

CONTRACT SPOKI - CLIENT

- 1. Parties**

 1. NextAI S.r.l., with its registered office in Viale Francia s.n.c., 72019, San Vito dei Normanni (BR), tax code and VAT no. 02717930743, and Brindisi Register of Companies no. BR-166714 ("**NextAI**").
 2. The client is a legal entity or a natural person acting in the context of his or her trade, business, craft or profession ("**Client**").

- 2. Web App**

 1. NextAI is the exclusive owner of an online platform called "Spoki", accessible through a web app ("**Web App**") aimed at integrating messaging channels included in the Services ("**Channels**"), that allow to automate customer care and service and send promotional messages through access to a set of support functions developed by NextAI ("**Services**"). As an integral part of the Services, NextAI offers the Client technical support to facilitate the use of the Web App and integrated services through the use of artificial intelligence tools.
 2. The Client uses the Web App by means of registration by a user, who is the owner and has the power to represent the Client for the purpose of signing this Contract ("**Owner User**").
 3. Through the access to the Web App, on the website www.spoki.it ("**Website**"), the Owner User shall create a business account ("**Client Account**") by: (i) filling in personal and business data of the Client including the Facebook Business Manager ID; (ii) adhering to the terms and conditions of service ("**Terms and Conditions**") and privacy policy ("**Privacy Policy**") according to articles 13 and 14 of Regulation (EU) 2016/679 of 27 April 2016 ("**GDPR**"); (iii) adhering to the terms of service set out in [Annex 2.3](#), limited to the Channels selected by the Client directly on the Web App ("**Channels Terms of Service**").
 4. The Client accepts and acknowledges that NextAI is a third party to the commercial relationship existing directly between the Client and each Channel provider ("**Channel Providers**") under the Channels Terms of Service , therefore, NextAI has no control over their content, as amended from time to time by these documents. The Client undertakes to check the changes to the Channels Terms of Service.
 5. The Client accepts and acknowledges that: (i) the activation of the Client Account is authorised by Channels Providers, at its own discretion and according to its terms and conditions of use, and that, only once such authorisation has been communicated by Channels Providers to NextAI, the Client will be able to use the Web App; (ii) access to certain additions and features available on the Web App (e.g. the possibility of contacting a larger number of contacts) is subject to a further verification of the Client Account by some Channels Providers, at their own discretion and according to the relevant terms of use, and that, only once the positive outcome of such verification has been communicated by Channels Providers to NextAI, the Client will be able to use these additional functions of the Web App.
 6. The Client may not use the Web App with a telephone number that is already connected to a Channel profile, unless he or she deletes these profiles prior to the creation of the Client Account, as referred to in article 2.3 above.

- 3. Scope of the Contract**

 1. Upon the execution this Contract ("**Contract**"), NextAI may grant the Client a period of use of a trial version of the Web App, offering a simplified version of the Services, as indicated on the Website ("**Trial Period**"). The Trial Period is

effective from the date of subscription and until the exhaustion of credit provided by NextAI.

2. The Client acknowledges and accepts that: (i) during the Trial Period, the Owner User may be contacted by NextAI via voice calls, with a recorded voice integrated with an artificial intelligence system, for marketing communications purposes; (ii) during the Subscription, the Owner User may be contacted by NextAI via voice calls, and such voice calls may be recorded for the purpose of improving the Services.
3. Following the Trial Period, after payment referred to into article 5, the Client, through the Owner User, independently selects and purchases the subscription of one of the Plans (as defined below) for the licence of the Services offered through the Web App to be used by the users belonging to and/or connected to the same Client ("**Users**"), in accordance with the purchase procedure set out in article 4 below.
4. The Contract is signed electronically by the Owner User, in the name and on behalf of the Client in accordance with the law and the statutes and/or internal regulations of the Client, by means of the "point and click" procedure (*i.e.* flagging unselected box). Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Client, through the Owner User, specifically approves the following articles of the Contract: 2.4 (content and amendments of Channels Terms of Service); 2.5 (activation and verification of Client Account); 5.2-5.4-5.7 (changes and renewal Subscription, adjustment); 8.2 (IP Rights); 9.1 (limitation to exceptions); 9.2 (indemnity); 10 (limitation of liability); 11 (duration and termination of the Contract); 11.5 (disputes); 11.6 (failure to refund Subscription); 13.3 (assignment) and 14.2 (venue). The Client is invited to download and save the Contract on a durable medium.
5. In the event of ban of the Client Account (*e.g.* for breach of the Channels Terms of Service) the Services related to the Plan will be suspended and will be automatically reactivated once the ban is solved. In particular: (i) if the suspension of the Client Account occurs during the Subscription of the Plan (as defined below), the Client shall not be entitled to a refund of the unused Subscription and the Services, related to the Plan, will be re-activated once the suspension is over; (ii) if the suspension of the Client Account exceeds the automatic renewal date of the Subscription of the Plan, the Subscription will be renewed once the ban is over, for the period selected by the Client at the time of purchase, subject to the provisions of article 11.1 below.

4. Features of Services

1. During the purchase procedure, the Client is free to select one of the plans indicated on the Website and, depending on the plan chosen, accepts the terms and conditions of the Services associated with it ("**Plan**").
2. The Client, through the Owner User, is free to enable further Users, by means of an invitation, assigning them an operational role from time to time (*e.g.* chat administrator; chat manager; chat operator). Users may use the Services, subject to the creation of their own account linked to the Client Account and the acceptance of the legal documentation indicated in article 2.3 above.
3. During the Contract, the User Owner may change the Users and the role attributed to each of them, by increasing or decreasing the number of Users, within a maximum threshold allowed by the type of Plan subscribed to, or by replacing Users with other Users, in accordance with the Plan subscribed to.
4. The Client may choose to change the Plan as follows: (i) by way of an upgrade or a downgrade of the Plan, on the automatic renewal date of the Subscription (as defined below) of the Plan, and paying to NextAI the price of

the new Subscription (if any); or (ii) by way of an upgrade of the Plan, also during the Subscription, and paying to NextAI the difference of the price due for the new Subscription.

- 5. Fees and payment terms**
1. The Client shall pay: (i) the subscription price of the Plan (if any), according to the duration period selected by the Client during the purchase procedure of the Plan (e.g. on monthly, quarterly, yearly base) and for each renewal in order to use the Services associated with the Plan ("**Subscription**"); (ii) only in case of selection by the Client, the one-off onboarding service on the Web App, which includes the use of add-on services packages, selected during the purchase of the Plan, in order to receive assistance from NextAI in the initial configuration procedure of the Web App Services ("**Onboarding Price**"); and (iii) the recharge to use Channels on the Web App ("**Credit**") (Subscription, Onboarding Price - if any - and Credit jointly "**Fee(s)**").
 2. The amount, terms and conditions of the Fees are indicated in the relevant purchase procedures and may change according to the type of Plan. NextAI may update the Subscription, it being understood that the new Subscription shall apply only from the next renewal, subject to the provisions of article 13.1.3 below.
 3. It is understood between the parties that the Credit corresponds to the price set by Channels Providers (as updated from time to time) for the use of Channels and that the Client is free to recharge this Credit directly into a wallet, available in the Client Account section on the Web App.
 4. Approaching the exhaustion of Credit, NextAI will send an alert to the Client to inform him that it will be possible to continue using each Channel on the Web App, it being understood that at the expiry of the Subscription the Client will be obliged to pay NextAI the surplus of conversations used on the Web App. The surplus may be equal to a maximum percentage value of 300% (three hundred/00 per cent) of the number of conversations selected by the Client when selecting the Subscription ("**Cap**"). The Client, therefore, acknowledges and accepts that once the Cap is exceeded, it will no longer be possible to use the Services of the Web App, without prejudice to the possibility of subscribing to an upgrade of the Subscription, in order to renew the use of the Web App and to have the right to use a larger number of conversations.
 5. Payments are made exclusively in accordance with the payment methods indicated in the purchase procedure and by means of the services offered by an external provider ("**Payment Provider**"), in accordance with the latter's legal documentation that the Client must accept in order to make the payment. NextAI is a third party with respect to the commercial relationship established directly between the Client and the Payment Provider.
 6. Payment of the Subscription (and of the Onboarding Price, if any) shall be made, initially, at the time of selection of the Plan selected by the Client. Thereafter, the Client shall pay the Subscription at each automatic renewal related to the selected Plan, subject to article 11.1 below.
- 6. Web App Content**
1. In order to enhance participation and engagement of Users, the Web App collects User-generated content, such as text, images, audio, video or a combination thereof ("**Content**").
 2. The Contents published on the Web App, if not in the public domain, may have authorial and/or creative material subject to the protection provided for by copyright and assimilated rights under applicable law ("**IP Content**"). The

ownership of the IP Content is deemed to be of the Client in whose name and/or on whose behalf the User has uploaded the IP Content in the Web App or of the different subject indicated by the User in the Web App, under his/her sole responsibility.

3. Therefore, the User Owner, in the name and on behalf the Client:
 - 3.1 represents and warrants that the Content: (i) is not unlawful or fraudulent or defamatory (e.g., violent, pornographic, obscene or discriminatory in nature); (ii) does not violate the rights (including image or intellectual property rights) and interests of any third party (including any consumer customers); and (iii) does not contain spam or information that is offensive, threatening, abusive or otherwise unethical;
 - 3.2 undertakes to immediately delete any Content published or disseminated on the Web App in breach of article 6.3.1 above.
4. The Client, in the event of termination of this Contract, may download the Content to its devices outside of the Web App, and within 1 (one) year of termination of the Contract. In accordance with applicable law, NextAI reserves the right to charge a fee for this activity, if the technical-administrative effort is disproportionate to the value of the Contract.

7. Privacy

1. NextAI is the data controller under article 24 of the GDPR of personal data of Users provided in the registration procedure on the Web App pursuant to the Privacy Policy.
2. Within the limits of the provisions of the Privacy Policy, for the purposes of the performance of any personal data processing operations, connected to the execution of this Contract and, more generally, to the provision of the Services, carried out on behalf of the Client, NextAI shall act as data Processor under the terms and according to the "Data processor Contract according to article 28 of the GDPR".

8. Web App IP Rights

1. The Client acknowledges that NextAI is the owner or the licensee of the intellectual and industrial property rights relating to the Web App ("**IP Rights**") and that the IP Rights are and remain the exclusive property and/or full availability of NextAI.
2. Therefore, the Client undertakes, at any time during the term of this Contract, and thereafter, directly or indirectly, to:
 - 2.1 use the IP Rights solely for the purposes set forth in this Contract and in accordance with the obligations assumed herein;
 - 2.2 use the utmost diligence to prevent third parties from carrying out actions and/or acts that may impair or limit the validity or possibility of use of IP Rights;
 - 2.3 not challenge, directly or indirectly, the validity of the IP Rights or NextAI's right, title and interest in the IP Rights;
 - 2.4 do not copy, modify or decode the Web App and its IP Rights;
 - 2.5 not infringe and/or weaken IP Rights in any way.
3. The Client undertakes to immediately inform NextAI in writing of any conduct by third parties that is detrimental or even potentially detrimental to the IP Rights or their use, of which the Client becomes aware during the term of this Contract.

9. Conduct of

1. The deletion or blocking of the Client Account by NextAI, for breach of the

- Users**
- General Terms and Conditions, or by Whatsapp Business, for breach of the Whatsapp Terms of Service and/or the Facebook Terms of Service, by reason of a User's conduct has no impact on the content of this Contract and the terms and conditions of the Plan. For sake of clarity, the Client will continue to pay the Fees applicable to the Plan selected in the purchase process pursuant to article 5 above.
2. In light of the connection between Client and Users, Client agrees to indemnify and hold NextAI harmless, to the fullest extent permitted by applicable law, against any adverse consequences (including claims for damages) arising directly or indirectly from third party claims (including those of Client's consumer costumers or authorities) by reason of, or in connection with, Users' breach of the Channels Terms and Conditions.
- 10. Limitation of liability**
1. NextAI guarantees the proper functioning of the Web App, except where the failure to function is due to causes beyond NextAI's reasonable control. In any case, the Client declares to be aware and accepts that, in general, it is in the nature of products software (such as the Web App) not to be completely free from errors. Therefore, the Client expressly accepts that the possible existence of errors in the Web App, unless arising from NextAI's wilful misconduct or gross negligence, does not constitute a breach of NextAI's obligations under and/or in connection with the Contract.
 2. NextAI is not liable for changes, suspension or termination of the service by Channels Providers, which reserves the right to complaint to the Client the breach of the Channels Terms of Services.
- 11. Duration, renewal and termination of the Contract**
1. The duration of the Contract is equal to the duration of the Trial Period and, in the event of purchasing the Plan, the duration is equal to the Subscription associated with the Plan, which is automatically renewed for the same period each time it expires, unless one of the parties terminates it, to be communicated prior to the expiry date: (i) in case of NextAI, in accordance with the procedures set out in article 12.2 below; and (ii) in case of the Client, in accordance with the procedures set out in article 12.2 below and/or in accordance with the procedure indicated on the Web App.
 2. Without prejudice to any further rights provided for by law, NextAI may immediately terminate the Contract, pursuant to article 1456 of the Italian Civil Code, by written notice containing a declaration of its intention to exercise this termination clause, in the event of a breach by the Client of any of the following articles: 6.3 and 8.
 3. In any case of termination of the Channels Terms of Services, this Contract shall immediately cease to have effect, without any right to compensation or penalties in favour of the Client.
 4. In the event of non-use of the Services for a period of 1 (one) year, the Client Account will be deleted and this Contract shall cease to have any effect.
 5. In the event of any dispute by the Client, judicial or extrajudicial, about the Services provided by NextAI, NextAI reserves the right to suspend the Services for a maximum period of 30 (thirty) days, subject to prior written notice to the Client, in accordance with the procedures set out in article 12 below. Once this period has elapsed, each party shall have the right to terminate this Contract, with a notice period of 15 (fifteen) days, by means of written communication to the other party, in the manner set forth in article 12 below. During the period of suspension of the Services, NextAI shall have the right to retain the Fees paid by the Client on account of any damages or

expenses resulting from the Client's dispute. Should the dispute prove to be grounded, NextAI undertakes to return to the Client the Fees for the Services not used on the Web App, without prejudice to the provisions of article 11.6 below.

6. In any case of termination of this Contract: (i) the Client Account will be deleted and no User will be able to access it anymore; (ii) without prejudice to article 3.4 above, the Subscription paid by the Client will be retained by NextAI; (iii) the Client will be entitled to receive the amount of the Credits recharged and not used on the Web App; and (iv) in any case, the following articles will remain effective to the maximum extent provided for by law: 8, 9, 13.4 and 14.

12. Communications

1. Any communications or notices between the parties shall be made in the following manner.
2. Communications between the parties concerning the effectiveness and validity of the Contract (e.g. notice of termination of the Contract pursuant to article 11.2) shall be made in writing and sent by registered letter with acknowledgement of receipt/certified e-mail, to the following addresses:
 - 2.1 NextAI: NextAI S.r.l. - Viale Francia s.n.c.- Brindisi - 72019 - certified e-mail: nextai.srl@pec.it;
 - 2.2 Client: addresses and contacts provided at the execution the Contract by the Owner User. The Client undertakes to update and keep these addresses accessible.
3. Communications of a technical/operational/commercial nature shall be made by Whatsapp support on the Web App, or by e-mail, to the following addresses:
 - 3.1 NextAI: info@spoki.it, or to another e-mail address that NextAI undertakes to update and/or communicate;
 - 3.2 Client: e-mail address provided at the execution of the Contract by the Owner User. The Client undertakes to update and keep this address accessible.

13. Miscellaneous

1. (*Amendments*) In the event of a modification of this Contract, the Client acknowledges and accepts that
 - 1.1 if the amendment only concerns technical operation of the Web App (e.g. data entry, or access modalities), it shall become immediately effective between the parties, without the Client being able to object to anything, NextAI having the power to update or improve the functions of the Web App and the operational interfaces at any time;
 - 1.2 if the amendment is required, on pain of nullity or invalidity of one or more provisions of the Contract, by reforms of applicable laws and regulations, or is intended to protect the Client from fraud, *malware*, *spam*, data breaches or computer security risks, the same shall become effective immediately between the parties, without the Client being able to object to anything;
 - 1.3 in all other events, the amendment proposed by NextAI shall only become effective after the lapse of a period of 15 (fifteen) days (or longer if necessary to enable the Client to make technical or commercial adaptations) from the communication by NextAI by e-mail, without prejudice to the Reseller's right not to renew the Contract.

2. *(Tolerance)* The delay or non-exercise or partial exercise of any right under the Contract, or the forbearance of a non-performance by the other party, shall in no way prejudice the party having such right, or suffering such non-performance, unless it has expressly waived it in writing.
3. *(Assignment)* Client shall not assign or transfer the Contract to a third party without NextAI's prior written approval. On the contrary, NextAI may assign or transfer to a third party, in whole or in part and for any reason whatsoever, the Contract or any rights or obligations arising therefrom, provided that the services remain unchanged and that the Client is informed of this within 30 (thirty) days.
4. *(Trademark)* Client authorizes NextAI to include its data, brand and links on the Website and to expressly cite the Reseller for promotional purposes in its websites, printed matter, communications in any form drawn up and disseminated and to whomever it may be addressed to, releasing in this regard any and all disclaimers and definitively waiving any and all rights and reasons that may be envisaged. The Client also authorises NextAI to expressly mention the Client in a report containing case studies for commercial purposes. The aforementioned authorizations will be valid even after termination (for whatever reason) of the contractual relationship.

14. Applicable law and venue

1. The interpretation, performance and termination of this Contract shall be governed by Italian law.
2. Any disputes concerning the Contract, including its interpretation, execution and/or termination for any reason whatsoever, shall be under the exclusive jurisdiction of the Court of Brindisi. The jurisdiction of any other court is excluded, except where court of or the public authority or organisation has exclusive jurisdiction.

ANNEX 2.3 – CHANNELS TERMS OF SERVICE

Channel	Terms of Service
Whatsapp	https://business.whatsapp.com/terms-and-conditions
Facebook	https://facebook.com/legal/terms/ ; https://www.facebook.com/legal/commercial_terms
SMS	[•]
[•]	[•]