

## **Services Agreement**

On .....dated .../.../2024, this agreement "**Agreement**" is entered into force by and between:

**First:** XXX .AI for Artificial Intelligence, incorporated under the provisions of laws of the KINGDOM OF SAUDI ARABIA, having its headquarter at. , Commercial Register No., and represented herein by Mr. ...., in his capacity as .....

**(Hereinafter referred to as the "First Party" or "Service Provider" or 'The Company')**

**Second:** ..... incorporated under ..... laws, having its headquarter at ..... Commercial Register No. ...., and represented herein by Mr. ...., in his capacity as .....

**(Hereinafter referred to as the "Second Party" or "The client")**

### **Preamble**

WHEREAS, the First Party is a leading company specializing in providing intelligent call center solutions powered by artificial intelligence technologies, aimed at enhancing customer experience and delivering comprehensive technical support to businesses and organizations across various communication channels. and

Whereas the Second Party is a company that works in the field of ....., and desires to obtain the services of the First Party one of the companies which work in the field of ....., and desires to obtain the services of the First Party,

and

Whereas this desire is accepted by the First Party;

Therefore, after the acknowledgment of both Parties that they have the legal capacity to legally endorse, they agreed on the following:

### **(Clause No. 1) PREAMBLE**

The Preamble is considered as an integral part of this Agreement and complementary thereto.

### **(Clause No. 2) TERMS OF SUPPLY**

Under this Agreement, the First Party shall grant the Second Party a temporary right to use the pre-installed AIDOS software (Artificial Intelligence Dialogue Operating System) (hereinafter referred to as the "AI-Powered Customer Service Agent"), and provide related technical support services, and the Second Party shall pay for the services rendered.

### **(Clause No. 3) First Party's Scope of Services**

The Company shall:

1. Provide the services as set forth in this Agreement in a proper manner and within the deadlines agreed upon by the Parties.
2. Provide the Client with the tax invoice prepared for the provided service in accordance with the requirements of the applicable laws of the Arab Republic of Egypt.
3. Ensure compliance with the provisions of privacy and personal data protection laws applicable in the Arab Republic of Egypt.
4. Provide the Client with training on how to use the control panel for the AI-Powered Conversational Operating System known as AIDOS (referred to herein as the "AI-Powered Customer Service Agent") " in the context of oral consultations.

Provide technical and consulting support to the Client in operating the control panel for the AI-Powered Conversational Operating System known as AIDOS (referred to herein as the "AI-Powered Customer Service Agent")

**The Company shall have the right to:**

1. Suspend the provision of the services as set forth in this Agreement in the event of the Client's failure to fulfill its obligations as set forth in this Agreement, (as referred to in Annex1).
2. With the Client's consent, engage third parties to provide services under this Agreement. The Company shall bear full responsibility to the Client for any breach of obligations or improper performance by such third parties.

**(Clause No. 4) Second Party's Obligations**

The Client shall:

1. Pay for the Company's services as set forth in **Clause 5** in this Agreement upon issuance of the usage invoice.
2. Provision of Technical Requirements and Information: Prior to the provision of the service, ensure the availability of the necessary technical requirements for its provision, and transfer the information required for the provision of the service in a timely manner.
3. Ensure the availability of the technical requirements necessary for the provision of services and the compliance of the Client's employees and other authorized persons with the system's usage.
4. Ensure the maintenance of keys/passwords transmitted to the personal account.
5. Proper Use of the "AI-Powered Customer Service Agent" and Account: Use the system and the personal account as intended, prevent any deterioration in its beneficial characteristics, and refrain from making any changes to the program code, design, configuration, or structure.
6. Notification of Malfunctions and Improper Operation: Notify the Company in writing of any malfunctions and improper operation of the "AI-Powered Customer Service Agent", as well as the need for training on how to use the "AI-Powered Customer Service Agent".

**(Clause No. 5) Financial Return**

The First Party shall be entitled to the financial consideration for its services provided under this Agreement as specified in Annex 1 attached hereto, which includes a detailed breakdown of prices and the First Party's bank account information. These services are provided as software as a Service ).

1. **Payment Method:** The financial consideration shall be paid monthly, in arrears, for each successful communication, within a maximum of five (5) business days after the date of issuance of the monthly usage invoice.
2. **Exceeding Call Limit:** If the number of successful communications exceeds the number allowed under the subscription terms, the Client shall have the right to purchase additional packages or upgrade its subscription to a package with more successful communications.
3. **Price Changes:** The First Party may unilaterally change the *prices* of the services in the following cases:
  - o Increase or decrease in the cost of services of telecommunications operators, service providers, and other telephone companies.

- For any other reasons, not more than once (1) every six (6) months.
4. **Notification of Price Changes:** The First Party shall notify the Client of any change in the *prices* of the services at least ten (10) calendar days prior to the proposed effective date of the change, by sending a written notice to the Client.
  5. **Agreement to Price Changes:** If the Client agrees to the change in *prices*, the Parties agree to sign a new annex to Annex 1 containing the revised *prices*.
  6. **Disagreement to Price Changes:** If the Client does not agree to the change in the *prices* of services and notifies the First Party of its disagreement in writing, the First Party shall have the right to terminate this Agreement after making mutual financial settlements.
  7. **Implied Agreement:** The Client's failure to respond to the notice of change in the *prices* of the services for more than five (5) calendar days after receipt of the notice from the First Party shall be deemed as the Client's implied agreement to the new *prices*.
  8. **Payment Method:** All payments under this Agreement shall be made in non-cash form to the First Party's bank account specified in Annex 1.
  9. **Value Added Tax (VAT):** All amounts stated in this Agreement and its annexes are exclusive of Value Added Tax ("VAT").
  10. **Late Payment Penalty:** For each day of delay in payment of the invoice within the period specified in section 2 of this Clause, the First Party shall have the right to demand from the Client the payment of a penalty at a rate of 0.5% of the invoice amount for each day of delay in payment, but not more than 10% of the amount due.
  11. **Suspension of Services Due to Late Payment:** If the non-payment/delay in payment for the Company's services continues for more than five (5) business days from the due date specified in Section 2 of this Clause, the First Party shall have the right to suspend the provision of services until the Client pays the debt.

#### **(Clause No. 6) TERM AND TERMINATION**

1. The term of this Agreement commences on .../.../202 till .../.../202... . This Agreement will automatically renew for another year unless either party gives prior written notice at least [30] days before the current term ends.
2. Both Parties shall be entitled to terminate this Agreement at any time without providing any cause, provided that in the event one of the Parties desires to terminate this Agreement, this Party shall be obliged to notify the other Party thirty days before the designed date of termination, and in this case the other Party shall not be entitled to any compensation for such termination.
3. The First Party shall be entitled to terminate this Agreement immediately in case of violation of the Second Party of any of his obligations imposed on his burden according to this Agreement, this will be without warning, an injunction or issuing a judgment of termination, and without prejudice of the First Party's entitlement to claim a compensation from the Second Party as a result of this violation.

#### **(Clause No. 7) REPRESENTATION AND WARRANTIES**

The Parties represent, warrant, and covenant as follows:

- 1. Capacity and Authority:** Each Party has the full legal capacity, power, and authority to enter into this Agreement and perform its obligations hereunder.
- 2. Compliance with Laws:** Each Party will comply with the applicable laws and regulations of the Arab Republic of Egypt relating to its business activities under this Agreement.
- 3. Intellectual Property:** The execution of this Agreement and the use of intellectual property rights hereunder do not infringe upon the intellectual property rights of any third party.
- 4. Authorization:** The persons executing this Agreement on behalf of each Party are duly authorized to do so.
- 5. Binding Effect:** Upon due execution, this Agreement constitutes valid, legal, and binding obligations, enforceable against each Party in accordance with its terms, and does not conflict with any other agreement, judgment, or court order binding upon such Party.
- 6. No Impediments:** To each Party's knowledge, there are no undisclosed, pending, or threatened actions, claims, events, or circumstances that would prevent or materially adversely affect this Agreement or either Party's ability to perform its obligations hereunder.
- 7. Additional Warranties from the Client (Specific to the Client):**
  - The Client warrants to the Company that it has all necessary authorizations to collect, process, and transfer personal data of third parties in accordance with the applicable laws of the Arab Republic of Egypt.
  - The Client acknowledges that any actions taken by its employees, representatives, or other authorized persons using access systems and personal passwords to connect to or disconnect from the Company's services using the "AI-Powered Customer Service Agent" or the personal account are deemed equivalent to actions taken by the Client personally.
  - The Client is fully responsible for the content and accuracy of the information and documents provided to the Company and warrants that they do not conflict with ethical and moral standards or violate applicable laws in the Arab Republic of Egypt.
  - The Client agrees to indemnify and hold the Company harmless from any claims, actions, damages, losses, or expenses (including attorneys' fees) arising out of the Client's breach of any of these warranties or its obligations under this Agreement.

#### **(Clause No. 8) CONFIDENTIALITY**

1. A party receiving confidential information ("Receiving Party") shall keep in strict confidence all technical or commercial information or any such information obtained under this Agreement which is confidential in nature and have been disclosed by the other Party ("Disclosing Party"). The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents, or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of this Agreement. For avoidance of any doubt, it is understood between the Parties that term "**Confidential Information**" shall not include any information which (I) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Disclosing Party, (II) was available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, (III) has

been independently acquired or developed by the Receiving Party without violating any of the Disclosing Party's obligations under this Agreement. Either party may disclose the confidential information in case requested to do so by the court or any governmental or regulatory authority that may request such information.

2. Neither Party may use the Confidential information of the Disclosing Party for any purpose other than the fulfillment of the respective obligations prescribed herein.

#### **(Clause No. 9) ASSIGNMENT**

Both Parties shall not be obliged to assign or waive any of their obligations or rights mentioned herein to any third party unless obtained prior written consent of the other Party.

#### **(Clause No. 10) TAX**

Both Parties shall be obliged to pay the imposed taxes arising out of this Agreement according to the applicable laws and regulations.

#### **(Clause No. 11) RELATIONSHIP OF THE PARTIES**

Both Parties acknowledge that this Agreement shall not grant, give, or interpret as rising an agency relationship, partnership, employment or other relationships between the Parties, it is only commercial Agreement between two separated Parties.

#### **(Clause No. 12) NOTICES**

1. All correspondences and notices required to be given, or information sent by either of the Parties to the other Party to the provisions of this Agreement must be in Arabic or English, in writing and shall be sent:

- a) by registered post; and
- b) by email.

In the case of sending to the First Party to the address specified on the first page of this Agreement and with the following additional details:

**For the attention of:** .....

**Email:** .....

And in the case of sending to the Second Party to the address specified on the first page of this Agreement and with the following additional details:

**For the attention of:** .....

**Email:** .....

2. It is agreed between the Parties that the correspondences sent on the aforementioned addresses are legally valid and effective, and in case that any of the Parties changes his mentioned address, this Party shall be obliged to notify the other Party of this change in writing, otherwise the correspondences are deemed to be legal and valid.

#### **(Clause No. 13) INDEMNITY AND LIMITATION OF LIABILITY**

1. Each Party agrees to indemnify and hold the other Party harmless from any direct damages arising from its breach of any of its obligations set forth in this Agreement. The maximum amount of

compensation for direct damages shall be 25% of the value of the work resulting from this Agreement during the year preceding the breach. However, compensation may exceed this limit in cases of gross negligence, willful misconduct, or fraud.

**2. Limitation of Liability of the Company:** Notwithstanding the foregoing previously, the Company shall not be liable to the Client for any of the following:

- The Client's configuration of the personal account, if such configuration results in any third party interference with the services.
- Any potential losses of the Client related to incidental or indirect damages, including, but not limited to, loss of profits, loss of business, and other financial losses incurred when using the Company's services.
- The Client's expenses related to the Company's phone numbers that were dialed by mistake (due to reasons attributable to the Client).
- Any potential deterioration of the Company's services due to damaged or unsuitable equipment used by the Client.
- The quality of communication services or the operation of the telecommunications service provider.
- The dissemination of information of any kind and any damage caused to third parties by the Client using the services.

**3. Indemnification of the Company by the Client:** If the Client breaches any of the warranties set forth in this Agreement, the Client shall indemnify and hold the Company harmless from any claims, actions, damages, losses, or expenses (including attorneys' fees) arising out of such breach.

**(Clause No. 14) COMPLIANCE**

Both Parties warrant that:

- A)** Except for this contractual arrangement, there is no relationship, direct or indirect, between the Merchant, its director, officer, shareholder, affiliates, and the Service Provider, and vice versa.
- B)** It is not engaged in any business or activities or maintain any relationships that conflict in any way with the full performance of its obligations under this Agreement.
- C)** It has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party or its employees or agents in connection with this Agreement.
- D)** To the extent applicable, both Parties have complied with all anti-money laundering statutes, laws and regulations and no action, suit or proceeding by or before any court, governmental body or regulatory body is pending against one of them.
- E)** In case that one of the Parties identifies any serious concern related to an act of fraud, corruption, malpractice or anything else which may be unethical conduct committed by the other Party's employees or anyone associated with work provided in this Agreement, the Party who identifies the concern shall be obliged to notify the other Party of this concern immediately on the addresses mentioned above.

**(Clause No. 15) GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties undertake to use their best efforts to resolve any dispute or difference arising out of or in connection with the interpretation or performance of this Agreement amicably through direct negotiations or the exchange of settlement memoranda. Any claim or settlement memorandum shall be responded to within a maximum period of seven (7) business days from the date of receipt.

**1. Jurisdiction:** In the event that an amicable settlement cannot be reached within a reasonable time, the Parties agree that the courts of the KINGDOM OF SAUDI ARABIA shall have exclusive jurisdiction to hear and determine any dispute or difference arising out of or relating to this Agreement, whether such dispute is of a contractual or non-contractual nature, including any dispute relating to the validity, interpretation, performance, or termination of this Agreement.

**2. Interim and Conservatory Measures:** Nothing in this Agreement shall be construed as preventing either Party from seeking interim or conservatory measures from any competent court in the Arab Republic of Egypt, including, but not limited to, temporary restraining orders, injunctions, or specific performance orders, as may be reasonably necessary to protect its rights and legitimate interests.

#### **(Clause No. 16) (ENTIRE AGREEMENT)**

This Agreement replaces all the correspondences, negotiations and writings between the Parties regarding the subject-matter of this Agreement.

#### **(Clause No. 17) FORCE MAJEURE**

1. The Parties shall bear no responsibility for failure to fulfill any of their respective obligations, if they prove that such failure is caused by a force majeure, i.e. events or circumstances that are beyond the affected Party's reasonable control, occur after the date of this Agreement, are unforeseeable and unavoidable. The force majeure circumstances include, but not limited to, a fire, flood, earthquake, acts of war, etc. and their implications, as well as prohibitive measures adopted by governmental bodies, provided that such circumstances have had a direct impact on the implementation of this Agreement.
  
2. The Parties shall be entitled to suspend the fulfillment of their obligations under this Agreement during the period of occurrence of a force majeure circumstance, by signing an amendment.
3. The Parties agree that the period required by the Parties to fulfill their respective obligations hereunder, shall be prolonged by the period of occurrence of the force majeure circumstance.
4. If a force majeure circumstance lasts for more than sixty (60) days, either Party shall be entitled to terminate this Agreement by giving a written notice to the other Party.
5. Despite the occurrence of a force majeure, prior to termination hereof due to such force majeure the Parties shall make final mutual settlements.
6. The Party prevented from the fulfillment of its respective obligations hereunder due to the occurrence of a force majeure circumstance, shall forthwith inform the other Party to that effect in writing, as well as shall, within thirty (30) days, provide the other Party with an

evidence of such force majeure circumstance. A certificate or other relevant document issued by the competent body located at the place of occurrence of the force majeure circumstance shall be deemed adequate evidence.

**(Clause No. 18) (AMENDMENTS)**

No Clause herein shall be amended or canceled unless all the Parties agreed on such amendment or cancelation in writing.

**(Clause No. 19) (SEVERABILITY)**

In the event that any of the Clauses mentioned herein is illegal or ruled that it is illegal by a court ruling, the other Clauses remain effective and valid.

**(Clause No. 20) (LANGUAGE)**

This Agreement is drawn up in Arabic and in English, and in case of contradiction, the Arabic text shall prevail.

**(Clause No. 21) (COUNTERPARTS)**

This Agreement is drawn up in duplicate; each Party has a copy to act accordingly.

**First Party:**

Name :

Title of Signatory :

Signature:

Seal:

**Second Party:**

Name:

Title of Signatory :

Signature:

Seal: