

Order Form

Customer:	Contact:
Address:	Phone:
City, State, Zip:	E-Mail:
<p>Services Fees: \$0 for trial month then</p> <p><u>CSAT.AI QA: Reports AFTER each engagement</u></p> <p><input type="checkbox"/> Less than 100 agents \$19.45/agent/month</p> <p><input type="checkbox"/> 100 agents or more \$14.45/agent/month</p> <p><u>CSAT.AI CX: Reports DURING each engagement</u></p> <p><input type="checkbox"/> Less than 100 agents \$29.45/agent/month</p> <p><input type="checkbox"/> 100 agents or more \$24.45/agent/month</p>	<p>Initial Service Term: One Month Free Trial</p> <p>Followed by one month of services at regular price paid at the end of free trial. Subscription automatically renews at the end of each cycle until canceled.</p>
<p>Implementation Services: Navedas (“Navedas,” “We,” “we,” “Us,” “Our” or “our”) will provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Navedas the Implementation Fee in accordance with the terms herein.</p> <p>Implementation Fee (one-time): \$ <u> 0 </u> For out of the box service with no or minimal customization. Quote for additional customization is available upon request.</p>	
<p>Trial Use: In connection with trial/evaluation use of stated product(s): (1) no fees will apply, (2) the Services are provided “AS IS” and no warranty obligations of Navedas will apply, and (3) Customer may terminate this Agreement and all of its rights hereunder by providing Navedas written notice thereof; otherwise, this Agreement shall continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement).</p> <p>Trial Start Date: _____ Trial Period: Thirty <u> (30) </u> days _____</p> <p>Trial Number of agents: _____ Standard Use start date: _____</p> <p>Trial Use Fee: \$0 (Zero)</p> <p>*Additional agents added in subsequent agreements will not affect this discounted rate of trial period for number of agents provided herein.</p>	

This agreement (the “Agreement”) includes this cover page, the attached Terms and Conditions and shall be effective upon the date of last signature below.

_____.	Navedas
By: _____	By: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

1. CSAT.AI SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Navedas will provide Customer the Services as subject to this Agreement. As part of the registration process, Customer will identify an administrative user name and password for Customer's Navedas account.

1.2 Subject to the terms hereof, Navedas will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

1.3 Modifications. You acknowledge that Navedas may modify the features and functionality of the Services during the Subscription Term. Navedas shall provide you with commercially reasonable advance notice of any change deprecation of any material feature or functionality, and if any such change is implemented, Customer may terminate this Agreement upon written notice, in which case Navedas shall promptly refund Customer and prepaid amounts corresponding to the uncompleted portion of the term of this Agreement.

1.4 Additional Features. We will notify You of applicable Supplemental Terms and/or alternate agreement prior to Your activation of any Additional Features. The activation of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate agreement where applicable; provided, however, that no Supplemental Terms shall allow Navedas to use of access and Personal Data.

2. RESTRICTIONS AND RESPONSIBILITIES USE OF SERVICES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Navedas or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, other than Customer's affiliated companies; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Navedas hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Navedas may monitor Customer's use of the Services, Company and may prohibit any use of the Services it reasonably believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

2.5 Login Management. Subject to any limitation on the number of individual Agents available under the applicable Service Plan(s) to which You subscribed, access to and use of the Services is restricted to the specified number of individual Agents permitted under Your subscription to the applicable Service. You agree and acknowledge that each Agent Login shall only be used by one (1) designated individual Agent. You further agree and acknowledge that an Agent Login cannot be shared or used by more than one individual, but that Agent Logins may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services. You and Your Agents are responsible for maintaining the confidentiality of all Agent Login information for Your Account. Absent a written license from Navedas expressly stating otherwise, You agree and acknowledge that You may not use the Services, including but not limited to the API, to circumvent the requirement for an individual Agent Login for each individual who (a) leverages the Services to interact with End-Users; (b) Processes data related to interactions with End-Users; or (c) Processes data related to interactions originating from a Third Party Service that provides functionality similar to functionality provided by the Services and which would, pursuant to this Agreement, require an individual Agent Login if utilizing the Services for such interaction. Should Navedas discover that Your use of a Navedas Service is in excess of the number of individual Agents for which you’ve subscribed Navedas reserves the right to charge You, and You hereby agree to pay for, said usage by additional individual Agents at the per-Agent rate charged to you.

2.6 Content and Conduct. In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree to abide by the *customer service platform’s (ie. Zendesk) user Content and Conduct Policy* available on their Website, which is hereby incorporated into this Agreement. Further, in Your use of the Services You agree not to (a) use the Services to Process data on behalf of any third party other than Agents or End-Users; (b) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (c) use the Services in any unlawful manner, including, but not limited to, violation of any person’s privacy rights; (d) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, other forms of duplicative or unsolicited messages, or messages that directly or indirectly support pyramid schemes or other fraudulent activities; (e) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that you know infringes on any person’s intellectual property rights; (f) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (g) use the Services to knowingly post, transmit, upload, link to, send or store any content that is (or directly or indirectly supports activities that are) unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (h) use the Services to store or transmit any “protected health information” as defined in 45 C.F.R. 160.103 provided that You are a “business associate” or “covered entity” as defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by Navedas; (i) use the Services to knowingly post transmit, upload, link to, send or store any Malicious Software; (j) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or (k) attempt to use, or use the Services in violation of this Agreement.

3. CONFIDENTIALITY; NON DISCLOSURE; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Confidential Information” of the Disclosing Party). Proprietary Information of Navedas includes non-public information regarding features, functionality and performance of the Service. Confidential Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in the performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information.

3.2 Each Party will protect the other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party’s Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 3 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

3.3 The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.4 Customer shall own all right, title and interest in and to the Customer Data. During the trial period, Customer may request, in writing (email to suffice), that Customer Data be deleted. After the trial period and unless Customer has entered into a commercial agreement for the continued use of the Services, all Customer Data shall be deleted by Navedas upon expiration or termination of this Agreement, and Navedas shall confirm in writing that it has done.. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. (d) Words that are necessary to provide keyword tagging to increase products’ utility to customer. (e) reviews of our products made by the customer.

3.5 Notwithstanding anything to the contrary, Navedas shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom but not the Customer Data itself) (collectively, “Service Data”), and Company will be free (during and after the term hereof) to (i) use such information and data (other than the Customer Data itself) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data (other than the Customer Data itself) solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.6 Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Service Data in the normal course of operation. Service Data cannot be recovered once Your Account is cancelled.

3.7 No Sale of Service Data. Navedas will never sell, rent, or lease Your Customer Data or Service Data to any third party. We will not share Your Customer Data or Service Data with third parties, except as permitted by this Agreement and in that case, solely in order to provide, secure and support the Services.

4. PRIVACY

4.1 Transfer of Personal Data. Navedas represents and warrants its systems are designed such that Personal Data (meaning “personal information” as defined under the California Consumer Privacy Act promulgated under Cal. Civ. Code §1798.100 *et. seq.* (“**CCPA**”)) is not intended to be transferred from Zendesk systems to those of Navedas. However, in the event that Personal Data is so transferred, then if Customer receives a request from a Customer subscriber that he or she elects to exercise his or her rights under the CCPA, including, by way of example, the deletion of personal information, Navedas, in its capacity as “service provider” under the CCPA, shall take such actions as directed by Customer with respect to the subscriber’s request, such as deletion of that subscriber’s personal information as included in Customer Data. Further, to the extent that Personal Data within Company Data originates from an Agent or End-User in the EEA, as further described in our DPA, We will ensure that, pursuant to Applicable Data Protection Law, if Personal Data is transferred to a country or territory outside of the EEA (a “non-EEA country”), then such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 46 GDPR (or its equivalent under any successor legislation) is satisfied; (c) the Personal Data is transferred on the basis of Service Platform Providers (ie Zendesk) approved binding corporate rules. (d) the transfer takes place pursuant to the EU-U.S. or Swiss-U.S. Privacy Shield frameworks. We will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission, which have been incorporated into the DPA.

5. FREE TRIALS

If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by You for such Service(s); or (c) termination of the trial by either You or Us, which may be done by 5 days’ advance written notice (email to suffice).. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase. **ANY CUSTOMER DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH CUSTOMER DATA, BEFORE THE END OF THE TRIAL PERIOD.**

6. BILLING, PLAN MODIFICATIONS AND PAYMENTS

6.1 Payment and Billing. All Subscription Charges are due in full upon commencement of Your Subscription Term, or, with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed, unless otherwise expressly set forth in this Agreement, an Order Form, a Statement of Work, or in Supplemental Terms, or as otherwise agreed for Usage Charges. You are responsible for providing valid and current Account information and You agree to promptly update Your Account information, including payment information, with any

changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Agents and End-Users.

6.2 Customer will pay Navedas the then applicable fees described in **Order Form** for the Services and Implementation Services in accordance with the terms therein (the “Fees”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term, with any increase not to exceed 3%. Inquiries should be directed to Company’s customer support department.

6.3 Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company’s net income.

6.4 At end of trial period, fee for the next month is due. All fees are due on the 1st day of the month. Partial month of service will be prorated at 1/30th of monthly fee per day of service.

6.5 Customer requests for changes or modifications to services will be made in writing and subject to availability.

6.6 Navedas will make available and give reasonable notice of any significant changes to any foreseeable services.

6.7 Navedas agrees to maintain industry standard physical, technical, and administrative data protection measures to prevent unauthorized access, misuse, alteration, or disclosure of Customer Data.

7. TERM AND TERMINATION

7.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form, and shall be automatically renewed on a month by month basis unless either party provides notice of its intent not to renew (email to suffice) at least ten (10) days prior to the end of the then current monthly term.

7.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer Data and other Customer information is maintained through a platform service ticketing system (ie Zendesk) and upon expiration or termination of this Agreement, Navedas shall not use or access such Customer Data or information for any purpose. All sections of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7.3 In the event that Customer wishes to engage Company for services in addition to the agents covered in the parameters of this program, the discounted price of \$0 will continue for the original number of agents for the 30 days of this trial program. Additional agents and services will be subject to pricing and fees outside of this agreement.

7.4 A Party may terminate this Agreement if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement is terminated by You in accordance with this Section 7, We will, to the extent permitted by applicable law, refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. If this Agreement is terminated by Us for your breach, You will pay any

unpaid fees covering the remainder of the Subscription Term of all Order Forms. Except for your termination for our breach, in no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

8. TEMPORARY SUSPENSION

We reserve the right to restrict functionality or suspend the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services if (a) We reasonably believe that You, Agents or End-Users have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users. This right includes the removal or disablement of Service Data in accordance with our policies or in adherence to the policies provided by the Platform Service provider (ie Zendesk). Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

9. WARRANTY AND DISCLAIMER

9.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, NO WARRANTIES ARE MADE BY COMPANY FOR ANY TRIAL PERIOD.

9.2 HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND NEITHER PARTY PROVIDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY; INDEMNIFICATION

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, FOR INDEMNIFICATION OBLIGATIONS, OR FOR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE (COLLECTIVELY, THE "EXCLUSIONS"), NEITHER PARTY NOR IT SUPPLIERS, OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Each party shall defend and indemnify the other party, and the other party's officers, directors, employees, attorneys, and agents (collectively, the "Indemnified parties") from and against any and all damages awarded or paid in settlement of any third party claim, to the extent alleging, arising from, or relating to: (a) the party's breach of this Agreement; and/or (b) the party's gross negligence or willful misconduct (each a "Claim"). The indemnification obligations above are contingent on the Indemnified party: (a) promptly notifying the indemnifying party in writing of any Claim; provided, however, that the Indemnified party's failure to provide such prompt notice will not release the indemnifying party from its indemnification obligations, except to the extent the indemnifying party is materially prejudiced thereby; (b) allowing the indemnifying party the right to have sole control of the investigation, defense, and settlement of the Claim; and (c) providing the indemnifying party, at the indemnifying party's expense, with any reasonable assistance needed to defend or settle the Claim. The indemnifying party may settle a Claim or consent to the entry of judgment with respect to a Claim without the Indemnified party's prior written consent provided that the judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the Indemnified party, does not include any admission of liability or responsibility, and includes an unconditional release of the Indemnified parties. Otherwise, the Claim may not be settled without the Indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. The Indemnified party shall have the option, at its expense, to participate in the defense or settlement of the Claim with counsel of its own choosing.

IN ALL CASES, NEITHER PARTY, NOR ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent; provided, however, that either party may transfer and assign any of its rights and obligations under this Agreement without consent pursuant to a merger, acquisition, or other corporate reorganization or the sale of substantially all of its assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Except as expressly set forth herein, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

11.2 Force Majeure. No party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice within 3 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.



11.3 Intentionally Omitted.

11.4 No Competitive Access. You may not access the Services if You are a direct competitor of Navedas, except with Naveda's express prior written consent. You may not access the Services for competitive purposes.

11.5 The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Statement of Work

Analyze Customer Service interactions via email and/or chat within ZENDESK platform using CSAT.AI as an extension.

Customer training via webinar.

Provide administrative dashboard

Custom development work (not included but available for possible additional fee to be determined upon request)

Services: CSAT.AI Evaluates Customer Satisfaction Scores using Artificial Intelligence. CSAT.AI scores Customer Service Agents' (CSAs) engagements based on their responses to questions: If the questions have been answered true/false. A true answer will then be further analysed for completeness. CSAT.AI is an extension to pre-existing customer service platforms (ex. Zendesk, Kustomer, etc.). An optional graphic appears on the CSA's screen depicting various metrics. CSAT.AI analyzes each metric, depending on individual product.

CSAT.AI Quality Assurance (QA) analyzes CSA conversations at the end of each engagement.

CSAT.AI Customer Experience (CX) analyzes conversations in real-time as each sentence is ended with a punctuation mark.

Each metric corresponds to boxes checked showing the score to CSA and/or Administrator (Admin).

Admin screen shows Administrators how the CSAs fare across many metrics in relation to each other.

Admin screen also shows harassment of agents by customers.

Currently, supported channels of engagements are chat and email.

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via telephone, messaging service (slack), and/or email from 7am - 7pm Pacific Time, Monday through Friday.

Customer may initiate a helpdesk ticket during Support Hours by calling 1 (323) 380-8555 or email: support@csat.ai (24/7).

Company will use reasonable efforts to respond to all Helpdesk tickets within one (1) business day.