

AI Bot: License Agreement

THIS AGREEMENT is between the following parties (each a Party and together the Parties):

PARTIES

- (1) ***Fly My Cloud Limited***, a company incorporated in *England and Wales* whose registered company number is 09756179 and whose registered office is at *71-75 Shelton Street, Covent Garden London UK WC2H 9JQ* (the Provider); and
- (2) The Customer, the entity based in the United Kingdom agreeing to these terms. If an entity is accepting these terms on behalf of the Customer, the entity represents and warrants that: (i) they have full legal authority to bind Customer to this Agreement; (ii) they have read and understood this Agreement; (iii) they are resident in the UK for tax purposes; and (iv) they agree, on behalf of Customer, to this Agreement. If an entity does not have the legal authority to bind the Customer, they should not select the checkbox to accept these terms.

This Agreement governs the Customer's access to and use of the Service.

Recitals

- A. The Customer understands that the AI Bot is in beta stage and may not perform as expected.
- B. The Customer understands that the AI Bot is a statistical tool and may not be accurate all the time.
- C. The Provider makes no guarantees about the accuracy of the Automated PR Agent.
- D. The Provider offers no warranties on the AI Bot as it is still in beta stage.
- E. This Agreement is effective as of the date Customer selects the checkbox to accept the Agreement (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that you have full legal authority to bind Customer to this Agreement.

1. General

1.1. Interpretation

Unless otherwise provided:

1.1.1. each gender includes the others;

1.1.2. the singular includes the plural and vice versa;

1.1.3. references to clauses, Schedules or Appendices are to clauses, Schedules or Appendices of this Agreement;

1.1.4. references to this Agreement include its Schedules and Appendices, as amended from time to time;

- 1.1.3.references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.1.6.‘including’ means including without limitation;
- 1.1.7.general words are not limited by example;
- 1.1.8.clause headings do not affect their interpretation;
- 1.1.9.a document is in agreed terms if Customer has purchased this plan from the Provider’s website (www.flymycloud.com);
- 1.1.10.references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof;
- 1.1.11.‘writing’ includes manuscript, telexes, facsimiles, emails, communications in Braille and other permanent forms.

2 New Applications and Services

- 2.1. The Provider may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "Services" definition from time to time, the use of which may be contingent upon Customer’s agreement to additional terms.

3. Charges and payment

- 3.1. In consideration of the Provider providing the Services in accordance with this Agreement, the Provider will automatically deduct the following charges from the Customer using the payment details provided by the Customer:
 - 3.1.1. the License fee as provided in Schedules 1; and
 - 3.1.2. any Additional Charges as provided in Schedules 1;
 - 3.1.3. For the avoidance of doubt, the License fees and Additional Charges are applied based on the plan selected by the Customer after they have registered for the Services on the Provider’s Website.
- 3.2. For the avoidance of doubt, the Customer is obligated to pay all applicable Fees without any requirement for the Provider to provide a purchase order number on the Provider’s invoice (or otherwise).
- 3.3.VAT will be charged in addition to all Charges (where eligible) and will be payable by the Customer.
- 3.4. In order to use any of the Services the Customer agrees to have add a payment card (credit or debit) to their account or arrange for signed a Direct Debit mandate to be activated on their account, so that the Charges and Payments may be deducted automatically from their account.
- 3.5. The Customer is responsible for any Taxes, and Customer will pay The Provider for the Services without any reduction for Taxes. If the Provider is obligated to collect or pay Taxes, the Taxes will be collected from the Customer, unless Customer provides the Provider with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments

to the Provider, Customer must provide the Provider with an official tax receipt or other appropriate documentation to support such withholding. If required by law, the Customer will provide the Provider with such tax identification information that the Provider may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse the Provider for) any taxes, interest, penalties or fines arising out of any mis-declaration by the Customer.

3.6. Payment of Charges will be made by such means as the Provider directs, including online transfer or web based payment, at the cost of the Customer.

3.7. In the event that the Customer delays or withholds payment for the Services for any reason, the Provider may suspend the Services or terminate the Agreement.

3.8. The Provider may, without limiting its other rights, charge interest on any sums due but not paid in full by the due date, at 7% per annum above the Bank of England base rate from time to time in force.

3.9. Interest will accrue on a daily basis, and shall apply from the due date for payment until actual payment in full, whether before or after judgment.

3.10. To the fullest extent permitted by law, the Customer waives all claims relating to Fees unless claimed within thirty days after charged (this does not affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of the Provider and will only be in the form of credit for the Services. Nothing in this Agreement obligates the Provider to extend credit to any party.

4. Intellectual Property and Licences

4.1. All Intellectual Property Rights associated with the AI Bot are the property of the Provider

4.2. The Customer grants to the Provider a non-exclusive worldwide royalty-free licence to use any data associated with the performance of the Customer's Site or Application to improve the Middleware Platform.

4.3. The Customer's right to use the AI Bot is granted through a revocable license and is valid only during the term of this Agreement.

4.4. The Customer is prohibited from reverse engineering, or attempting to reverse engineer any parts of the Automated PR Agent. The Customer understands that any breach of this clause is likely to cause significant, irreparable damage to the Provider's business interests.

4.5 The Provider shall not be obliged to return to the Customer any Content, or any media containing Content or other materials provided by the Customer under this Agreement whether during or after the term of this Agreement unless specifically agreed in writing between the parties.

5. Limitation of liability

The Provider's liability under this Agreement is as set out below:

- 5.1. The Provider will not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Services, the Site and its use, the Application and its use, or otherwise, except to the extent to which it is unlawful to exclude such liability under the applicable law;
- 5.2. Notwithstanding the generality of the foregoing, the Provider expressly excludes liability for any indirect, special, incidental or consequential loss or damage that may arise in respect of the Services, the Site and its use, or in respect of equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings, regardless of whether these losses were foreseeable or advised to the Customer.
- 5.3. If any exclusion in this Agreement is invalid for any reason and the Provider is liable for loss or damage that may lawfully be limited, the aggregate liability, including any indemnities, of the Provider in any year for all claims will be limited to £1 (one pound Sterling);

6. Confidential Information

- 6.1. Neither Party will, without the other's prior consent, disclose the Confidential information of the other Party.
- 6.2. Neither Party will use the other's Confidential Information for any purpose other than for the purpose of performing this Agreement.
- 6.3. Disclosure of Confidential Information may be made to a Party's:
 - 6.3.1. officers;
 - 6.3.2. employees;
 - 6.3.3. professional advisers; and
 - 6.3.4. consultants and other agents,provided that the recipient is subject to no less obligations of confidentiality than the Party itself and the Party disclosing is responsible for compliance with the same.
- 6.4. Confidential Information does not include information that:
 - 6.4.1. is or becomes public other than by breach of this Agreement;
 - 6.4.2. was known to the other Party before this Agreement without breach of confidence;
 - 6.4.3. is independently developed by or becomes available to the other Party without using any information supplied by the first Party; or
 - 6.4.4. is required to be disclosed by law or regulatory authority. In the case of such disclosure the Party subject to such requirement shall first notify the other Party of the actual or potential requirement to disclose, if permitted to do so by law, and will comply with

the reasonable requests of the other Party as to the manner of such disclosure as far as possible and in accordance with the applicable law.

Upon termination of this Agreement all Confidential Information, upon request, each party will use commercially reasonable efforts to destroy all Confidential Information of the other party including copies of the same, relating to or supplied by a Party and which is or should be in the other Party's possession.

6.5. This clause shall remain in force for a period of two years from the date of termination of this Agreement.

7. Indemnification

7.1 Unless prohibited by law, the Customer will defend and indemnify the Provider and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from:

7.1.1 any Application, Site, Customer Data or Customer Brand Features;

7.1.2 Customer's, or Customer End Users', use of the Services in violation of this the Acceptable Use Policy; or

7.1.3 Any violation(s) of this Agreement.

7.2 The Provider does not offer any indemnities to the Customer.

8. Data protection

8.1. The Provider may store Content on any Server in any location including territories outside the European Economic Area without notice to the Customer. By using the Services, the Customer consents to this processing and storage of Content. Under this Agreement, The Provider is merely a data processor.

9. Publicity

The Provider may include Customer's name or Brand Features (which may include Customer's logo, screenshot of their Site or Application, or features of their Site or Application) in a list of the Provider's customers, online or offline promotional materials. The Provider may also verbally reference Customer as a customer of the Services. Customer hereby grants the Supplier a royalty-free licence to use the Second Party's company logo for the Supplier's marketing purposes.

10. General provisions

10.1. Time

Time is not of the essence for any time, date or period in this Agreement except as specified and except in relation to any payment terms referred to in this Agreement and the accompanying Schedules of this Agreement.

10.2. Relationship

The Parties are independent businesses and are not partners, principal and agent, or employer and employee, or in any other relationship of trust with each other.

10.3. Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control

10.4. Set-off

All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law, and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Provider to justify withholding payment of any such amount in whole or in part.

10.5 Change in Control

If a party experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) that party will give written notice to the other party within thirty days after the change of Control.

10.6 Variation

The Provider may vary these terms and conditions at any time. The Provider will notify the Customer of such changes by way of an email to the email address utilised by the customer when registering for the Client Account at <https://www.flymycloud.com/login> . If the Customer disagrees with the changes, the Customer should stop using the Services within 5 working days of the changes being notified to the Customer. Upon the expiry of the 5 working day notice period, the Customer's continued use of the Services will constitute their acceptance to the variation.

The Provider will post any modification to this Agreement to the Terms URL.

10.7 Rights of third parties

Nothing in this Agreement, save as may be otherwise expressly provided, creates any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the Parties to this Agreement.

10.8 Priority

The terms of this Agreement prevail over the Schedules and any Appendices.

10.9 Assignment and subcontracting

(i) The Customer shall not, without the Provider's prior written consent, assign or subcontract any right or obligation under this Agreement, in whole or in part, such consent not to be unreasonably withheld or delayed.

(ii) The Provider may assign or subcontract its rights and obligations, without the Customer's prior written consent, and shall promptly notify the Customer of any such assignment or subcontract.

10.10 Entire agreement

This Agreement, together with the accompanying Schedules, contains the whole agreement between the Parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each Party acknowledges that it places no reliance on, and shall have no remedy for, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

10.11 Governing law and jurisdiction

This Agreement is governed by the law of England and Wales and falls under the exclusive jurisdiction of the English *courts*.

10.12 Costs

Each Party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.

10.13 Language

10.13.1 The language of this Agreement is English. All documents, notices, waivers and other written communications between the Parties in relation hereto will be in English.

10.13.2 If this Agreement is translated, the English version will prevail.

10.14 **Severability**

The unenforceability of any part of this Agreement will not affect the enforceability of any other part. In the case of any provision that is found to be unenforceable, the Parties will promptly and in good faith negotiate a replacement provision consistent with the intent of this Agreement.

10.15 **Waiver**

10.15.1 Unless otherwise agreed, no delay, act or omission by either Party in exercising any right or remedy will be deemed to be a waiver of that, or any other, right or remedy.

10.15.2 Consent by a Party, where required, will not prejudice that Party's future right to withhold similar consent.

10.16 **Notices**

All notices must be in writing and addressed to the other party's primary point of contact. The primary point of contact for the Customer will be the email associated with the Account. The email address for notices being sent to Fly My Cloud is notices@flymycloud.com. Notices will be treated as given, and will be deemed received by email: 24 hours from delivery if no notice of delivery failure is received.

SCHEDULE 1

Charges

The charges for the Services are as follows (already discounted charges considering the beta stage):

	Start-up	SME	Enterprise
Platforms	Twitter	Twitter, Facebook	Twitter, Facebook, YouTube, Google Plus, Instagram
Number of Social Media Accounts	1	2	10
Number of comments or statuses that can be analysed (per month)	1000	100,000	1,000,000
Support Agent	No	No	Yes
Scan Level	Tweets made directly to the user account	Hashtags, Tweets, Comments	Hashtags, Tweets, Comments
Price (£ per month)	9.00	199.00	Custom (Contact Us for pricing)