COGNISTX™

SQUARY for Client website - EULA

09/30/2024

Version 1.1

GENERAL INFO

Client Contacts	*Cognistx Contacts*
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	CEO
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TERMINOLOGY

ACH	Automated Clearing House
AI	Artificial Intelligence
API	Application Programming Interface
AWS	Amazon Web Services
Client	Client
E2E	End to End
IP	Intellectual Property
LOE	Level of Effort
ML	Machine Learning
MVP	Minimum Viable Product
NLP	Natural Language Processing
POC	Proof of Concept
QA	Quality Assurance
Query	One user question
SaaS	Software as a Service
SMEs	Subject Matter Experts
SOW	Statement of Work
SQUARE	Scalable Question Answering Response Engine
SQUARY	SQUARE chatbot version
TBD	To Be Determined
TBMA	To Be Mutually Agreed

BACKGROUND AND SCOPE

The Client would like Cognistx to implement SQUARY for their website.

INTELLECTUAL PROPERTY

The Client will retain ownership of data, websites and documents. Cognistx will own any AI/ML models, plugins, or engineering components developed as part of this engagement. Cognistx will also retain ownership of any background IP they bring to this engagement. Cognistx will license SQUARY to the Client as part of this engagement.

KEY LEGAL TERMS

Both Client and Cognistic LLC d/b/a Cognistx will be independent legal entities for this engagement. The two companies already have a long working relationship and this will be an extension to that partnership. The laws of Pennsylvania, USA, will apply. These entities will keep each other's confidential information safe and have a mutual NDA in place.

The minimum term of this agreement will be 90 days. Either party can cancel after the initial term by providing a 30 day notice.

Cognistx will own the web chat plugin. Cognistx will also retain ownership of any foreground and background IP besides SQUARY that they bring to this engagement. Cognistx will license SQUARY and related IP as long as the monthly SaaS fee is paid to the Client as part of this engagement. The SaaS terms are outlined below:

Authorization and Restrictions.

1. Authorization. Subject to and conditioned on the Subscriber's payment of the Subscription Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Cognistx hereby authorizes the Subscriber to access and use, during the Term, the Subscription Services (including without limitation the underlying code) as Cognistx may supply or make available to Subscriber solely for the conduct of its internal business. This authorization is non-exclusive and non-transferable.

2. Reservation of Rights. Other than as specifically provided herein, nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to the Subscription Services, whether expressly, by implication, or otherwise. All rights, title, and interest in and to the Subscription Services are and will remain with Cognistx.

3. <u>Authorization Limitations and Restrictions</u>. Subscriber shall not permit any other person or entity to access or use the Subscription Services except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Subscriber shall not, except as this Agreement expressly permits: copy, modify or create derivative works or improvements of the Subscription Services or associated software; rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Subscription Services to any other person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Subscription Services, in whole or in part, all of which are Confidential Information of Cognistx; bypass or breach any security device or protection used by the Subscription Services or access or use the Subscription Services other than by through the use of valid access credentials; input, upload, transmit or otherwise provide to or through the Subscription Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any malicious code; damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Subscription Services, in whole or in part; remove, delete, alter or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services, including any copy thereof; access or use the Subscription Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any Cognistx intellectual property right or other similar right of any third party, or that violates any applicable law; access or use the Subscription Services for purposes of competitive analysis of the Subscription Services or, the development, provision or use of a competing software service or product or any other purpose that is to Cognistx' detriment or commercial disadvantage; or otherwise access or use the Subscription Services beyond the scope of the authorization granted under this Agreement.

Cognistx will display the Client on their website upon successful installation of the product with the written consent of approval from the Client. Joint social media posts may be considered upon completion of the project based on written mutual consent by both parties.

PROJECT DETAILS | *Assumptions*

- The client will provide access to all the documents/URLS, podcasts, videos, and audio that must be searched and relevant source links or forms, as applicable.
- Cognistx will have access to the Client SMEs (approximately for 2-3 hours in the first couple of weeks).
- The type of data that will be searched is text files, PDFs, .docx, podcasts, URL links, videos, etc.

- The Website will be scraped weekly to keep SQUARY updated.

PROJECT DETAILS | *Deliverables*

1. Users will see a chat prompt on the client's website.
2. SQUARY will answer the natural questions of the website visitors using data from the website content or any documents shared by the client in simple terms.
3. SQUARY will display static prompts as applicable during the conversations (Contact number, name, contact us form link, etc.). Exact attributes and details are to be approved by the client.
4. The Client will be able to review logs for all the chats for user questions analysis and content development/correction.

The above deliverables will be applied to the staging first to validate the performance before deploying it to the public website.

Estimated Duration

- Start Date: Upon Signing on this agreement
- Deployment of Chat Bot:
    - For Client testing: 1 week
    - On public website < 1 week (Dependent on Client approval)
- Upon approval, SQUARY is to be deployed on the public websites of the Client.
- Either party can cancel this agreement with 30 days written notice after the initial term.

Contract term: 3 months or 90 days.

EXPECTED COST
- SaaS Fee: $450 monthly for the Client site for up to 10,000 queries per month until terminated after the contract term with a 30-day written notice.
- An additional fee of $100 per month will apply for each additional 10,000 queries on the Client site.

The Cognistx cost excludes the following expenses.
- Any other technical or plug-in costs - are to be paid by the Client. These costs will only be incurred based on prior written client approval.

Note: Out of scope work not covered on the executed SOW will be charged @ $225 per person hour and will impact timelines.

Both parties will revisit the monthly SaaS fee on an annual basis.

The timelines and budgets contained herein are estimates based on Cognistx's current understanding and with some basic assumptions made. These may vary when detailed requirements are gathered and contingent on getting timely feedback from the Client.

PAYMENT TERMS

- All payments should be made via ACH/Check or credit card as per Cognistx policies.
- Net 30 payment terms.

< === Signature Page Follows === >

Agreed at: Pittsburgh, PA USA

Cognistic LLC (Cognistx)   Client

_____   _____

By: Sanjay Chopra   By:

_____   _____

Title: CEO   Title:

_____   _____

Date: Date: