

PARTICIP8, INC.

SOFTWARE AS A SERVICE AGREEMENT

Provider:	Particip8, Inc.
Provider Address:	Telliskivi tn 60a/5, Tallinn,10412, Estonia
Provider Primary Contact:	Daniel Mashiter
Provider Email:	dan@alvin.ai
Subscriber:	NEXT TO YOU B.V.
Subscriber Address:	Kaya Richard J. Beaujon, z/n Curacao
Subscriber Contact:	Adrian Serville
Subscriber Email:	adrian.s@tlf.com
Effective Date:	24 February, 2025

This SOFTWARE AS A SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date by and between Particip8, Inc., a Delaware corporation with a usual place of business at the address set forth above ("Provider"), and **NEXT TO YOU B.V.**, a corporation with a usual place of business at the address set forth above ("Subscriber"), and consists of this signature page and the attached Terms and Conditions, Schedules, and any and all other documents attached hereto, all which are incorporated in full by reference herein. Company and Subscriber are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

NEXT TO YOU B.V. ("Subscriber")

Particip8, Inc. ("Provider")

Gouloud Hammoud

By:_____

Name: Gouloud Hammoud obo Global Related Services B.V.

Title: Statutory Director

Daniel Mashiter

By:_____

Name: Daniel Mashiter

Title: President

TERMS AND CONDITIONS

PARTICIP8, INC.

SOFTWARE AS A SERVICE AGREEMENT

1. SERVICES

- 1.1 The Services. Provider agrees (i) to license to Subscriber use of Provider's hosted proprietary digital online solutions and provide all other services necessary for productive use of such software solutions, including integration, user identification and password change management, data import/export, monitoring, technical support and maintenance. The software solutions and all services performed by Provider hereunder shall collectively be referred to herein as the "Services". This Agreement shall remain in effect unless terminated as provided for herein.
- 1.2 Authorized Users. Provider grants Subscriber a renewable, nonexclusive, royalty-free, and worldwide right for such number of Subscriber's employees, contractors or agents, or any other individuals authorized by Subscriber (each, an "Authorized User") to access and use the online Services.
- 1.3 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Provider. The Services (including data storage), shall be provided solely from within the continental United States or the European Union and on computing and data storage devices residing therein.
- 1.4 Documentation. The Services are provided in accordance with the documentation provided by Provider to Subscriber at console.alvin.ai (the "Documentation").
- 1.5 Changes in Functionality. During the term of this Agreement, Provider may from time to time fix or upgrade the software comprising the Services so as to enhance its functionality. Subscriber shall have access to such enhanced functionality without any increase in the Services Fees.

2. SUPPORT; MAINTENANCE; ADDITIONAL SERVICES

- 2.1 Technical Support. Provider shall provide the Technical Support via email and Slack (or other program with similar functionality). The Services Fees shall be inclusive of the fees for the Technical Support.
- 2.2 Maintenance. Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure that: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; and (b) the Services work with the then-current version and the three prior versions of Google Chrome and Safari Internet browsers. The Service Fees shall be inclusive of the fees for maintenance.
- 2.3 Required Notice of Maintenance. Unless as otherwise agreed to by Subscriber on a case-by-case basis, Provider shall provide no less than thirty (30) day's prior written notice to Subscriber of all non-emergency maintenance to be performed on the Services. Any such notice may set forth a recurring maintenance schedule.

For emergency maintenance, Provider shall provide as much prior notice to Subscriber as commercially practicable and shall provide a detailed description of all emergency maintenance performed no greater than three (3) business days following the implementation of the emergency maintenance.

3. TERM AND TERMINATION; RENEWALS

- 3.1 Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless terminated earlier in accordance with the terms set forth herein, this Agreement shall automatically renew on a month-to-month basis (each, a “Renewal Term”) until such time as a party provides the other party with written notice of termination; provided, however, that: (a) such notice be given no fewer than fifteen (15) calendar days prior to the last day of the then-current Renewal Term, time being of the essence; and, (b) any such termination shall be effective as of the last day of the then-current Renewal Term.
- 3.2 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party’s sole satisfaction, within fifteen (15) calendar days after written notice of the breach. In cases of fraud, insolvency, or other severe misconduct, termination shall be effective immediately upon written notice.
- 3.3 Payments upon Termination. Upon the termination of this Agreement, Subscriber shall pay to Provider all amounts due and payable hereunder, if any. This Section shall survive termination of this Agreement.
- 3.4 Return of Subscriber Data. Upon the termination of this Agreement and payment of any amounts due under Section 3.3 above, Provider shall, within five (5) business days following the termination of this Agreement, return the Subscriber Data to Subscriber, and thereafter shall destroy any Subscriber Data within the possession or control of Provider. This Section shall survive the termination of this Agreement.

4. FEES; BILLING

- 4.1 Definition of Demonstrated Cost Savings “*Demonstrated Cost Savings*” means the reduction in Subscriber’s costs directly attributable to Provider’s technology and services, as measured by comparing actual incurred costs with the expected costs that would have been incurred without Provider’s services, using a mutually agreed methodology set forth in Schedule A.
- 4.2 Service Fees. Subscriber shall pay Provider a fee equal to the percentage of Demonstrated Cost Savings set forth in Schedule A (“Service Fees”). Provider shall automatically track cost savings throughout each calendar month and invoice Subscriber at the end of the month based on the Demonstrated Cost Savings for that period.

If Subscriber fails to pay the Service Fee when due, and such failure continues for a period of fifteen (15) days after the due date, then at Provider’s option, the outstanding balance shall bear interest from the due date through and including the actual date of payment at the lesser of: (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the maximum rate allowed by law.

- 4.3 Billing Procedures. Unless otherwise provided in Schedule A, Provider shall issue invoices to Subscriber at the end of each calendar month. Each invoice shall include:
- (i) The total Demonstrated Cost Savings for the month;
 - (ii) The fee percentage (as set forth in Schedule A);
 - (iii) The calculated fee;
 - (iv) Any applicable taxes; and
 - (iv) The total amount due.

At Subscriber’s request, Provider shall forward invoices in a printable electronic format to an email address provided by Subscriber.

- 4.4 Taxes. Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Provider acknowledges and agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for or on account of the Services being provided by Provider hereunder. In addition to any other amounts payable by Subscriber hereunder, Subscriber shall be responsible for and shall pay any and all applicable sales taxes, use taxes, ad valorem taxes or other similar taxes in the nature thereof in connection with the Services being provided by Provider hereunder; provided, however, that in no event shall Subscriber be responsible for the payment of any taxes payable on Provider's revenue, profits or income.
- 4.5 Non-binding Terms. Any terms and conditions included in a Subscriber purchase order or a Provider invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the Parties.
- 4.6 Records. Provider shall maintain accurate records of all fees billable to, and payments made by, Subscriber for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Provider shall survive the termination of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Mutual Warranties. Each of Subscriber and Provider represent and warrant that:

- (i) it is a business duly incorporated or formed, validly existing, and in good standing under the laws of its state of incorporation or formation;
- (ii) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- (iii) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- (iv) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and
- (v) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

- 5.2 Provider's Warranties. Provider represents and warrants that:

- (i) it is the lawful owner or licensee of the Services (excluding any Subscriber Data processed therein or resulting therefrom) and has all the necessary rights in the Services to grant the use of the Services to Subscriber;
- (ii) the Services do not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third party.
- (iii) it shall maintain in force written agreements with any third party whose intellectual property is incorporated into the Services or which is necessary for the performance of the Services, if any, for the term of this Agreement;

(iv) the Services are free of any mechanism which may disable the Services, and that no loss of Subscriber Data will result from such items if present in the Services; and

(v) the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation.

6. SUBSCRIBER DATA

- 6.1 Ownership. Subscriber's data ("Subscriber Data") shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's name, e-mail address, place of employment, title and similar information. Subscriber acknowledges that Provider does not need any PII that could be used in any scheme of identity theft to provide the Services hereunder, and Subscriber agrees that it shall not provide or include in Subscriber Data provided to Provider hereunder any PII that could be used in any scheme of identity theft, including without limitation any individual's social security number or other government-issued identification number, date of birth, home address, credit card number or other credit card information, bank account or debit card number or other bank account or debit card information, or an individual's name in combination with any other of such prohibited information. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.
- 6.2 Use of Subscriber Data. Provider is hereby granted a revocable, non-exclusive license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data to the extent necessary in providing the Services. Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services pursuant to this Agreement; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.
- 6.3 Backup and Recovery of Subscriber Data. As a part of the Services, Provider shall maintain a backup of Subscriber Data for an orderly and timely recovery of such data in the event that the Services may be interrupted. Subscriber shall maintain adequate backups of any Subscriber Data uploaded by Subscriber into the software modules comprising the Services.
- 6.4 Security and Safeguards. Provider shall maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, loss, unauthorized access or alteration of Subscriber Data in the possession or under the control of Provider or to which Provider has access, which are: (i) no less rigorous than those maintained by Provider for its own information of a similar nature; (ii) adequate to meet the requirements of applicable laws.
- 6.5 Breach of Data Security. In the event Provider discovers or is notified of a breach or potential breach of security relating to Subscriber Data (or Provider systems containing Subscriber Data), which has been given to Provider or a Provider subcontractor (or to which either has access), Provider shall notify Subscriber (with notice to be provided telephonically and/or by email) of such breach or potential breach as soon as practicable (and in any event, within twenty four (24) hours after discovering or learning of a suspected or actual breach), including any of the following:
- (i) suspected breaches and compromises of Subscriber Data or Provider's Systems or networks that directly or indirectly support Subscriber Data;

(ii) termination of any Provider personnel for cause, where related to such Provider personnel's potential, suspected or actual misuse or compromise of Subscriber Data or Provider's or its subcontractor's systems or networks that directly or indirectly support Subscriber Data; and

(iii) any law enforcement or administrative investigation or inquiry into suspected misuse or abuse of Provider's or its subcontractor's systems or network that directly or indirectly support Subscriber Data.

- 6.6 **Incident Response and Remedial Action.** In the event of an actual or suspected breach of security related to Subscriber Data, Provider agrees to promptly: (i) investigate such breach or potential breach; (ii) use commercially reasonable efforts to cure such breach or potential breach; (iii) restore any lost or damaged data from backup copies maintained by Subscriber, using generally accepted data restoration techniques; and (iv) conduct a computer forensic analysis and provide Subscriber with a summary of the findings, and the actions taken to prevent recurrence of such breach or potential breach.

7. **CONFIDENTIAL INFORMATION**

- 7.1 **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Subscriber Data shall be deemed to be Confidential Information.
- 7.2 **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement and who are bound by written confidentiality and non-disclosures agreements containing terms in substance identical to the provisions of this Section 7. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 7.3 **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available to such party.
- 7.4 **Surrender of Confidential Information upon Termination.** Upon termination of this Agreement, each party shall, within five (5) business days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should either party determine that the return of any Confidential Information is not feasible, such party shall destroy such Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

8. **PROPRIETARY RIGHTS**

- 8.1 Pre-existing Materials. Subscriber acknowledges that the Services utilize Provider's proprietary software and related processes, instructions, methods, and techniques that have been previously developed by Provider (collectively with the Services, the "Provider Intellectual Property") and that the same shall remain the sole and exclusive property of Provider, including any and all improvements and enhancements thereof.
- 8.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information, the Provider Intellectual Property or Subscriber Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest in the Confidential Information, the Provider Intellectual Property or the Subscriber Data except as expressly provided herein or except as may be provided under a separate license specifically applicable to such Confidential Information, Provider Intellectual Property or Subscriber Data.
- 8.3 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. **INDEMNIFICATION; LIMITATION OF LIABILITY**

- 9.1 Provider's Proprietary Rights Indemnification. Provider shall, at its own expense, indemnify, defend and hold Subscriber harmless from any claim, demand, action, allegation or cause of action brought against Subscriber alleging that the Services infringes any patent, copyright, trade secret or other proprietary right of any third party, and shall pay any final judgments awarded or settlements entered into; provided that Subscriber gives prompt written notice to Provider of any such claim, action or allegation of infringement and gives Provider the authority to proceed as contemplated herein. Provider will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Subscriber may not settle or compromise such claim, action or allegation, except with prior written consent of Provider. Subscriber shall give such assistance and information as Provider may reasonably require, at Provider's sole cost and expense, to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, Provider may, at its sole option and expense:

- (i) procure for Subscriber the right to continue use of the Services or infringing part thereof; or
- (ii) modify or amend the Services or infringing part thereof, or replace the software comprising the Services or infringing part thereof with other software having substantially the same or better capabilities.

THIS SECTION 9.1 STATES THE ENTIRE LIABILITY OF PROVIDER WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT RELATING TO THE SERVICES.

- 9.2 Subscriber's Proprietary Rights Indemnification. Subscriber shall, at its own expense, indemnify, defend and hold Provider harmless from any claim, demand, action, allegation or cause of action brought against Provider alleging that the Subscriber Data infringes any patent, copyright, trade secret or other proprietary right of any third party, and shall pay any final judgments awarded or settlements entered into; provided that Provider gives prompt written notice to Subscriber of any such claim, action or allegation of infringement and gives Subscriber the authority to proceed as contemplated herein. Subscriber will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Provider may not settle or compromise such claim, action or allegation, except with prior written consent of Subscriber. Provider shall give such assistance and information as Subscriber may reasonably require, at Subscriber's sole cost and expense, to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, Subscriber may, at its sole option and expense:

- (i) procure for Provider the right to continue use of the Subscriber Data or infringing part thereof; or

(ii) modify, amend or replace the Subscriber Data or infringing part thereof.

THIS SECTION 9.2 STATES THE ENTIRE LIABILITY OF SUBSCRIBER WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT RELATING TO SUBSCRIBER DATA

- 9.3 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD, AND PROVIDED, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION AS SET FORTH IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. GENERAL

- 10.1 Relationship between Parties. Each party represents and warrants that it is an independent contractor with no authority to contract for the other party or in any way to bind or to commit the other party to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other party. Under no circumstances shall either party, or any of its employees, consultants and agents, hold itself out as or be considered an agent employee, joint venturer, or partner of the other party.
- 10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard for principles of conflicts of laws. Each party hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of New York in all questions and controversies arising out of this Agreement.
- 10.3 Compliance with Laws; Subscriber Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable.
- 10.4 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise specifically provided. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder.
- 10.5 Force Majeure. Except for the obligation to make payments, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, epidemics, pandemics, fire and explosions, but the inability to meet financial obligations is expressly excluded.

- 10.6 Publicity. Provider shall have the right to (i) list Subscriber's logo as a Provider customer on Provider's Web site and in Provider's marketing materials, and (ii) issue a press release and other promotional material announcing that Subscriber has become a customer of Provider; provided, however, that the wording of any such press release or announcement or use shall be approved in advance by Subscriber, which approval shall not be unreasonably withheld. Except as specifically set forth above, nothing in this Agreement shall authorize Provider to use Subscriber's trademarks, copyrights or other intellectual property in connection with any marketing or for any other purposes.
- 10.7 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 10.8 Notices. Any notice, report, approval or consent required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by email with receipt confirmation requested, or (c) sent by overnight air courier, in each case forwarded to the appropriate address set forth on the cover page hereof to the attention of the appropriate notice party. Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after posting or one (1) day after (i) delivery to an overnight air courier service or (iii) the moment of transmission by facsimile.
- 10.9 Assignment. The provisions of this Agreement will be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature or electronic transmission of a portable document format or other image file may substitute for and have the same legal effect as an original signature.
- 10.11 Entire Agreement; Amendment. This Agreement and its attached Schedules constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Subscriber and Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.12 Section Headings. The Section headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form and the use of the masculine, feminine or neuter gender shall include the other genders.
- 10.13 Non-Solicitation. Each party acknowledges and agrees that the employees and consultants of the other party are a valuable asset to the other party and are difficult to replace. Accordingly, each party hereby agrees that from the date of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, such party will not offer employment as an employee, independent contractor, or consultant to any employee or consultant of the other party. The prohibition in this section shall not apply to any person responding to a general solicitation for employment.

SCHEDULE A

Provider Module(s) Included in the Services:

Alvin – SaaS tool providing automated BigQuery savings.

Service Fees: 30% of Demonstrated Cost Savings, billed monthly

Demonstrated Cost Savings:

Alvin will automatically track cost savings throughout each calendar month as follows:

BigQuery Pricing Model Optimization

For all queries executed via the Alvin proxy, Alvin compares the cost of running the query using the original pricing model, and the pricing model the query was routed to. The differential is the Demonstrated Cost Saving. If a query is routed to a pricing model which was more expensive than the original pricing model, the differential will be subtracted from the Demonstrated Cost Savings.

Query Rewriting to Increase Cache Hits

For all queries rewritten and then executed via the Alvin proxy, Alvin considers the execution cost of any query that hits the BigQuery cache as a result of the rewrite Demonstrated Cost Saving. The execution cost of the query is determined by the cost of the query that created the cached version of the data.

New Optimizations

If new optimizations are introduced, the subscriber will be given the chance to opt-in, and they will be charged at the same percentage of Demonstrated Cost Savings.

Example:

The full month of March is complete. Demonstrated Cost Savings are calculated at \$10,000 in March. Service fee is 30% of \$10,000 = \$3,000. Company issues an invoice to the Subscriber for \$3,000.

Initial Term Start Date: 1st February, 2025

Payment Terms: Net 30 days from invoice date

Support Service Levels: Provider shall use its commercially reasonable and diligent efforts to respond to reports of Errors and provide Error Corrections or Workarounds in accordance with the following table during Support Hours:

Priority	Initial Response	Progress Updates	Target Error Correction Or Workaround
System inaccessible	1 hours	Every 1 hour	1 business day
System inoperative	2 hours	Every 1 hour	1 business day

Signature Certificate

Reference number: X5JYE-FFTXO-PCA5O-DVXKI

Signer

Timestamp

Signature

Dan Mashiter

Email: dan@alvin.ai

Sent:

24 Feb 2025 17:07:37 UTC

Signed:

24 Feb 2025 17:07:37 UTC

Daniel Mashiter

IP address: 84.247.41.112

Location: Edinburgh, United Kingdom

Gouloud Hammoud

Email: gouloud@gfcgroup.co

Sent:

24 Feb 2025 17:07:37 UTC

Viewed:

24 Feb 2025 18:09:09 UTC

Signed:

25 Feb 2025 15:04:23 UTC

Gouloud Hammoud

Recipient Verification:

✓ Email verified

24 Feb 2025 18:09:09 UTC

IP address: 190.13.123.86

Location: Willemstad, Curaçao

Document completed by all parties on:

25 Feb 2025 15:04:23 UTC

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