PROPOSAL TO CONCLUDE AN AGREEMENT FOR THE PROVISION OF SERVICES IN THE FIELD OF INFORMATION TECHNOLOGY AND COMPUTER SOFTWARE (PUBLIC OFFER)

The Provider addresses this offer — a proposal to conclude an Agreement for the provision of services in the field of information technology and computer Software – to persons (hereinafter referred to as the Customers) who wish to obtain access to the ConnectiveOne software (former name — Kwizbot).

In order to conclude an Agreement for the provision of services in the field of information technology and computer Software (hereinafter referred to as the "Agreement"), a person must perform an acceptance, i.e. give their consent to conclude the agreement on the terms set out in the offer. Acceptance of this offer constitutes acceptance of the terms specified below by way of payment for the services. From the moment of payment for the services, the person automatically accepts the terms of this Agreement, and this Agreement is deemed concluded without being signed in each individual case.

Where necessary, and without conflicting with the terms of the offer, the Provider may conclude a documented Agreement in the form of a written bilateral instrument.

1. Definitions

ConnectiveOne — a modular computer program (cloud SaaS platform) designed for building communication scenarios and automating customer communication (hereinafter referred to as the Software). The name ConnectiveOne is the result of rebranding the previous (old) name of the Software, Kwizbot.

List of ConnectiveOne Modules and functions:

- **Operator Panel** — a module for connecting a user with the "operator" role to conduct dialogues and send messages to users in any of the connected channels, or to process tasks (tickets).
- **Reply Templates (Macros)** — a function of the "Operator Panel" module that allows a user with the "operator" role to create, save and use pre-prepared text templates (including with substitution of dynamic variables, media files and links) to speed up replies in dialogues with users.
- **Scenario Builder** — a module for configuring chatbots and interacting with the ConnectiveOne scenario, which allows creating and configuring bot behaviour through a visual bot-script management interface.
- **Actions** — a separate block within the Scenario Builder that allows performing individual processing of user data and integrating ConnectiveOne with other systems to receive/transmit data.
- **Action Block** – a billing unit for the execution of a single Actions block within the Scenario Builder.
- **AI Functionality** - functions of the Software the performance of which involves requests to large language models (LLMs) within the Fastline, Copilot, AI Agentic workflows, AI QA and Categorizer (AI Triage) modules. Such requests are billed as AI Answers or as AI Categorization Requests. Functions that do not involve requests to LLMs are not covered by this term.
- **AI Answer** - a billing unit for responses by large language models (LLMs) to Software requests within the Fastline, Copilot, AI Agentic workflows and AI QA modules.
- **AI Categorization Request (AI Triage)** - a billing unit for responses by large language models (LLMs) to Software requests within the Categorizer (AI Triage) module.
- **Additional module (add-on)** - a Module, ConnectiveOne function or package not included in the Tariff Plan selected by the Customer and provided for a separate fee in accordance with Section 6 of Appendix 1.
- **Categorizer (AI Triage)** — a separate Action block of the Scenario Builder that allows determining the topic of a website/bot visitor's messages without involving an operator. Once the topic is determined, the Categorizer allows personally routing the service scenario for each individual topic — for example, a separate bot scenario, connecting an operator with the Copilot module, adding an automatic reply with the Fastline module, etc. In its operation, the Categorizer relies on LLM models; each LLM model call within the Categorizer is billed as an AI Categorization Request.
- **AI Agentic workflows** — an extension of the "Scenario Builder" module that adds blocks based on large language models (LLMs), which make it possible, within an automated scenario, to perform such actions as recognizing the user's intent and context, generating responses, calling external systems (API, databases, CRM, etc.) based on the model's decisions, as well as autonomously completing multi-step business processes for serving users without involving an operator. Each LLM model call within Agentic workflows is billed as an AI Answer.
- **Basic Routing** — a function that allows automatically distributing dialogues and tasks (tickets) among users with the "operator" role according to the rules configured in the Scenario Builder (by channel, topic, operator group, load, operator availability, etc.). Basic Routing does not involve the use of LLM models.
- **Website Widget** — a module that allows placing a widget on any connected website, through which a website visitor can interact with the chatbot and conduct dialogues with an operator.
- **Custom data** – a module that allows creating and storing data in the ConnectiveOne database for subsequent use in a scenario.
- **Contact Centre PRO** — a module that allows obtaining extended statistics on the work of users with the "operator" role, such as operator working time, operator working-time reports, statistics by operators and topics, NPS reports, and detailed breakdowns of dialogues by operators

and topics.

- **CSAT (Customer Satisfaction)** — a function that allows automatically sending surveys to end users to assess the quality of service following a dialogue with an operator or chatbot, collecting the received ratings and comments, and displaying them in the statistics of the Contact Centre PRO module by operators, topics and channels.
- **Fastline** — a module that allows automatically answering questions from website/bot visitors without involving operators. The module uses a knowledge base that the Customer populates independently. In its operation, Fastline relies on LLM models; each generated response is billed as an AI Answer.
- **Copilot** — a module that offers the user of the Operator Panel module (the operator) the most relevant response to a website/bot visitor's request, taking into account the tone and style of the request. The operator independently decides whether to send the suggested response, edit it before sending, or reject it entirely. In its operation, Copilot uses LLM models; each generated suggestion is billed as an AI Answer.
- **AI QA** — a quality-control module based on artificial intelligence technologies (large language models / LLMs) that provides automated quality control of communications between the Customer's operators and end clients. To activate the module for quality control of voice communications, integration with the Customer's telephony is required; for quality control of text communications, the "Operator Panel" module must be used or integration with a third-party service is required. The scope of work, timeframes and procedure for integration are agreed by the Parties separately. Each automatic dialogue assessment is billed as an AI Answer, and a subscription fee is additionally charged.
- **Broadcast Module** — a module that allows sending messages (including those with media files) to all or specific chatbot subscribers through the available channels of the Software.
- **Live Cart (ConnectiveOne Live Cart)** — a module of the web version of ConnectiveOne that allows conducting video calls between two chatbot participants (client and operator) or in services and applications associated with the bot, recording the video of the call and individual frames, and configuring additional features of the client and operator interface.
- **OCR ConnectiveOne** — an API service for extracting/reading fields from photographs of documents uploaded by users into chatbots or associated services or applications.
- **SDK** — a library for integrating the Software into mobile applications on the Android and iOS operating systems. Developed using the open-source Flutter framework.
- **Multi-brand and multi-department** — a function that, within a single instance of the Software, allows configuring isolated workspaces for several of the Customer's brands (each with its own set of communication channels — separate messenger bots, email addresses, website widgets, knowledge bases and settings), as well as forming groups (departments) of users with the "operator" role linked to one or more brands and/or topics. Separation is ensured at the level of dialogue visibility, data access rights and analytics (reports and dashboards are generated separately for each brand and/or department).

Provision of access to the Software — granting the Customer the ability to work with the Software as a whole and/or with individual ConnectiveOne Modules and functions within the paid period. Access to the Software is provided to the Customer on the terms of one of the Tariff Plans (Basic, Pro, Enterprise).

Tariff Plan — a set of modules, functions, quantitative limits and payment terms selected by the Customer and specified in the relevant invoice. The Tariff Plan is chosen by the Customer and determines the functional capabilities of the Software, the technical usage limits and the cost of the Services. The composition (list) of Modules and functions of each Tariff Plan and their cost are defined in Appendix 1.

Access to Modules and functions not included in the selected Tariff Plan is provided as a separate service, paid for by the Customer on the basis of the relevant invoice issued by the Provider. The list of Modules may be changed by the Provider with notice to the Customer at least 30 (thirty) calendar days in advance.

Operator Seat (Seat) — an active user account with the "operator" role that grants one natural person the right to access the "Operator Panel" module and to process requests from end users. Each Operator Seat is billed separately according to the selected Tariff Plan.

Light User (limited-access / Read-only seat) — a ConnectiveOne user account with view-only rights (without the ability to conduct dialogues, send messages, change settings or modify data). Billed at a separate rate according to Appendix 1.

QA Seat (QA seat) — (limited-access / Read-only seat) — a ConnectiveOne user account with rights only to assess the quality of its dialogues through the AI QA module (without the ability to conduct dialogues, send messages, change settings or modify data). Each QA Seat is billed separately according to the selected Tariff Plan. An active user is deemed to be one for whom, during the reporting calendar month, more than 1 dialogue or call has been assessed through the AI QA module.

Minimum number of seats (Min seats) — the minimum number of Operator Seats payable by the Customer for the relevant settlement period, regardless of the actual number of activated operator accounts in the Software. The minimum number of seats is set separately for each Tariff Plan according to Appendix 1.

Dialogue Limit — the maximum number of dialogues processed by all operators during a settlement month within the selected Tariff Plan. Exceeding the Dialogue Limit is governed by Section 5 of Appendix 1.

Software Availability – a state of operation of the Software in which it can be used as intended.

Service Time (UT — uptime) — a full calendar month less the time of maintenance and/or suspension of access to the Software in connection with cyberattacks (for example, DDoS, SQL injections, botnet attacks, etc.) on the Customer's services or on a third-party service integrated with ConnectiveOne or a ConnectiveOne module.

Downtime (DT) – the period of time during which the Software is unavailable due to the occurrence of errors or failures.

Service Window (SW) — an agreed period of time during which the Software may be unavailable due to maintenance of the Provider's software and hardware infrastructure, and which is not counted as downtime.

Real Uptime (RUT) — the actual level of Software availability in the reporting period, calculated by the formula: RUT = 100% × (UT − DT) / UT.

Target Uptime (TUT) – the guaranteed level of actual availability (RUT) that the Provider must maintain. Set as a fixed percentage value.

Priority Support — consultations on the current functionality of the Software and its documentation through the Provider's Servicedesk system at the link https://evergreens.atlassian.net/servicedesk/customer/portal/23.

Technical Support — support and configuration (all work by support engineers) in scenarios, the Scenario Builder, etc., that do not require the development of new components/modules.

Automation Guru — a service that may be provided to ConnectiveOne Customers at their request, and includes the performance of the following tasks:

- identifying and describing the Customer's business requirements in the process of using ConnectiveOne;
- configuring the existing ConnectiveOne functionality according to the Customer's request;
- developing and implementing a scheme of interaction between ConnectiveOne and other systems;
- other tasks that help address the Customer's business needs in the process of using ConnectiveOne.

Hosting address of the ConnectiveOne Software on the internet — https://www.connectiveone.io/ (hereinafter referred to as the ConnectiveOne website).

Provider – one of the following persons:

1. Evergreen IT Development Ltd. (registration no. 12595294), 7 Bell Yard, London, United Kingdom, WC2A 2JR, talk@evergreens.com.ua
2. LLC "Evergreen Development" (EDRPOU code 41981501), +38 096 292 58 88, talk@evergreens.com.ua
3. LLC "Evergreen Enterprise" (EDRPOU code 43609259), +38 096 292 58 88, talk@evergreens.com.ua
4. LLC "ConnectiveOne" (EDRPOU code 45664086), +38 096 292 58 88, talk@connectiveone.io
5. LLC "ConnectiveOne Service" (EDRPOU code 45965551), +38 096 292 58 88, talk@connectiveone.io
6. LLC "Identification Solutions" (EDRPOU code 46156721), +38 096 292 58 88, talk@connectiveone.io
7. Individual entrepreneur Mariia Vitaliivna Kravtsova (RNOKPP 3092714723), +38 096 292 58 88, mgerman@evergreens.com.ua

Acceptance — full, unconditional and unreserved acceptance of the terms of the Agreement for the provision of services in the field of information technology and computer Software.

Unique name (login) — a character code used to work with the Software. It is provided to the Customer once upon connection to the Software, is unique to each Customer, and is retained by them for the entire period.

Personal Data — any information collected by the Customer using the Software that relates to an identified or identifiable natural person, as defined in Article 4(1) of the GDPR.

Processing – any operation or set of operations performed on Personal Data, as defined in Article 4(2) of the GDPR.

Controller — a natural or legal person who determines the purposes and means of processing Personal Data, as defined in Article 4(7) of the GDPR. (The Customer acts as the Controller.)

Processor — a natural or legal person who processes Personal Data on behalf of the Controller, as defined in Article 4(8) of the GDPR. The Provider acts as the Processor.

Data Subject – an identified or identifiable natural person whose Personal Data is processed.

End Users – natural persons who interact with the Software or whose Personal Data is processed as a result of such interaction.

GDPR – means the General Data Protection Regulation (EU) 2016/679.

2. General Terms

2.1. This Agreement is concluded by way of the Customer giving full and unconditional consent (acceptance) to conclude the Agreement in full, without the Parties signing a written copy of the Agreement.

2.2. By accepting, the Customer confirms that they have read and agreed to all terms of this Agreement in full.

2.3. Payment for the Services on the basis of an invoice issued by the Provider shall be deemed to constitute the Customer's acceptance of this Contract with that Provider and shall confirm their agreement to the terms set out therein.

2.4. The list of ConnectiveOne modules and functions to which the Customer purchases access is determined by the relevant Tariff Plan and specified in the invoice.

2.5. If the Customer does not agree with the terms of this Agreement, they have no right to conclude this Agreement, nor are they entitled to obtain access to the Software as a whole and/or to individual modules and functions of the Software under this Agreement.

3. Subject Matter of the Agreement

3.1. On the basis of this Agreement, the Provider provides to the Customer, and the Customer accepts and pays the Provider for, services for the provision of access to the Software as a whole and/or to individual ConnectiveOne Modules and functions, in accordance with the selected period and Tariff Plan (hereinafter referred to as the Services), as well as Technical Support, Priority Support, and Automation Guru services.

3.2. The Services are provided by issuing the Customer a unique name (login) and password that allows access to the Software.

3.3. The Software as a whole, its individual Modules and ConnectiveOne functions are intellectual property, the legal protection of which is established by the Civil Code of Ukraine and the international treaties of Ukraine in force. The Provider warrants that it holds the rights necessary to perform the Agreement.

4. Rights and Obligations of the Parties

4.1. The Provider undertakes to:

- comply with the terms of this Agreement;
- provide the Services during the period paid for by the Customer;
- provide the Customer with consultations relating to the provision of the Services during the working hours determined by the Provider's work schedule;
- maintain the confidentiality of the Customer's information received from them upon registration, as well as the content of personal email messages, except in cases provided for by the legislation of Ukraine in force;
- in the event of a Software update, notify the Customer of the possibility and terms of the relevant update (periodic upgrade) of the Software, including the financial terms and the procedure for providing access to the Software as a whole and/or to individual ConnectiveOne Modules and functions at the Customer's request;
- to ensure the best operation of the Software, maintain current versions of the Chrome, Edge, Opera and Safari browsers and the Windows, macOS, iOS and Android operating systems. The currency of versions can be checked at https://www.whatismybrowser.com/guides/the-latest-version/. The Provider supports the current −5 browser versions and the current −3 operating-system sub-version.

The term "current version" means the latest available version of a browser or operating system that contains the newest bug fixes, functional capabilities and security improvements. The Provider supports the current −5 browser version, which means that it provides support for the five latest browser versions, comprising the latest available version and the four preceding versions. Similarly, the Provider supports the current −3 operating-system sub-version, which means that it provides support for the three latest operating-system sub-versions, comprising the latest available sub-version and the two preceding sub-versions.

4.2. The Customer undertakes to:

- comply with the terms of this Agreement;
- provide accurate personal data and other information necessary to perform the terms of this Agreement;
- pay for the Services in accordance with the Provider's tariffs and the Tariff Plans selected by the Customer. The Customer undertakes to familiarize themselves independently with information on the terms of provision of the Services, the tariffs and the Tariff Plans on the ConnectiveOne website;
- for the correct operation of the Software, ensure a hardware and software environment, the requirements for which are set out on the ConnectiveOne website;
- ensure the confidentiality of their login and password;
- in the event of transferring their login and password to third parties, bear full responsibility for the consequences of such actions;
- when contacting the Provider's technical support service, use the contact email address (the address specified when ordering the service) and provide their login, first name and surname, and, where necessary, use other means of confirming their access rights;
- retain, for one year, the payment documents confirming payment to the Provider's account, and provide copies of them to the Provider where necessary;
- grant the Provider consent to the processing and use of their personal data in accordance with the Law of Ukraine "On the Protection of Personal Data" by accepting this Agreement.

4.3. The Provider has the right to:

- change the composition, procedure, terms and prices for the provision of the Services by posting information on the ConnectiveOne website. In the event of a price change, payment previously made by the Customer is not recalculated at the new prices;
- cease providing the Services automatically upon expiry of the period paid for by the Customer, taking into account clauses 5.1.6, 5.2.4 and 5.7 of this Agreement;
- disclose information about the Customer solely in the cases provided for by the legislation of Ukraine;
- place on its website, on the internet, in presentations and other marketing materials, on its personal pages on social networks, in press releases and comments in the media, information stating that the Provider provides the Customer with services for access to the Software, as well as the name and logo or mark for goods and services (trademark) of the Customer as a client, solely subject to prior written consent of the Customer. The Customer grants or refuses such consent by completing the relevant form upon conclusion of the Agreement or by a separate written request.

Publication of any detailed information about the results of the Customer's use of access to the Software (case studies, testimonials) is permitted solely on the basis of a separate written agreement between the Parties.

4.3.1. Suspend (temporarily or fully) the provision of the Services to the Customer without a refund and demand written explanations from the Customer in the event of a breach by the Customer of the obligations described in clause 4.2, as well as in the following cases:

- if any actions taken by the Customer through obtaining access to the Software and/or to individual ConnectiveOne Modules under this Agreement cause or may cause harm to the Provider or to other Customers;
- in the event of damage to, or an attempt to damage, the protection mechanisms of the Software and/or individual ConnectiveOne Modules, as well as the incorporation of the software into the Customer's own developments;
- upon the Customer's publication and transmission over the internet of any information that defames the Provider, or the commission of actions that hinder the normal operation of the Provider.

4.3.2. Temporarily restrict or block access to the Software from specific IP addresses solely in the following cases: (a) exceeding the technical request limits set by the Tariff Plan — after prior notice to the Customer; (b) detection of active cyberattacks (DDoS, SQL injection, botnet) on the Provider's infrastructure that are directly caused by traffic from the Customer's IP addresses; (c) where there are reasonable grounds to believe that unauthorized access to third-party accounts is being carried out from the Customer's IP address.

The blocking is temporary and is lifted by the Provider within 24 (twenty-four) hours after the causes giving rise to it have been eliminated.

4.4. The Customer has the right to:

- require the Provider to provide the Services in accordance with the terms of this Agreement;
- in the event of comments regarding the quality of the Services, notify the Provider of them in writing and in a timely manner;
- unilaterally refuse the Provider's Services on the terms provided for in clause 9.3.

5. Procedure for the Provision of Services

5.1. Upon first use of the Services:

5.1.1. The Customer submits an application for the Services (in the form of completing an electronic form or an email) to the Provider, who sends an invoice for payment for the Services, in accordance with the Tariff Plan selected by the Customer, to the Customer's email address specified in the application.

5.1.2. The minimum payment period is one month. The payment procedure is set out in Section 6 of this Agreement.

5.1.3. After the Customer pays the invoice and the Provider receives 100% of the amount into the Provider's bank account, the Provider provides access to the Software with the ConnectiveOne Modules and functions, in accordance with the Tariff Plan selected by the Customer, in the form of a unique login and password that will be sent to the Customer's email. Access is provided from the first day and is valid until the last day of the period specified in the invoice and paid for by the Customer.

5.1.4. The Customer may use the Software provided the login and password are entered correctly and there is access to the internet.

5.1.5. The Provider sends the Customer an electronic reminder of the need to pay for the Customer's period of access to the Software. The start and end dates of the access period are indicated in the relevant documents in that notice (invoice, act, etc.).

5.1.6. Fifteen (15) calendar days from the date of expiry of the paid period, the Customer's access to the Software with the ConnectiveOne Modules and functions is automatically terminated. The Customer is notified of the access restriction by email. The Customer's data is retained in accordance with clause 5.5 of this Agreement.

The period provided for in this clause forms part of the new settlement period for which the Provider issues the Customer an invoice, and is payable as part of such period. The period provided for in this clause does not apply to AI Functionality — the procedure for its suspension is set out in clause 5.7 of this Agreement.

5.2. Upon subsequent receipt of the Services:

5.2.1. To restore access to the Software, the Customer receives an invoice for payment for the Services in the manner provided for in clause 5.1.1. The invoice for each subsequent settlement period is generated and sent by the Provider automatically in accordance with clause 6.9 of this Agreement. The minimum payment period is one month. The payment procedure is set out in Section 6 of this Agreement.

5.2.2. After the Customer pays the invoice and the Provider receives 100% of the amount into the Provider's bank account, the Provider provides access to the Software with the selected ConnectiveOne Modules and functions. Access is provided from the first day and is valid until the last day of the period specified in the invoice and paid for by the Customer.

5.2.3. The Provider sends the Customer an electronic reminder of the expiry of the Customer's paid period of access to the Software.

5.2.4. Fifteen (15) calendar days from the date of expiry of the paid period, the Customer's access to the Software with the selected ConnectiveOne Modules and functions is automatically terminated. The Customer is notified of the access restriction by email. The Customer's data is retained in accordance with clause 5.5 of this Agreement.

The period provided for in this clause forms part of the new settlement period for which the Provider has issued the Customer an invoice, and is payable as part of such period. The period provided for in this clause does not apply to AI Functionality — the procedure for its suspension is set out in clause 5.7 of this Agreement.

5.3. The Customer's access to the Software is not restored without payment of the debt for previously provided Services, including for the period provided for in clauses 5.1.6 and 5.2.4 of this Agreement, and prepayment for the next period of provision of the Services.

5.4. During the implementation stage (initial modifications and/or configuration) of the Software according to the Customer's needs, and until the Customer pays for access to the Software, the Customer pays the cost of the Actions blocks in the Scenario Builder necessary for such implementation (initial modifications and/or configuration) of the Software.

5.5. For 3 (three) months after the expiry of the period paid for by the Customer, the Provider retains all data placed in the Customer's ConnectiveOne instance, after which it may be deleted without the possibility of subsequent recovery.

5.6. In the event of modification and/or configuration of the Software according to the Customer's needs prior to the Customer paying for access to the Software, the results of such modifications and/or configuration, as well as all data placed in the Customer's ConnectiveOne instance, are retained by the Provider without additional payment for Software access services for 3 (three) months, after which they may be deleted without subsequent recovery.

5.7. Specifics of the provision of AI Functionality.

5.7.1. The Software's requests to large language models (LLMs) are performed solely within the volume of AI Answers and AI Categorization Requests paid for by the Customer (or provided by the Provider to the Customer at no additional cost) for the relevant settlement period in accordance with Sections 2.5-2.7 of Appendix 1.

5.7.2. From the moment such volume is exhausted, the execution of the relevant requests to LLMs automatically ceases immediately, without application of the periods provided for in clauses 5.1.6 and 5.2.4 of this Agreement. Modules whose operation depends on requests to LLMs become unavailable in the relevant part.

5.7.3. The provision of AI Functionality is resumed from the moment payment for an additional AI Answers package or AI Categorization Requests package is credited to the Provider's bank account, or from the first day of the next settlement period for which the Customer has paid for the relevant package.

5.7.4. The Provider automatically notifies the Customer of the usage of the paid package volume upon reaching 50%, 80%, 90% and 95% of such volume in the manner set out in Section 2.7.2 of Appendix 1. Failure to send, delay in sending, or non-receipt by the Customer of such a notification is not grounds for continuing to provide AI Functionality in excess of the paid volume and does not release the Customer from the obligation to pay for the volume actually consumed.

5.8. Restriction on adding parameters in excess of the paid limit.

5.8.1. The addition by the Customer of new parameters in excess of the limits paid for the current settlement period is technically restricted by the Software until payment under the relevant invoice is credited to the Provider's bank account. This applies, in particular, to: the creation of new Operator Seats, Light Users and QA seats in excess of the paid number; the connection of ConnectiveOne Modules and functions not paid for in the current period; an increase in the storage volume in excess of the Tariff Plan limit.

5.8.2. The restriction provided for in clause 5.8.1 does not apply to indicators generated automatically in the course of servicing end users: the number of dialogues processed (governed by Section 5.1 of Appendix 1) and Action Blocks (Section 2.4 of Appendix 1). The consequences of exhaustion of the volume of AI Answers and AI Categorization Requests are set out in clause 5.7 of this Agreement.

6. Cost of Services (Tariffs) and Payment Procedure

6.1. The cost of the Services under this Agreement is determined in accordance with the tariffs and payment terms in force, which are specified in Appendix 1. The tariffs are stated in US dollars and are payable within Ukraine in the national currency of Ukraine at the average US-dollar selling rate of banks in the city of Kyiv specified at https://minfin.com.ua/ua/currency/banks/kiev/usd/, on the basis of an invoice issued by the Provider.

6.2. Settlements with non-resident Customers and/or non-resident Providers are carried out in foreign currency in accordance with the currency legislation of Ukraine in force.

6.3. The cost of the Services (the Provider's tariffs) is stated exclusive of VAT. VAT is additionally charged on the cost of the Services (the Provider's tariffs) where the Provider is a VAT payer, and is paid separately in accordance with the legislation in force.

6.4. Payment for the Services is made by the Customer by non-cash payment to the Provider's bank account.

6.5. The Services are provided subject to payment of 100% upon the fact of receipt of payment into the Provider's bank account. The start date of the provision of the Services by the Provider is the start date of the period specified in the relevant invoice.

6.6. Procedure for changing tariffs:

The Provider has the right to unilaterally change tariffs and introduce new services. The Provider is obliged to notify the Customer of a change in tariffs at least 30 (thirty) calendar days in advance by sending a notice to the Customer's registered email address.

New tariffs apply to the Customer starting from the first day of the settlement month following the expiry of the 30-day notice period.

If the Customer does not provide a written refusal to continue the agreement on the new terms within 15 (fifteen) calendar days from the date of receipt of the notice, the change in tariffs is deemed accepted by the Customer.

Periods of access to the Software previously paid for are not subject to recalculation.

6.7. The Provider does not recalculate the cost of the Services or refund money for access to the Software paid for but not used by the Customer,

and for the receipt of other Services during the paid period, except in cases of early termination of the Agreement; accordingly, the Customer is solely responsible for the correctness of the payments they make.

6.8. In the event of early termination of the Agreement, recalculation and refund of the prepaid cost of the Services for full months after termination of the Agreement is carried out in proportion to the share of Services actually not provided for such months.

In the event of termination of the Agreement within a month, as the minimum period for the provision of services, the Provider does not recalculate the cost of the Services or refund money for the paid but unused period of provision of the Services during such month.

6.9. Automatic invoicing (automatic prepayment).

The Services under this Agreement are provided under the automatic prepayment model. The Provider automatically generates and sends the Customer an invoice for each subsequent settlement period no later than 14 (fourteen) calendar days before the start date of such period, without a separate application from the Customer.

The invoice is generated for a period of the same duration and for the same Order parameters (tariff plan, number of Operator Seats, Light Users and QA seats, the list and volume of additional services - add-ons) as were in effect in the current settlement period, unless the Customer has notified the Provider of a change to them in the manner provided for in this clause.

Before the start date of the new settlement period, the Customer has the right to: (a) pay the issued invoice; (b) change the Order parameters in accordance with the actual volume of usage; (c) refuse individual additional services (add-ons) or the Services as a whole in the manner provided for in clause 9.3 of this Agreement.

A change of Order parameters or refusal of an individual add-on is effected by the Customer sending a notice to the email address payment@connectiveone.io no later than 7 (seven) calendar days before the start date of the new settlement period, and takes effect from the first day of such period. Amounts previously paid for paid periods are non-refundable to the Customer.

The consequences of non-payment of the issued invoice are set out in clauses 5.1.6 and 5.2.4 of this Agreement, and with regard to AI Functionality – in clause 5.7 of this Agreement.

Automatic invoicing does not apply to Services provided on a one-off basis (Software fine-tuning work, Automation Guru, training and certification) — such Services are paid for on the basis of a separate invoice at the Customer's request.

7. Confidentiality

7.1. The Customer undertakes to maintain strict confidentiality with respect to all technical, commercial and other information received from the Provider, and to take all reasonable measures to prevent unauthorized use or disclosure of such information under this Agreement.

7.2. The Parties are not liable for a breach of confidentiality that occurred: as a result of force majeure circumstances; as a result of a breach of confidentiality at the request of state authorities in accordance with the legislation in force.

8. Liability of the Parties

8.1. The Parties to this Agreement bear liability with respect to the subject matter and terms of the Agreement in accordance with the legislation of Ukraine in force.

8.2. The Provider warrants the absence of software backdoors, spyware or malicious code in the Software and/or individual ConnectiveOne Modules to which the Customer is granted access under this Offer, and warrants that it will carry out updates related to identified Software security issues and/or serious Software vulnerabilities (if any).

8.3. The Provider is not liable for: direct or indirect losses, lost profit or moral damage of the Customer associated with the use of, or inability to use, the Software and/or individual ConnectiveOne Modules; deterioration in the quality of the Services or interruptions in the operation of ConnectiveOne arising as a result of causes beyond the Provider's control.

The Provider does not warrant that the Software will operate continuously, error-free and free from malware and other defects. If the Customer is dissatisfied with the terms and/or quality of operation of the Software, they may cease using it or contact the Provider's support service.

8.4. The Provider does not warrant the availability of third-party services with which the Customer may integrate the Provider's Software as a whole and/or individual ConnectiveOne Modules, the unavailability of which may lead to partial or complete inoperability of the Provider's Software as a whole and/or individual ConnectiveOne Modules.

In the event of a cyberattack (for example: DDoS, SQL injections, botnet attacks, etc.) on the Customer's services or on a third-party service integrated with the Software as a whole and/or individual ConnectiveOne Modules, the Provider has the right to temporarily block access to the Software until the attack ceases. Unavailability of the Software in such a case must not be counted in Downtime (DT) when determining Software availability (RUT) and is not deemed a breach of the service quality level (TUT).

8.5. Cap on Liability:

The Provider's total liability to the Customer on any grounds (contractual, tortious or otherwise) is limited to the amount actually paid by the Customer for the 12 (twelve) months preceding the event giving rise to the claim.

The Provider is not liable for indirect losses, lost profit, loss of data or business reputation arising as a result of the use of, or inability to use, the Software — regardless of whether the Provider was advised of the possibility of such losses.

8.6. The Customer is fully responsible for safeguarding their login and password and for losses that may arise from their unauthorized use. In the event of theft of the login and password through the fault of third parties, the Customer has the right to send the Provider an application to change the login and password, with the mandatory attachment to the application of the relevant financial document confirming payment for the Services. The Provider is not liable for the actions of third parties that caused the theft, and to recover money spent on stolen time, the client must apply to the relevant investigative and law-enforcement authorities.

8.7. If a dispute cannot be resolved through negotiations and out of court, the dispute may be referred for resolution through the courts.

8.8. The extent of liability not governed by this Agreement is governed by the legislation of Ukraine in force.

9. Effective Date of the Agreement. Term. Procedure for Amendment and Termination.

9.1. The Agreement is public and indefinite, and is valid until its termination by either Party in the manner established by the Agreement and the legislation in force, but in any case until its final performance by the Parties. This Agreement is deemed agreed by the Customer and concluded at the Provider's location as of the date of acceptance.

9.2. The Parties have the right to terminate this Agreement unilaterally in the event of non-performance by one of the Parties of the terms of this Agreement and in the cases provided for by this Agreement and the legislation of Ukraine in force.

9.3. Early termination of the Agreement by the Customer:

The Customer has the right to unilaterally terminate the Agreement by sending a written notice to the email address payment@connectiveone.io at least 15 (fifteen) calendar days before the date of termination.

The Provider confirms receipt of the notice within 5 (five) business days.

Upon early termination of the Agreement: (a) the cost of services for the current settlement month (or part of it) is non-refundable; (b) in the case of advance payment for several months, the proportional part of the prepayment for the full unused months remaining is refunded.

9.4. The introduction of amendments (additions) to this Agreement, and changes to the procedure, scope and terms of provision of the Services, are carried out by the Provider unilaterally, subject to written notice to the Customer at least 30 (thirty) calendar days before such changes take effect.

Notice of changes is sent to the Customer's registered email address and is additionally published on the ConnectiveOne website.

In the event of the Customer's disagreement with the changes made to this Agreement, the Customer has the right to terminate it in the manner established by this Agreement. All appendices, amendments and additions to this Agreement form an integral part of it.

10. Special Conditions

10.1. The Services under this Agreement shall not be provided to individuals or legal entities included on the sanctions lists of Ukraine (National Security and Defense Council), the EU, the United States (OFAC/SDN), the United Kingdom (OFSI), or the UN, and/or who hold citizenship (except for those legally residing in Ukraine) and/or have a place of residence and/or a place of registration and/or conduct business in states engaged in armed aggression against Ukraine (the Russian Federation and the Republic of Belarus), and/or have business relations with the aforementioned states, as well as with individuals and legal entities who are citizens (except for those legally residing in Ukraine) and/or have their place of residence and/or place of registration in the aforementioned states.

10.2. The persons specified in clause 10.1 have no right to conclude this Agreement, nor are they entitled to obtain access to the Software as a whole and/or to individual modules of the Software (API services) under this Agreement.

10.3. The Customer confirms that they and/or their ultimate beneficial owners are not the persons specified in clause 10.1.

10.4. In the event of detection of facts of access to the Software as a whole and/or to individual modules of the Software (API services) by the persons specified in clause 10.1, the Provider immediately and without warning terminates such access and the provision of the Services under this Agreement. In such case, the money paid by such persons is non-refundable and is treated by the Provider as a penalty for breach of the terms of this Agreement.

10.5. The Parties undertake to comply with applicable sanctions legislation regarding the application, enforcement, and regulation of specific economic and other restrictive measures (sanctions), as well as sanctions imposed by the United Nations Security Council, the Council of the European Union, the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce, the Office of Financial Sanctions Implementation of the Treasury of His Majesty the United Kingdom of Great Britain and Northern Ireland, among others, any and all subsequent laws and regulations adopted to implement such laws (including any amendments and additions periodically made to such legislative acts) (hereinafter referred to as "Sanctions Legislation").

10.6. In performing their obligations under this Agreement, the Parties agree to verify compliance with Sanctions Legislation by their affiliates and counterparties (suppliers of goods, works, and services; intermediaries; and contractors) and agree to:

- not to engage in any actions that violate the requirements of Sanctions Legislation, including, but not limited to, those listed above;
- to refrain from any direct or indirect, personal, or third-party interaction, business activity, or the provision and/or receipt of any -any Goods and/or Services that are directly and/or indirectly prohibited by applicable Sanctions Legislation with individuals, enterprises, institutions, or organizations against whom restrictive measures (sanctions) have been imposed by Ukraine.

10.7. The Parties hereby affirm and guarantee to each other the following:

- They do not engage in economic activities in cooperation with the aggressor state as defined by the Law of Ukraine "On Amendments to Certain Legislative Acts of Ukraine Regarding the Establishment of Criminal Liability for Collaboration" dated March 3, 2022, No. 2108-IX, nor with illegal

authorities established in the temporarily occupied territory, including the occupying administration of the aggressor state;

- they do not engage in any activities aimed at financing terrorism or the proliferation of weapons of mass destruction.

10.8. If one of the Parties discovers that its affiliates or counterparties (suppliers of goods, works, or services; intermediaries; or contractors) have violated the provisions of this section of the Agreement set forth above, it undertakes to notify the other Party of such violations in writing.

10.9. If one of the Parties has reasonable grounds to suspect that a breach of any of the above provisions of this Section of the Agreement has occurred or may occur by the other Party, its affiliates, or counterparties (suppliers of goods, works, or services; intermediaries; and contractors), such Party shall have the right to request that the other Party provide comments and information (documents) that refute or confirm the fact of the violation.

10.10. If it subsequently becomes known that a Party has breached its warranties set forth in this section of the Agreement, the other Party shall have the right, without notice to the breaching Party, to immediately terminate this Agreement and/or the relevant Addendum thereto without incurring any penalties for the termination of the Agreement and/or the relevant Addendum thereto. In such a case, the defaulting Party undertakes to compensate the other Party for any damages, fines, claims, or losses caused by the breach of warranties and, on its own, without involving the other Party, to settle all claims, lawsuits, demands, orders, or decisions issued by government authorities, the Security Service of Ukraine, the Prosecutor General's Office of Ukraine, the court, and/or any third parties, as well as to reimburse all actual expenses incurred by the other Party in performing the Agreement and/or the relevant Supplementary Agreement thereto up to the date of its termination.

11. The Use of Artificial Intelligence Features and Transparency Requirements (EU AI Act)

11.1. The Program includes modules and features based on artificial intelligence technologies (hereinafter referred to as "AI Features"). Under Regulation (EU) 2024/1689 of the European Parliament and of the Council of June 13, 2024 (EU AI Act), the Contractor acts as the Provider of the AI system, and the Customer acts as its Operator.

11.2. In accordance with the requirements of Article 50(1) of Regulation (EU) 2024/1689, the Program includes, by default, a built-in automatic notification for end users (natural persons) that they are interacting with an artificial intelligence system and that the responses in the Program are artificially generated (hereinafter referred to as the "AI Notice"). The Customer is strictly prohibited from independently concealing, deleting, blocking, or distorting the AI Notice, as well as from interfering with the technical (machine-readable) labeling of synthetic content provided for in Article 50(2) of Regulation (EU) 2024/1689.

11.3. Disabling the visual display of AI Notifications in the Customer's account is permitted only in exceptional cases, upon the Customer's written request, and provided that the Parties sign a separate Supplementary Agreement regarding the allocation of liability and compensation for financial losses.

11.4. If the Customer, in any way (including through custom settings, widget modifications, use of the API, or under a separate Supplemental Agreement), hides or disables AI Notifications, the Customer shall bear sole and full responsibility for compliance with Article 50 of Regulation (EU) 2024/1689 and other applicable laws vis-à-vis its end users and supervisory authorities.

11.5. The Customer agrees to fully compensate the Contractor for any property losses, actual damages, administrative fines, sanctions imposed by EU supervisory authorities or other jurisdictions, legal costs, and expenses for legal assistance incurred by the Contractor as a result of the absence of an AI Notice in the Customer's communication channels or the Customer's breach of this section of the Offer. Any limitations on liability set forth in this Offer shall not apply to the Customer's aforementioned obligation to compensate for losses.

11.6. The Contractor has the right, unilaterally, without prior notice, and without incurring any penalties, to forcibly reinstate the display of the AI Notice or suspend the Customer's access to the AI Functionality in the event of a request from a regulatory authority, a complaint from an end user, or the risk that the Contractor may be held liable.

12. Data Protection and Processing of Personal Data

12.1. The Provider provides the services in accordance with the data protection legislation in force, including the Law of Ukraine "On the Protection of Personal Data" and the GDPR. However, the Provider bears no liability for ensuring the Customer's compliance with these rules in its interaction with End Users. The Customer acknowledges that it is solely responsible for determining whether its use of the services involves the processing of Personal Data collected directly from End Users, and for ensuring full compliance with all legal obligations associated with such processing.

12.2. The Parties agree that, in providing the Services, the Provider acts as the Processor of personal data (Data Processor), and the Customer acts as the Controller (Data Controller) within the meaning of Regulation (EU) 2016/679 (GDPR) and the Law of Ukraine "On the Protection of Personal Data".

12.2.1. Processing of Personal Data by the Provider takes place only if the Customer has concluded a separate legally binding Data Processing Agreement (DPA) with the Provider. Without such an agreement, the Provider will not take any specific data-protection measures other than those required to ensure the basic functionality of the services and the GDPR.

12.2.2. The Customer must personally contact the Provider with a request to conclude a Data Processing Agreement (DPA) if such a need arises. A signed DPA will clearly define the obligations and responsibilities of each party, in particular regarding the protection of data subjects' rights and compliance with data protection legislation.

12.2.3. In the event of any discrepancies between this section and the provisions of the Data Processing Agreement (DPA), the provisions of the DPA prevail.

12.3. Allocation of responsibility between the Customer (Controller) and the Provider (Processor):

The Customer, as the Controller, independently determines the purposes, grounds and means of processing the personal data of End Users.

The Provider, as the Processor, processes personal data solely on the basis of the Customer's instructions.

The Customer is responsible for: (a) determining the legal basis for processing personal data in accordance with GDPR Art. 6; (b) providing End Users with appropriate notices about data processing; (c) complying with the principles of data minimization and storage-period limitation.

The Provider is not liable for breaches arising as a result of the Customer's instructions or unlawful actions of the Customer as the Controller.

The Customer, as the Controller, is fully responsible for determining the purposes, legal bases and means of collecting and processing Personal Data.

12.4. The Customer undertakes to indemnify the Provider for any losses and to hold it harmless from any claims, fines, losses or liability arising in connection with:

12.4.1. the Customer's breach of the GDPR or other applicable laws;

12.4.2. any unauthorized or unlawful processing of Personal Data, where it is carried out for the Customer and according to its instructions;

12.4.3. any complaints, disputes or lawsuits brought by data subjects, regulatory authorities or third parties.

12.5. The Provider implements reasonable technical and organizational measures to protect Personal Data against unauthorized access, loss or alteration.

12.6. The Provider is not liable for any unauthorized access to or misuse of Personal Data if it occurred as a result of the Customer's acts or omissions, in particular through the transfer of access to third parties or improper safeguarding of its own systems.

13. Rights of Data Subjects and the Provision of Assistance

13.1. The Customer is solely responsible for handling Data Subjects' requests regarding their rights in accordance with the GDPR.

13.2. The Provider does not handle Data Subjects' requests directly, unless otherwise provided by law. If the Provider receives a request from a Data Subject, it will notify the Customer and act in accordance with the Customer's instructions.

13.3. The Provider is not liable for any refusal or improper response by the Customer to Data Subjects' requests.

14. Additional Terms

14.1. By concluding this Agreement, the Customer confirms their consent, in the event that they are a natural person, to the receipt and processing by the Provider of the Customer's personal data for the purpose of performing the terms of this Agreement.

12.11.2026