less than 12 months from the data of such written request. The data processor shall make available to Customer, upon reasonable written request, such information necessary to demonstrate compliance with this Addendum, and shall allow for written audit requests by Customer or an independent auditor in relation to the Processing of Personal Data to verify that data processor employs reasonable procedures in compliance with this Addendum, not more than once per year. Any information provided by Data Processor and/or audits performed pursuant to this section are subject to the confidentiality obligations set forth in the Agreement.

8. INTERNATIONAL DATA TRANSFER

8.1   Unless otherwise agreed with the Controller in writing (including e-mail), the Processor shall ensure that Personal Data is stored and processed at the processing systems located in its data centers within European Economic Area (EEA), and any transfer of Personal Data to the Processor's data centers located outside the European Union or European Economic Area (EEA) can be made only upon such an instruction of the Controller.

8.2   Where the performance of the Services involves a transfer of Personal Data outside the European Economic Area (EEA), the Processor will take such a steps as may be required to ensure there is adequate protection for such Personal Data in accordance with the Applicable Data Protection Laws (especially Articles 44 to 49 of the GDPR), which may include entering into the Standard Contractual Clauses set out in the European Commission's Decision 2010/87/EU.

8.3   The Controller hereby grants its consent to the Processor to enter into any agreement or take any measures, including on behalf of the Controller, to establish and ensure an adequate level of data protection in the transfer of Personal Data to a sub-processing party outside the EEA. In the event of an application of the EU standard contractual clauses, the Processor is entitled to conclude such clauses on behalf of the Controller. The power of authority for this purpose is hereby granted by the Controller.

9. PERSONAL DATA BREACH NOTIFICATION

9.1   In respect of any Personal Data breach, the Processor shall notify the Controller of such a breach immediately, but in no event later than 48 h (forty-eight hours) after becoming aware of the Personal Data breach and provide reasonable details pertaining to the subject Personal Data breach.

10. RETURN AND DELETION OF CUSTOMER DATA

        Processor shall return Customer Data to Customer and, to the extent allowed by applicable law. The parties agree that on the termination of the provision of data processing services, the data importer and the sub processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore

11. AUTHORIZED AFFILIATES

11.1   **Communication**. The Client that is the contracting party to the Agreement shall remain responsible for coordinating all communication with processor under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates

12. LIMITATIONS OF LIABILITY

        Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and processor, whether in contract, tort or under any other theory of liability, is subject

to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, processor 's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

The data subject should be entitled to take action and, where appropriate, receive compensation from the data exporter who is the data controller of the personal data transferred.

13. EUROPEAN SPECIFIC PROVISIONS

13.1   With effect from 25 May 2018, processor will Process Personal Data in accordance with the GDPR requirements directly applicable to processor's provision of its Services.

13.2   With effect from 25 May 2018, upon Customer's request, processor shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to processor. processor shall provide reasonable assistance to Customer in the cooperation or prior consultation with the controller in the performance of its to the extent required under the GDPR

13.3   **Assistance**. Processor may assist Customer, at Customer's request and cost, in ensuring compliance with Customer's obligations pursuant to the GDPR, CCPA and other applicable Data Protection Laws.

APPENDIX 1

DETAILS OF THE DATA PROCESSING

Nature and Purpose of Processing

The processor will process personal data as necessary to perform the services pursuant to the customer engagement Letter/Master service agreement, as further specified in the documentation, and as further instructed by the customer in its use of the services.

Duration of Processing

The processor will process personal data for the duration of the customer engagement letter/ master service agreement, unless otherwise agreed upon in writing.

Categories of data

- Minimum details required:
    o Email address: This is used to allow the user to sign in to the Leena AI app.
    o Employee ID: This is required so that we can uniquely identify an employee.
    o Employee Name: This is required to customize FAQ responses.
- Other attributes are dynamic and depend on requirements. Listing down the most common employee attributes:
    o Employee Id
    o Email address
    o Band
    o Organization
    o Joining Date
    o Department
    o Designation
    o Manager Details

The categories of Personal Data transferred are determined and controlled in the sole discretion of the data exporters pursuant to the Agreement.

Data Subjects Concerned

- Employees
- Third Party Employees
- Ex-employees
- Joining Candidates

The data subjects are determined and controlled at the sole discretion of the data exporters pursuant to the agreement.

Processing operations

As a service provider assisting the business teams in achieving the defined use cases, the basic processing activities for the personal data transferred may include:

- Data Collection: We may collect various types of employee information, as explained above, from the controller. This information is essential for the SaaS solution to enforce RBAC and fulfill use cases.
- Data Storage: The data collected by the solution will be stored securely. This involves ensuring appropriate data security measures, such as encryption and access controls, are in place to protect the data from unauthorized access or accidental loss.
- Data Processing: The solution may process the collected data to analyze patterns and trends strictly as per the agreed use cases. This analysis can provide insights to the customer's business team for optimizing processes, identifying areas for improvement, and enhancing the overall employee experience.
- Process Automation: The solution may use personal data to automate certain customers' business processes, such as employee onboarding, leave management, conducting surveys, triggering approval requests, etc. This can help streamline operations and reduce manual effort for the customer's business team.
- Communication and Engagement: The solution may use personal data to communicate with employees, provide information, answer questions, and deliver personalized services.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Continuously, for the length of the Agreement between the parties.

Nature of the processing

- Personal data will be processed for purposes of fulfilling Leena AI obligations to the Data exporter under the Agreement and the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- Personal data shall be retained for the length of time necessary to provide the Services under the Agreement, or as otherwise required by applicable law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- Leena AI's sub-processors will process personal data to assist Leena AI in providing the Services pursuant to the Agreement, for as long as needed for Leena AI to provide the Services.

Name of Subcontractor	Description of Processing (including a clear delimitation of responsibilities in case several sub-processors are authorized)
Amazon Web Services (AWS)	Leen AI has obtained Infrastructure as a service from AWS to host our solution and provide it as a SaaS to our customers.
Twilio	Leena AI uses Twilio for sending SMS notifications to users if it is within the scope of the engagement.
SendGrid	SendGrid is utilized for sending email notifications to users, again, if it falls within the scope of the engagement
MailGun	Similar to SendGrid, MailGun is used for sending email notifications to users as needed.
GupShup	GupShup serves as a gateway to use WhatsApp APIs if opted for in the engagement.

- As part of Leena AI's commitment to transparency, Leena AI disclose all the relevant third and fourth parties involved in our services on our public-facing trust portal at trust.leena.ai. This allows our clients and stakeholders to have full visibility into Leena AI partnerships and the privacy commitments of these third and fourth parties. Leena AI ensure that any

engagement with its third parties is conducted in compliance with applicable data protection regulations and in a manner that safeguards client data.

The objective of processing of Personal Data by data importers is the performance of the Services Agreement pursuant to the instructions of the data exporters.

Special categories of personal data

LEENA AI does not intentionally collect or process any special categories of Personal Data unless the Client or its customers/end users/ suppliers include such type of data in the content submitted to the processor and/or while using the processor Services. Said processing of special categories of Personal Data is unintentional for the processor and the Client shall be regarded as solely responsible for ensuring that such processing is lawful and in accordance with any applicable law, including the Applicable Data Protection Law.

The special categories of Personal Data (if any) transferred are determined and controlled in the sole discretion of the data exporters pursuant to the Agreement.

Geographic Scope of the Processing Activities.
- Personal Information originates from the following countries or states:
  - o   <customer locations>
- Processing of Personal Information occurs in the following countries or states: <choose any one>

Location	Primary region	DR region
USA	US East (N. Virginia, USA), us-east-1	US West (Oregon, USA), us-west-2
Europe	Europe (Ireland), eu-west-1	AWS Europe (Frankfurt, Germany), eu-central-1
UAE	Middle East (UAE), me-central-1	No additional region is available in the UAE region for DR. If needed, we can set up DR in either eu-central-1 or ap-south-2
India	Asia Pacific (Mumbai, India), ap-south-1	Asia Pacific (Hyderabad, India) ap-south-2
Singapore	Asia Pacific (Singapore), ap-southeast-1	No additional region is available in Singapore for DR. If needed, we can set up DR in either eu-central-1 or ap-south-2

CLIENT   **LEENA AI <>**

Signature: _____   Signature: _____

Customer Legal Name: _____   Name: _____

Title: _____   Title: _____

Date of Signature: _____   Date of Signature: _____

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APPENDIX 2
THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the processor Services, as described in the master service agreement applicable to the specific processor Services purchased by data exporter. Data Importer will not materially decrease the overall security of the processor Services during a subscription term.

CLIENT

Signature: _____

Customer Legal Name: _____

Title: _____

Date of Signature: _____

LEENA AI <>

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

ANNEXURE E

KYC Form

*Mandatory to be filled by the Customer (Point 1 to 12).

Know Your Customer Form			
S. No.	Category	Particulars	Value
1	Customer Details	Customer's Registered Name	
2		Customer's Registered Address	
3		Nature of Business	

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4	Contact Information	Contact Person for this deal	
5		Contact person's email	
6		Contact person's phone	
7	Invoicing Details	Mode of invoicing (Email / Portal Upload)	
8		Email ID(s) to receive the invoices	
9		Invoicing Contact's Phone	
10		PO Required to be released to Leena AI for invoicing? (Yes / No)	
11		Name and Contact Details to request for PO	
12	Payment for invoices	Email Contact for payment follow-ups	L1. L2. L3.
13	Vendor Info	Leena AI's Entity	
14		Sales Person Name	
15		Customer Success Rep Name	

Note: All fields are mandatory to be updated and cannot be blank.

For Leena AI   **For Subscriber**

Signature   **Signature**

Name   **Name**

| **Date** | **Date** |

[END DOCUMENT]