MASTER AND LICENSE AGREEMENT

This Master and License Agreement is entered into by **Rasa Technologies GmbH,** with its corporate seat at Schönhauser Allee 175, Berlin/Germany, registered with the commercial register of the local court (*Amtsgericht*) of Charlottenburg under HRB 184024 B, represented by the managing directors Alexander Weidauer, Alan Nichol ("**Rasa**") and customers as entrepreneurs (section 14 BGB) in form of natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, act in exercise of their trade, business or profession as specified in the (''**Customer**''), who wish to use the software and services offered by Rasa as well as related support services.

1.   SCOPE OF AGREEMENT

1.1   Rasa has developed certain software components and programs to enable business clients to organize their daily business (for example related to customer care, lead generation, and internal processes) as described in detail on the Website and/or **in the Purchase Order** (the "**Software**").

1.2   Rasa owns the exclusive copyrights and other intellectual property rights to the Software. However, Customer is aware, that the Software also contains various open source components.

1.3   Customer wishes to obtain a license from Rasa to use the Software for the term of this Agreement.

1.4   This Agreement sets forth the general terms and conditions under which Rasa shall grant Customer a license to use the Software.

2.   DEFINITIONS & INTERPRETATION

2.1   In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"**Additional License(s)**" has the meaning as set forth in Sub-Clause 6.1;

"**Agreement**" means this Master and License Agreement as amended from time to time including all its annexes and schedules;

"**Initial Term**" has the meaning as set forth in Sub-Clause 3.1;

"**Intellectual Property Rights**" means any patents, copyright, design right, trademark, service mark, logo, database right, trade secret, patent applications, rights in inventions, know-how and/or other present or future intellectual property right of any type;

"**License**" means the license granted by Rasa to Customer according to Clause 5 hereof;

"**License Fee**" means the fee for the License as set out in the Purchase Order;

"**License Period**" has the meaning as set forth in Sub-Clause 3.2;

"**Multiplier(s)**" has the meaning as set forth in the Purchase Order;

"**Purchase Order**" means the Purchase agreed on with Technologent which defines the scope and type of the License with regard to the number of Multipliers, the License Fee, the Technical Requirements, and, as the case may be, the support and service levels as well as the date of the beginning of the Initial Term;

"**Party**" means either Customer or Rasa and "**Parties**" means Customer and Rasa together;

"**Quarter**" has the meaning as set forth in Sub-Clause 6.2;

"**Report**" has the meaning as set forth in Sub-Clause 6.2;

"**Technical Requirements**" means the technical requirements the Customer must have to use the Software;

"**Term**" means the term of this Agreement, as detailed in Sub-Clauses 3.1 and 3.2;

"**Website**" means the website www.rasa.ai and its sub-sites.

2.2   Irrespective of the definitions as set forth in Clause 2.1 above this Agreement contains further definitions.

2.3   Headings shall be ignored in interpretation.

2.4   Reference to Clauses and Sub-Clauses are to those of this Agreement.

2.5   Words importing gender shall include all genders; words denoting the singular shall include the plural; words denoting persons include incorporated and unincorporated bodies, and in each case vice versa.

2.6   Reference to any directive, statute, statutory provision or statutory instrument includes a reference to that directive, statute, statutory provision or statutory instrument together with all rules and regulations made under them and as from time to time amended, consolidated or re-enacted.

3.   COMMENCEMENT & DURATION

3.1   This Agreement will take effect from March, 12 2018 and shall last for 36 months.

4.   DELIVERY & ACCEPTANCE OF THE SOFTWARE

4.1   Rasa makes the Software in its current version available to Customer for download as set forth in detail via email.

4.2   Upon signature of this Agreement or during the trial use of the Software by Customer, Rasa will send to Customer by email access information that Customer needs for the download and use of the Software.

4.3   The Software as well as updates/upgrades shall be deemed accepted once the Customer has successfully accessed it via download for the first time.

4.4   Customer shall bear all costs and risks related to such delivery. Upon delivery of the Software, the risk of transportation (particularly the risk of accidental loss or destruction) passes to Customer.

4.5   The Software shall be installed by Customer at Customer's own cost. Customer shall notify Rasa immediately in writing of the respective installation locations of the copies of the Software as well as any change of installation locations.

5.   LICENSE; OPEN SOURCE COMPONENTS

5.1   Subject to the terms and conditions of this Agreement, and for the duration of the Term, Rasa grants Customer a non-exclusive license to use the Software, which non-exclusive license is hereby accepted by Customer (the "**License**"). The License shall be granted as non-exclusive, non-assignable, non-transferable, with no right to sub-license, worldwide limited right to use the Software. Customer is responsible for its staff's compliance with the terms of this Agreement.

5.2 The scope of the License shall be subject to and limited by the purpose set forth in the and the number of Deployments as agreed in the Purchase Order. In order to increase the number of Deployments more licenses have to be obtained subject to and in accordance with Clause 6.

5.3 As part of the License, Customer shall be entitled to make one (1) back-up copy of the Customer's data saved in the Software provided that the Customer reproduces all proprietary notices on such copy. The back-up copy must be deleted immediately upon termination of the Agreement, except for the Customer's data. Apart from that, Customer shall not be entitled to copy the Software.

5.4 The License does not include any backup, data migration, installation, configuration or support services unless individually agreed between the Parties.

5.5 Customer acknowledges that Rasa has no delivery obligation except for the obligations pursuant to Clause 4 above and will not ship copies of the Software to Customer as part of the License etc.

5.6 Nothing in this Agreement has the effect of assigning or transferring any title to intellectual property rights to Customer. Customer does not acquire any right to use the Software in excess of the scope and/or duration of the License.

5.7 To the extent the Software includes any open source software, Customer's license with respect to each item of the open source software will be governed exclusively by the applicable open source software license associated with the respective open source software, regardless of any other provisions of this Agreement. Without limiting the foregoing sentence, Customer recognizes that the only warranties and representations respecting the open source software are those provided in the applicable open source software license. No provisions herein concerning infringement and indemnity shall apply to such open source software, and Rasa shall bear no responsibility or liability whatsoever related to its supply of or Customer's use of such software. Identification of and licenses for open source software may be found in the Software, or in libraries provided with the Software, or in links provided in the software or such libraries, or on the Website, or in other documentation provided or linked to by Rasa.

5.8 For any third party software components (as applicable) Clause 5.7 shall apply mutatis mutandis, whereas Customer shall be solely responsible for the fulfillment of any requirements, Rasa does not owe and/or provide any consultancy services in connection therewith (if not otherwise agreed with Rasa) and Customer shall bear any costs arising in connection with the implementation and/or use of such third party software.

6. ADDITIONAL LICENSES

6.1 The Customer may subscribe for additional licenses by increasing the number of Deployments at any time subject to and in accordance with the following (each an "**Additional License**", together "**Additional Licenses**") according to this Clause 6.

6.2 The Customer shall report to Rasa its incremental use every three (3) months (a "**Quarter**") from the start date of the initial subscription for each calendar month (the "**Report**"). Until the Customer provides an administrative tool for the Report, the Report by the Customer shall be made in writing (e.g. by email). The Report shall include the exact number of the additional Deployments used during the respective previous Quarter and must be submitted to Rasa at the 3. (third) day of the respective following month of the respective Quarter at the latest.

6.3   The license fee for each Additional License equals the pro-rata amount of the then current License Fee, whereas any Additional License shall be prorated from the middle of the Quarter to the end of the anniversary of the initial License Period. The license fee for Additional Licenses shall be due for payment within thirty (30) days of the Customer's receipt of the applicable invoice based on the provided Report consisting of (a) the fee of the (new) Additional Licenses for the foregoing Quarter and (b) the advance fee for such Additional Licenses for the remainder of the initial subscription year.

6.4   Additional Licenses will be charged per additional Deployment.

6.5   The number of Deployments may not be reduced in a way that the respective License Fee is reduced accordingly.

6.6   If any information of the Report given by the Customer to Rasa turns out to be incorrect, the Customer shall be obligated to a contractual penalty payment in the amount that equals up to 100 % of the license fee calculated on the basis of the actual number of active Deployements that becomes due immediately. Rasa's claim for the License Fee and the license fee according to Clause 9 hereof shall remain unaffected hereby. The reasonability (*Angemessenheit*) of such penalty may be verified by decision of an authorized court.

6.7   For any Additional License, Clauses 5, 9 and 21 shall apply accordingly.

6.8   Rasa shall be entitled at any time either itself or through its nominated representatives on fourteen (14) days prior notice to inspect and/or audit the Customer's offices in respect of the use of the Software and number of Deployments hereunder. In the event Rasa conducts an audit and discovers a shortfall in the amount of any payment due hereunder in excess of 10 % of the amount owed, Customer shall immediately reimburse Rasa for the costs of such audit.

7.   TECHNICAL REQUIREMENTS

7.1   8Gb RAM & 2-6 vCPUs for optimal performance recommended. 4Gb RAM minimum. 100 Gb Disk space. A server running a modern Linux distribution that can run docker. The following OS's:

Debian 7.7+
Ubuntu 14.04 / 15.10 / 16.04
Fedora 21 / 22
Red Hat Enterprise Linux 6.5+
CentOS 6+
Amazon Linux 2014.03 / 2014.09 / 2015.03 / 2015.09 / 2016.03 / 2016.09 / 2017.03
Oracle Linux 6.5+

7.2   The Customer shall be solely responsible for the fulfillment of the Technical Requirements. Rasa does not owe and/or provide any consultancy services in connection therewith if not otherwise agreed with Rasa.

7.3   Customer shall provide any information to and communicate with Rasa to the extent necessary to use the Software as agreed herein.

8.   INTELLECTUAL PROPERTY RIGHTS; FAIR USE OF THE SOFTWARE

8.1   Except for the rights granted hereunder and exceptions made within Clause 5.7, and 5.8, the Parties agree that all Intellectual Property Rights in the Software shall remain with Rasa.

8.2   Customer shall use the Software in accordance with the intended purpose of the Software, the provisions of this Agreement, in accordance with any applicable statues, laws, and/or regulations and within the agreed scope of the Software. Customer may not
   (a) make the Software available in any manner to any third party for use in the third party's business operations;
   (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software, or access or
   (c) use the Software in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Software;
   (d) use the Software to distribute illegal content and/or content that infringes the rights of any third parties;
   (e) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Software available, to any third party.

8.3   In case of a breach of Customer of this Clause 8 all rights granted by Rasa to Customer hereunder shall automatically and immediately revert to Rasa and any further use of the Software shall constitute an infringement of copyright.

9.   UPDATES OF THE SOFTWARE; SUPPORTED VERSIONS

9.1   Rasa may provide Customer with changes to the Software, such as updates and upgrades within its sole discretion (the "**Updates**").

9.2   Customer shall be obligated to download and implement such Updates, if not unreasonable vis-à-vis Customer.

9.3   Rasa shall only support the previous version of the Software for a maximum of twelve (12) months starting with the first access to such version.

10.   MAINTENANCE & RIGHTS IN CASE OF DEFECTS

10.1 The Service provided by Rasa shall be substantially in accordance with the product description in this Agreement, Website and Purchase Order. Rights in case of defect(s) shall be excluded in the case of minor or immaterial deviations from the agreed or assumed characteristics and in the case of just slight impairment of use.

10.2 In case of defects of updated, upgraded or new versions, the right of defect shall be limited to the new features of the update, upgrade or new version of the Software compared to the previous version release.

10.3 Customer shall immediately report to Rasa any defects of the Software.

10.4 Customer's claims against Rasa under this Agreement because of defects are subject to a limitation period of twelve (12) months starting with the first access to the Software.

10.5 Any claims for damages are subject to the limitations set forth under Clause 15.

10.6 The Parties may enter into a separate service level agreement.

10.7 For open source components and/or third party software (as applicable) Clause 5.7 and 5.8 applies.

11.   WARRANTIES

11.1 Each Party warrants to the other that:

(a) it has the requisite corporate authority to enter into this Agreement and perform its obligations under this Agreement, and this Agreement does not conflict with any other agreement or obligation by which it is bound; and

(b) it shall comply with all relevant laws and regulatory requirements, and obtain and maintain for the Term all permits and licenses applicable or necessary for the performance of its obligations under this Agreement.

11.2 Notwithstanding the above, a Party shall promptly bring to the attention of the other, as the case may be, any information coming to its attention, that the provision of any part of the Software pursuant to this Agreement may infringe any Intellectual Property Rights, moral rights or other rights of a third party. In such event, the Parties shall mutually decide whether the provision of the Software or any part of them in question ought to be suspended until the matter is resolved.

12. LIMITATION OF LIABILITY

12.1 To the extent permitted by law, except as set forth below, in no event will the aggregate liability of Rasa for damages, direct or otherwise, arising out of or in connection with this Agreement exceed the total value of the fees paid and payable by Customer to Rasa for the twelve (12) month period prior to the date on which such liability arose, except that in the event that such liability arises at any time during the Initial Term, it will not exceed the total value of fees paid and payable by Customer to Rasa for the Initial Term.

12.2 Any and all of Customer's claims against Rasa under this Agreement are subject to a limitation period of twelve (12) months after the damage has occurred.

12.3 Rasa shall only be liable for any loss or damages caused by willful intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), unless

- in cases of damages that result from injury to life, body or health;
- such loss or damage is caused by the infringement of a fundamental contractual duty by Rasa, which is indispensible for the duly execution of the contract and thereby jeopardizes the achievement of the contract purpose, whereas such loss or damage is limited to the foreseeable damage at the time of the infringement;
- in case of liability provided by law, as under the Product Liability Act (*Produkthaftungsgesetz*);
- in cases of liability due to a guarantee.

12.4 The limitations and/or restrictions of a Party`s liability shall also apply to the personal liability of its legal representatives, officers, employees, assistants in performance and agents.

13. PRIVACY AND DATA

Each Party shall comply with the applicable data protection laws.

14. NON-COMPETE; NON-SOLICITATION

14.1 Customer agrees that, during the Term and for the following twenty four (24) months after the termination thereof, regardless of the reason for the cooperation termination, it will not, directly or indirectly or on behalf of any of Rasa's competitors perform any competitive activity within the geographic and factual area of operations of Rasa. Directly or indirectly

engaging in any competitive activity includes, but is not limited to: (i) engaging in a competitive business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such competitive business, (iii) becoming interested directly or indirectly in any such competitive business, or (iv) soliciting any customer of Rasa for the benefit of a third party that is engaged in such competitive business. Customer agrees that this non-compete clause will not adversely affect Customer's livelihood.

14.2 For the Term and for the following twenty four (24) months after the termination thereof, Customer will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are currently provided to, any customer or client of Rasa, nor shall Customer use Rasa's existing clients' demographic and confidential or proprietary information to solicit and provide quotes and/or transfer business to any competitor. Further, for the Term and the following twenty four (24) months after the termination thereof, Customer will not directly or indirectly solicit, induce or attempt to induce any employee of Rasa to terminate his or her employment with Rasa.

15. CONFIDENTIALITY

15.1 Both Parties agree not to, and shall ensure that their employees, freelancers, agents and advisors do not, disclose to third parties, nor use for any purpose other than as contemplated in this Agreement, any confidential or proprietary information arising or disclosed pursuant to this Agreement (including but not limited to the terms of this Agreement, the Parties' trade secrets and information not generally known to the public such as business plans, strategies, practices, products, personnel and finances), except: (i) with the prior written permission of the Party to whom such information belongs; (ii) where the information is already known to, or obtained by independent means, or independently developed without reference to the other Party's confidential information, by the recipient; (iii) is already in the public domain through no fault of the recipient; (iv) the recipient receives from a third person free to make such disclosure without breach of any legal obligation; or (v) the disclosure by both Parties to an affiliated company (in the meaning of sections 15 et seqq AktG) of either Party.

15.2 This Clause 18 shall survive the termination of this Agreement for three (3) years after such termination. Notwithstanding the foregoing, a recipient may disclose confidential information of the other Party if required to do so by law, court order or request by any government or regulatory authority. In any of those events, the recipient will in advance and promptly inform the other Party about the requirement or respectively the request for disclosure.

15.3 The Parties shall indemnify and hold each other harmless for any loss, damage, costs, expenses and liabilities that one party may suffer or incur as a result of a breach by the other party of the provisions of this Clause 18 (Confidentiality), if the respective Party is responsible for the respective breach ("*Vertreten müssen*").

16. TERMINATION & CONSEQUENCES

16.1 In addition to any other remedy available at law or in equity, either Party may terminate this Agreement immediately upon written notice:
   (a) if the other Party breaches any warranty or material obligation of this Agreement and where such breach is curable fails to cure the breach within twenty (20) bank working

days (Berlin) from the receipt of a written request to cure from the non-breaching Party; or

(b) if the other Party ceases or threatens to cease to carry on all or a substantial part of its business, or becomes insolvent, or makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for its business or the Party's property, or an order is made for the winding up of it (other than for the purposes of amalgamation or reconstruction).

16.2 Rasa shall be particularly entitled to immediately terminate this Agreement upon written notice if Customer is in breach of Sub-Clause 8.2 and/or if Customer is in default ("*Verzug*") of payment of any fees for a period of more than six (6) weeks.

16.3 Promptly upon termination of this Agreement and in any event within 30 days of termination each Party shall, if requested by the other Party, return or destroy all confidential and proprietary information referred to in Clause 15 (Confidentiality).

16.4 The termination of this Agreement for any reason whatsoever shall not affect any rights or liabilities that have accrued prior to or upon termination, nor shall it affect any Clauses or Sub-Clauses which are intended expressly or impliedly to continue after termination.

16.5 In case of the termination of the Agreement, any rights of use granted to Customer for the Software shall expire immediately and Customer shall cease to use the Software.

16.6 In case of the effective termination of the Agreement, which has not been caused by the infringement of a contract duty of Customer, Rasa will refund any prepaid fees to Customer pro rata for the remaining time of the Term. In all other cases Customer cannot claim any refunds.

17. FORCE MAJEURE

17.1 A Party will not be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control. The Party so affected shall as soon as practicable:

(a) notify the other Party of such fact and of the period of its continuance and consequences which are expected; and

(b) take all reasonable action to minimise the consequences of the relevant events and to resume due performance of the obligations excused as soon as practicable.

17.2 If such delay or failure continues for at least three (3) months, the non-delaying or non-failing Party will be entitled to forthwith terminate this Agreement by notice in writing, in which event no Party shall have any claim against the other in respect of such termination.

18. ASSIGNMENT OF THE AGREEMENT

18.1 Unless otherwise agreed in this section, Customer may not assign any of its claims or rights under the Agreement or the entire Agreement without the prior written consent of Rasa.

18.2 A License does not cover products or business entities, including employees, acquired by Customer after acquiring the respective License. If Customer wishes to expand the License for such new products and/or entities, the Parties need to adjust the License conditions and fees accordingly in advance.

18.3 In the event that Customer sells a part of its company, Customer is allowed to assign the current License to the new owner of the divested entity in order for it to continue to use the Software for the remaining time of the current Term, but Customer remains responsible for the duly execution of the respective License.

18.4 Rasa shall be entitled to assign its rights and duties under the Agreement, either in whole or in part, without prior consent, to any other entity. In the event of such an assignment Rasa will remain fully responsible for the conduct of the assignee.

19. GENERAL

19.1 Notice details: All notices will be delivered to the addresses specified in the Purchase Order. Notices will be effective upon receipt if personally delivered, or on the third bank working day (Berlin) following the date of mailing or emailing. Any change of address of a Party will be promptly communicated in writing to the other Party. If any provision of this Agreement requires notices in the written form such requirement shall deemed fulfilled if the respective notice is transmitted through e-mail or telefax. A Party may change its address for notice by providing written notice of such change to the other Party pursuant to this Sub-Clause 19.1.

19.2 Costs: Each Party shall bear its own costs in connection with the execution of this Agreement and in relation to the fulfilment of its obligations under this Agreement.

19.3 Amendments; Waivers; This Agreement may not be amended, modified or superseded, unless expressly agreed to by written instrument executed by both Parties, unless a stricter form is required by law. No provision of this Agreement may be waived except by an instrument in writing signed by the Party against whom the waiver is to be effective. If an instrument is delivered by any means of telecommunication, it shall only be deemed to be written, if the delivered copy bears the signature of the issuer. The failure of either Party at any time or times to require full performance of any provision of this Agreement will in no manner affect the right of such Party at a later time to enforce the same.

19.4 Written notice: A written instrument signed by the respective Party and delivered by letter, scan (email) or fax to the other Party shall be deemed a written notice within the meaning of this Agreement;

19.5 Severability: If any of the provisions of this Agreement should be or become invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof is not affected. In that case the invalid or unenforceable provision is deemed to be replaced by such valid and enforceable provision or arrangement that corresponds as closely as possible to the invalid or unenforceable provision and to the parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose as expressed herein (*Regelungslücke*).

19.6 Conclusion of Agreement and Counterparts: This Agreement may be signed in two or more counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has signed at least one counterpart and has send it to the other Party by fax, scan (via email) or letter.

19.7 Entire Agreement: This Agreement contains the Parties' entire understanding and supersedes all prior agreements in connection with the subject matter of this Agreement.

19.8 Priority of documents: In the event of any inconsistency between the terms of this Agreement and those in a Schedule, the latter shall prevail.

19.9   Controlling Law, Place of Jurisdiction: This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding conflict of law rules as well as the United Nations Convention on Contracts for the International Sale of Goods. Both Parties submit to the exclusive jurisdiction of the courts of Berlin, as far as legally permissible.

The terms of the Master and License Agreement apply.