PRODUCTION LICENSE AGREEMENT

Chat-Tevez Psychology RAG Chatbot

License Agreement for Commercial Use and Full Rights Transfer

PARTIES

LICENSOR (Developer):

- **Name:** Ngana Noa Junior
- **Email:** noafrederic91@gmail.com
- **Phone:** +237676537278
- **Role:** Original Developer and Creator of Chat-Tevez

LICENSEE (Purchaser):

- **Name:** Atancho Johannes A.
- **Role:** Full Rights Holder and Commercial User

PRODUCT DESCRIPTION

Product Name: Chat-Tevez Psychology RAG Chatbot

Description: A comprehensive psychology-focused chatbot system utilizing Retrieval-Augmented Generation (RAG) technology, powered by Google Gemini API, Pinecone vector database, and LangChain framework. The system provides mood analysis, therapeutic support, psychology-themed humor, and conversation memory for mental health and emotional well-being applications.

Components Included:

- Complete Node.js backend application
- RAG implementation with vector database
- Mood analysis and psychology-focused response system
- REST API with comprehensive endpoints
- CLI testing interface
- Complete documentation (API docs and integration guides)
- All source code, configurations, and dependencies
- Knowledge base with processed psychology books
- Vector embeddings and trained models

LICENSE TERMS

1. FULL RIGHTS TRANSFER

Upon execution of this agreement and receipt of payment, **Ngana Noa** hereby transfers **ALL RIGHTS, TITLE, AND INTEREST** in the Chat-Tevez system to **Atancho Johannes A.**, including but not limited to:

- **Intellectual Property Rights:** All copyrights, patents, trademarks, and trade secrets
- **Source Code Rights:** Complete ownership of all code, algorithms, and implementations
- **Commercial Rights:** Unlimited right to use, modify, distribute, and commercialize
- **Derivative Works:** Right to create derivative works and modifications
- **Branding Rights:** Right to rebrand, rename, and market under any name
- **Licensing Rights:** Right to sublicense or sell to third parties

2. SCOPE OF TRANSFER

INCLUDED IN TRANSFER:

- All source code files and documentation
- Database schemas and vector embeddings
- API configurations and integrations
- Knowledge base and processed content
- All intellectual property and proprietary algorithms
- Rights to use third-party integrations (subject to their respective licenses)

EXCLUDED FROM TRANSFER:

- Third-party API keys and accounts (Gemini, Pinecone, LangChain)
- Third-party service subscriptions and billing
- Developer's personal accounts and credentials

3. DEVELOPER RESPONSIBILITIES AND LIMITATIONS

NGANA NOA'S RESPONSIBILITIES:

- Deliver complete, functional codebase as described
- Provide all source code, documentation, and configuration files
- Ensure the system is operational at time of transfer
- Provide basic technical handover documentation

NGANA NOA'S LIMITATIONS AND EXCLUSIONS:

- **NO DEPLOYMENT SUPPORT:** Developer is not responsible for deployment, hosting, or infrastructure setup
- **NO INTEGRATION SUPPORT:** Developer is not responsible for integrating the system into other applications or platforms
- **NO MAINTENANCE:** Developer is not responsible for ongoing maintenance, updates, or bug fixes
- **NO TECHNICAL SUPPORT:** Developer is not obligated to provide technical support after delivery
- **NO THIRD-PARTY ISSUES:** Developer is not responsible for issues with third-party services (Gemini, Pinecone, etc.)
- **NO SCALING SUPPORT:** Developer is not responsible for performance optimization or scaling
- **NO CUSTOMIZATION:** Developer is not obligated to make modifications or customizations

4. LICENSEE RIGHTS AND RESPONSIBILITIES

ATANCHO JOHANNES A.'S RIGHTS:

- **Complete Ownership:** Full ownership of the delivered system
- **Unlimited Use:** Use the system for any commercial or non-commercial purpose
- **Modification Rights:** Modify, enhance, or completely rewrite any part of the system
- **Distribution Rights:** Distribute, sell, or license the system to others
- **Branding Rights:** Use any branding, naming, or marketing approach
- **Independence:** Operate completely independently without developer involvement

ATANCHO JOHANNES A.'S RESPONSIBILITIES:

- **Self-Sufficiency:** Handle all deployment, integration, maintenance, and support independently
- **Third-Party Compliance:** Ensure compliance with all third-party service terms (Gemini, Pinecone, LangChain)
- **API Key Management:** Obtain and manage all necessary API keys and subscriptions
- **Legal Compliance:** Ensure all use complies with applicable laws and regulations
- **Data Protection:** Handle user data and privacy in accordance with applicable laws

5. PAYMENT TERMS

License Fee: [TO BE NEGOTIATED]
Payment Method: MTN Mobile Money
Payment Schedule: Full payment due upon agreement execution
Currency: XAF

6. DELIVERY TERMS

Delivery Method: Complete source code package via secure file transfer
Delivery Timeline: Within 7 days of payment receipt
Delivery Format:

- Complete Git repository with full history
- Documentation package
- Setup and configuration instructions
- Knowledge base files and vector embeddings

7. WARRANTIES AND DISCLAIMERS

LIMITED WARRANTY:

- The system is delivered "AS IS" and functional at time of transfer
- Code is free from known malicious content
- Developer has legal right to transfer the system

DISCLAIMER OF WARRANTIES:

- **NO WARRANTY** of fitness for any particular purpose

- **NO WARRANTY** of merchantability
- **NO WARRANTY** of error-free operation
- **NO WARRANTY** of compatibility with future technologies
- **NO WARRANTY** of third-party service availability or functionality

8. LIMITATION OF LIABILITY

NGANA NOA'S LIABILITY IS LIMITED TO:

- Maximum liability shall not exceed the license fee paid
- Liability limited to delivery of functional codebase only
- **NO LIABILITY** for consequential, incidental, or indirect damages
- **NO LIABILITY** for business losses, data loss, or operational issues
- **NO LIABILITY** for third-party service failures or changes
- **NO LIABILITY** for deployment, integration, or operational issues

9. INDEMNIFICATION

ATANCHO JOHANNES A. agrees to indemnify and hold harmless **NGANA NOA** from any claims, damages, or liabilities arising from:

- Use of the system in any application or environment
- Integration with other systems or platforms
- Compliance with laws and regulations
- Third-party service usage or violations
- Data privacy or security issues
- Commercial use or distribution of the system

10. TERMINATION

This agreement is **PERPETUAL** and cannot be terminated once executed. The rights transfer is **PERMANENT** and **IRREVOCABLE**.

PROF

11. GOVERNING LAW

This agreement shall be governed by the laws of [JURISDICTION TO BE SPECIFIED].

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter.

SIGNATURES

LICENSOR:

Ngana Noa
Developer and Original Creator

Email: noafrederic91@gmail.com
Phone: +237676537278

Signature: _____

Date: _____

LICENSEE:

Atancho Johannes A.
Full Rights Holder

Signature: _____

Date: _____

TECHNICAL SPECIFICATIONS

System Requirements:

- Node.js 18.0.0 or higher
- 4GB RAM minimum (8GB recommended)
- 10GB storage space
- Internet connection for API services

Third-Party Dependencies:

- Google Gemini API (requires API key)
- Pinecone Vector Database (requires API key)
- LangChain (requires API key for enhanced features)

Included Components:

- Complete source code (Node.js/Express)
- Vector database with 4,639 processed documents
- 6 psychology books processed and embedded
- REST API with 15+ endpoints
- CLI testing interface
- Comprehensive documentation
- Setup and deployment scripts

Performance Specifications:

- Supports concurrent conversations
- Sub-second response times for mood analysis
- Scalable architecture for production use
- Memory-efficient conversation management

END OF LICENSE AGREEMENT