

## LICENSE AGREEMENT

This LICENSE AGREEMENT is entered into as of [REDACTED], 2016 (the “**Effective Date**”), by and between Existor Limited (“**Existor**”), with company number 06756113 its principal place of business at 32 Bartholomew Street West, Exeter EX4 3BN and Licensee (“**Licensee**”), with a principal place of business at [REDACTED]. These Commercial Terms together with the Standard Terms and Conditions and all Exhibits, Attachments and Schedules attached hereto, all of which are incorporated herein by this reference, are referred to collectively as the “**Agreement**.”

## COMMERCIAL TERMS

1.	<b>Licensed Property:</b>	Cleverscript the “ <b>Licensed Property</b> ”).
2.	<b>Licensed Chatbot Application(s):</b>	One (1) “ <b>Chatbot</b> ” application, tentatively entitled [REDACTED] for the “ <b>Target Platforms</b> ” wherein the is based on or incorporates elements from the “ <b>Licensed Property</b> ”.
3.	<b>Territory:</b>	Worldwide
4.	<b>Target Platform(s):</b>	Mobile Devices running the iOS or Android operating system.
5.	<b>Term:</b>	The rights granted to “ <b>Licensee</b> ” in this Agreement shall commence on the Effective Date and shall terminate three (3) years the “ <b>Term</b> ”
6.	<b>Costs:</b>	<p>“<b>Licensee</b>” agrees to pay the following costs in connection with the “<b>Chatbot</b>”</p> <p>(a) [REDACTED]</p> <p>(b) \$0.25 per application installed.</p> <p>(a) to (b) individually and collectively the “<b>Costs</b>.”</p> <p>“<b>Licensee</b>” shall pay Existor the “<b>Costs</b>” according to a mutually agreed schedule.</p>
7.	<b>Ownership:</b>	As further set forth in the Standard Terms and Conditions, (a) Existor shall own all Source Code and Object Code for the “ <b>Chatbot</b> ”, any of Existor’s pre-existing materials, and Existor’s underlying tools and technology, and (b) “ <b>Licensee</b> ” shall own all audio-visual elements of the “ <b>Chatbot</b> ”,

		<p>Derivative Works and Work Product.</p> <p>As further set forth in the Standard Terms and Conditions, Existor grants <b>“Licensee”</b> a perpetual, royalty free, non sub-licenseable, irrevocable license to use, copy, record, incorporate, display, and publicly perform the <b>“Chatbot”</b> as part of <b>“Licensee”</b>.</p>
<b>8.</b>	<b>Entire Agreement:</b>	<p>These <b>Commercial Terms</b> together with the Standard Terms and Conditions and all Exhibits and Schedules attached hereto and hereby incorporated herein by this reference constitutes the entire understanding and agreement between <b>“Licensee”</b> and Existor with respect to the transactions contemplated herein, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between <b>“Licensee”</b> and Existor concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.</p>

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the day and year first written above.

**“Licensee”**

**EXISTOR LIMITED**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

Capitalized terms used herein and not defined at first use herein shall be as defined in *Exhibit A*.

### 1. General Conditions

1.1. These Terms of Service (“Terms”) refer exclusively to the usage of Existor’s sandbox and subscription and custom solutions. They are valid for customers as well as the users who access the API and are limited to the use of the Service provided by Existor. Web Services marketed through the Existor service (“Web Services”) might have their own Terms of Service (“Web Service Provider Terms”) that any user will have to accept before contracting the Web Service. The content of these Web Service Provider Terms, their legality or consequences are not the responsibility of Existor.

1.2. These Terms may be updated by Existor. You understand and agree that you are solely responsible for reviewing these Terms from time to time. You can always review the most current

version of these terms. Any continued use of the Service by you after such amended Terms have been posted or information regarding such amendment has been sent to you, shall be deemed your consent and agreement to such amended Terms.

1.3. These Terms contain the entire agreement of the parties to the use of the Service, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

1.4. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

1.5. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

1.6. This Agreement shall be construed in accordance with the governing law, without regard to its conflict of the law's principles.

You are contracting with:

Existor Limited

32 Bartholomew Street West, Exeter EX4 3BN

The governing law is English

## **2. Purchased Services**

Existor shall make the Purchased Services available to you in this Agreement and during a subscription term. You agree that your purchases here under are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

### 2.1. Service Description

2.1.1. Existor provides the necessary infrastructure to access the Cleverscript API

2.1.2. Existor offers one single type of account with which a user can carry out actions including,

but not limited to, the following:

- Add credit through a payment processing system

## 2.2. Payment Processing

2.2.1. There are three payment options:

- Pre-paid. Existor's solution allows the developer to pre pay for an amount of API calls directly from their credit card at the beginning of each period.

- Pre-paid. Existor's solution allows the developer to pre pay for an amount of API calls directly from their Paypal account at the beginning of each period.

\*Custom billing as mutually agreed in the Commercial Terms.

## 3. Transaction History

Unless a user account has been disabled by Existor or otherwise, users will be able to access to their monetary transactions in the system, and to check their balance by logging in to the system with their access user name and password.

## 4. Fees and Payment for Purchased Services

4.1. Existor will charge a fee per interaction on the successfully made transactions via the Cleverscript API. The Transaction fee pricing is available here [www.cleverscript.com/about/pricing/](http://www.cleverscript.com/about/pricing/)

4.2. Existor reserves the right to change the Transaction fee at any time. Providers will be informed at least 30 days in advance of any change to the fee via an email notification to the contact email configured in the account.

## 5. User Registration

5.1. Any user registered, must complete the Existor registration process, in which case, you agree to: (a) provide true, accurate, current and complete information about yourself or your company as prompted by the Service registration form (such information being the Registration Data) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

5.2. Existor is concerned about the safety and privacy of all its users, particularly children. For this reason, you must be at least 18 years of age to register for an account. If you are under the age of 18, in registering you that are using the Service with the consent of a parent or a guardian (Guardian), and that said Guardian is at least 18 years old, is the legal Guardian of the person listed on the Existor account, and that said Guardian has expressly given permission to access the Service.

5.3. You will create a password and account during the Service registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Existor of any unauthorized use of the password or account or any other breach of security, and (b) ensure that you exit from the account at the end of each session. Existor cannot and will not be liable for any loss or damage arising from failure to comply with the rules in this Section.

5.4. If you provide information of any kind which is untrue, inaccurate, not current or incomplete, or Existor has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Existor has the right to suspend or terminate the account and refuse any and all current or future use of the Service (or any portion thereof).

## **6. License**

6.1 Existor grants you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license to access and use the Cleverscript API Services for personal or business purposes.

### **6.2 Attribution**

When using Cleverscript API, or content generated via the Cleverscript API, for any purpose, you agree to:

- display the Cleverscript API Logo icon logo when deploying or utilizing Cleverscript API derived content on your site or within your application and when a reader clicks on the Cleverscript API icon logo you agree to hyperlink that logo directly to our home page at [www.Cleverscript.com](http://www.Cleverscript.com)
- provide attribution to Cleverscript API within any published works that are based on or mention Cleverscript API, or content generated by Cleverscript API, including but not limited to research papers and journal articles.

## **7. Modifications**

7.1 We may from time to time modify these terms of use and will post a copy of the amended Agreement at [www.cleverscript.com/support/terms](http://www.cleverscript.com/support/terms) If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the Cleverscript API Services, or, if applicable, cancel your Cleverscript API Services subscription. You will be deemed to have accepted the Agreement as amended if you continue to use any of the Cleverscript API Services after any amendments are posted on the Site.

## **8. Restrictions**

8.1 You agree that you will not:

- access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes;
- access, translate, reverse engineer, decompile, disassemble, modify the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, or functions of the Service, or (iii) copy any ideas, features, or functions of the Service or (iv) or create derivative works based on the Cleverscript API Services;
- either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content that (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or which otherwise violates these Terms and Conditions of Service;
- republish information provided by the Cleverscript API Services in a bulk format unless you have Existor's prior written approval;
- not disclose results of any evaluations or API responses without Existor's advance permission;
- provide content with, in or in connection with your Application that falsely expresses or implies that such content is sponsored or endorsed by Existor or Cleverscript API;
- make the Cleverscript API Services available over a network (other than Existor's network) where it could be used by others;
- take actions that imposes an unreasonable or disproportionately (in the sole judgment of Existor) large load on our computing, storage or communications infrastructure;
- attempt to gain unauthorized access to the Site, the Services, other accounts, computer systems or networks connected to the Site or the Services, including utilizing a third party to utilize Cleverscript API via any means that bypasses this agreement or the Existor API Key registration process;
- sell, rent, lease, transfer, or sublicense any of the Cleverscript API Services;
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;

- distribute, facilitate, or enable access to Cleverscript API Services in any manner deemed by Existor in its sole discretion to be objectionable or harmful to the business or reputation of Existor; or
- use the Cleverscript API Services in any way that violates the terms of this Agreement

## **9. Copyrights**

9.1 As between you and Existor, you acknowledge that Existor owns or has a license to all title and copyrights in and to the Cleverscript API Services. All title and intellectual property rights in and to the content available through the Cleverscript API Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

Existor does not claim copyright or license for any Data submitted for processing via the Cleverscript API, which and shall remain your property. You understand that Existor may periodically retain a copy of Data submitted for analysis by the Cleverscript API services, including the metadata generated by the Cleverscript API Services. By submitting Data to the Cleverscript API Services, you grant Existor a worldwide, non-exclusive perpetual, royalty-free license to that data and metadata in furtherance of Existor's internal business purposes and reporting. Existor's use of this metadata is governed by the terms of the Cleverscript API Privacy Policy.

## **10. API Key**

10.1 You may only access your account with the Key issued to you by Existor. Access may not always be available. You may not sell, transfer, sublicense or otherwise disclose your Keys to any other party or use them with any Application other than that for which you initially applied for it. You are fully responsible for all activities that occur using your Keys, regardless of whether such activities are undertaken by you or a third party. Failure to abide by these terms may result in the termination of your access to Cleverscript API Services.

## **11. Support**

11.1 Existor has no obligation to provide you or your users with support, software upgrades, enhancements, or modifications to the API ("Support"). If Existor elects at any time to provide Support, Existor may terminate Support at any time without notice to you for any or no reason.

### **11.2 Monitoring your Use of the Cleverscript API**

You agree to provide us with access to your Application and/or other materials related to your use

of the API as reasonably requested by us to verify your compliance with these Terms. You agree that we may crawl or otherwise monitor online Applications and you agree not to block or interfere with such efforts by Existor.

### 11.3 Existor Trademarks and Third-party Trademarks

The following are registered trademarks or trademarks of Existor: Existor, the Existor design logo, the Cleverscript API design logo, as well as certain other Existor trademarks, service marks, graphics, and logos (collectively, the Existor Trademarks) used in connection with the Cleverscript API Services. The Cleverscript API Services may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to Existor Trademarks or the trademarks of any third party.

## **12. Feedback**

12.1 Company will treat any feedback or suggestions you provide to Company as non-confidential and non-proprietary, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation or other duty to account. Thus, in the absence of a written agreement with Company to the contrary, you agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

## **13. Limited Relationship**

13.1 You and Existor are independent contractors, and nothing in these Terms of Use shall be construed as creating an employer-employee relationship, a partnership, or a joint venture. While you may publicly refer to the fact that you have implemented the Cleverscript API Services, you agree not make any other public statements that assert or imply any other relationship with Existor, unless you have Existor's prior written approval.

### 13.2 Existor Application Development

You understand and acknowledge that Existor may be independently creating applications, content and other products or services that may be similar to or competitive with your Application and its content, and nothing in this Agreement will be construed as restricting or preventing Existor from creating and fully exploiting such applications, content and other items, without any obligation to you.

## **14. Privacy Policy**

14.1 Unless otherwise addressed in this Agreement, the Cleverscript API Services are subject to Existor's Privacy Policy, that can be found at [www.cleverscript.com/about/privacy/](http://www.cleverscript.com/about/privacy/) and that by reference is made a part of this Agreement. It is important that you read and understand the terms of Existor's Privacy Policy. Existor may cooperate with and disclose information (including your Account Information) to any authority, government official or third-party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement due to your use of the Cleverscript API Services.

#### Indemnification

You agree to hold harmless and indemnify Existor, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the Cleverscript API Services, use of Cleverscript API & Existor Brand & Links, violation of these Terms of Use or other actions connected with use of Existor services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Existor will provide you with written notice of such claim, suit or action.

### **15. Liability Limitations**

15.1 Under no circumstances shall Existor be liable to any user on account of that user's use or misuse of Cleverscript API. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, even if Existor has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Cleverscript API, from inability to use the Cleverscript APIs, or from the interruption, suspension, or termination of the Cleverscript API (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law. Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you.

### **16. Usage Limitations**

16.1 Existor may limit the number of network calls that your Application may make via the API, and/or the maximum file size, and/or the maximum Content that may be accessed, or anything else about the API and the Content it accesses as Existor deems appropriate in its sole discretion. Any suggested usage limits, expressed in writing or verbally by Existor, change such at any time and without notice. In addition to its other rights under these Terms and Service Conditions,

Existor may utilize technical measures to prevent over usage and/or stop usage of the API by an Application after any usage limitations are exceeded.

## **17. Termination or Suspension of Access.**

17.1 Existor has the right to, at Existor's sole discretion: a) refuse to provide the Cleverscript API Services to you, if it in Existor's reasonable opinion violates this agreement or is in any way harmful or objectionable, or; (b) immediately terminate or deny access to and use of the Cleverscript API Services to any individual or entity for any reason.

We shall not be liable to you or any third party for any such termination, suspension or restriction.

## **18. Modifications**

18.1 We reserve the right to modify, suspend or discontinue or make backwards-incompatible changes to this API or Services, or any portion hereof at any time with or without notice. We reserve the right to require you to obtain and use specific versions of the API or Services. We shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

## **19. Accuracy of Information.**

19.1 While we use reasonable efforts to furnish accurate and up-to-date information, we do not warrant that any information contained in or made available through this Site or the Services is accurate, complete, reliable, current or error-free. We assume no liability or responsibility for any errors or omissions in the content of the Site, the Services, or such other materials or communications.

## **20. Miscellaneous**

20.1 You acknowledge and agree that all the covenants contained herein are separable and should any such covenant or portion thereof be rendered or declared illegal, invalid or unenforceable by a court of competent jurisdiction, the invalidation of such covenant or portion thereof shall not invalidate the remaining portions or covenants, and they shall remain binding and enforceable.

**EXHIBIT A**  
**CERTAIN DEFINITIONS.**

**1.1. “Affiliate”** means any individual or company which controls, is controlled by or is under common control with the applicable party, where “control” means the power to control the composition of the board of directors of such party (whether by contract, corporate law or other means), the possession of half or more of the voting equity share capital of such party or the ability to consolidate such company’s financial statements with those of the party in accordance with generally accepted accounting principles.

**1.1. “Derivative Work”** means: (a) without limitation, any work, product, service, improvement, supplement, modification, alteration, addition, revision, enhancement, new Version, new edition, remake, sequel, translation, adaptation, design, plot, theme, character, story line, concept, scene, audio-visual display, interface element, aspect, material and documentation, in any medium, format, use or form whatsoever, whether now known or unknown (including, but not limited to, sound recordings, phonorecords, computer-assisted media, games, books, magazines, periodicals, merchandise, animation, home videos, radio, motion pictures, cable and television), that is derived in any manner, directly or indirectly, from the Licensed Property or any part or aspect thereof (including, without limitation, any Work Product) or that uses or incorporates any Licensed Property or any part or aspect thereof (including, without limitation, any Work Product); (b) any “derivative work” of the Licensed Property or any Work Product as defined in the Copyright Law of the U.S., Title 17 U.S.C. § 101 *et seq.* (the “**Copyright Law**”); and (c) any material or documentation related to any of the foregoing.

**1.1. “Intellectual Property Rights”** means any and all tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights (b) rights in and relating to the protection of trademarks, service marks, trade names, goodwill, rights in packaging, rights of publicity, merchandising rights, advertising rights and similar rights, (c) rights in and relating to the protection of trade secrets and confidential information, (d) patents, designs, algorithms and other industrial property rights and rights associated therewith, (e) other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated) relating to intangible property that are analogous to any of the foregoing rights (including, without limitation, logos, character rights, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise, (f) registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force and throughout the universe (including, without limitation, rights in any of the foregoing), and (g) rights in and relating to the sole and exclusive possession, ownership and use of any of the foregoing throughout the universe, including, without limitation, the right to license and sublicense, franchise, assign, pledge, mortgage, sell, transfer, convey, grant, gift over, divide, partition and use (or not use) in any way any of the foregoing now or hereafter (including, without limitation, any claims and causes of action of any kind with respect to, and any other rights relating to the enforcement of, any of the foregoing).

**1.1. “Mobile Device”** means a portable consumer electronics device, capable of use with a cellular data network, that employs an operating system identified as a Target Platform. For the avoidance of doubt, Mobile Devices include tablets (e.g., iPad, Microsoft Surface, Amazon Fire tablet).

**1.1. “Object Code”** means the executable computer code after compilation or assembly, in a form capable of execution on the applicable Target Platform(s).

**1.1. “Source Code”** means the human-readable code of the Title, including programmers' comments, data files and structures, header and include files, macros, object libraries, programming

tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable an independent third party programmer with a high level of programming skills to create the Object Code and to modify the Object Code without the help of any other person.

**1.1. “Termination Date”** means the date upon which any termination of this Agreement, for any reason whatsoever (including expiration in accordance with the terms hereof due solely to the passage of time), becomes effective.

**1.1. “Chatbot”** means each interactive audio-visual work described in the Commercial Terms of this Agreement, for the Target Platform (including, without limitation, all related art, characters, animation, sound, music, text, and other elements, collectively in the form in which it is distributed to the end user). Unless the context requires a contrary interpretation, as used in this Agreement, “Title” also includes all computer software, both in Source Code and Object Code forms, which constitutes the programs, data files, modules, routines and objects of the **“Chatbot”**.

**1.1. “Unit(s)”** means, in the singular and as the context may require, a single package or copy of a Version of the Title, and in the plural and as the context may require, multiple packages or copies of such Title.

**1.2. “Version”** means a version of the Title implemented in a particular language on a particular Target Platform.

**1.1. “Work Product”** means, excluding the Existor Materials, any and all existing or to-be-developed parts, components, elements, portions, modifications, add-on content, or aspects of the Licensee Materials or other materials incorporating any element of the Licensed Property, whether created by Existor or persons and entities rendering services in connection with the Title, in each case including all physical embodiments thereof, and including, without limitation, any and Promotional Material, and any constituent portion and element of the foregoing (including, without limitation, all movie sequences and all original music, whether in the form of a score or incidental music, composed, arranged or prepared for any such Title and all original artwork produced for such **“Chatbot”**).

