

Software License Agreement

BACKGROUND:

The Vendor wishes to license the AI BOT software license to the Licensee, and the Licensee desires to license the AI BOT software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- **License.**

- **Grant of License for AI BOT Software.** Under this Agreement, the Vendor grants to the Licensee a non-exclusive and non-transferable license (the "License") to use the AI BOT software, which includes the executable computer programs, any related printed, electronic, and online documentation, and any other files that may accompany the product (the "Software").

- **Ownership and Intellectual Property Rights.** The Software's title, copyright, intellectual property rights, and distribution rights remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

- **Site License Limitations.** This Agreement grants a site license to the Licensee. The Software may be loaded onto a maximum of one website.

- **Personal Rights and Restrictions on Transfer.** The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any rights or obligations this Agreement grants to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

- **Prohibitions on Software Alterations.** The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

- **Breach of License Terms.** Failure to comply with any of the terms

under the License section will be considered a material breach of this Agreement.

License Fee. The Licensee agrees to pay one of the subsequent monthly subscription charges for the Software license, based on their chosen option. (Note: prices are subject to change without any prior notice)

- Starter Package: \$29.99 per month
- Pro Package: \$149.99 per month
- Pro Plus Package: \$299.99 per month
- Enterprise Package: Starting at \$499.99 per month.

The payment made by the Licensee shall serve as the entire license fee and constitutes the full consideration for this Agreement as per selected package.

The data cycle, encompassing queries, document updates, text usage, and related activities, shall commence with a zero balance at the conclusion of each month. At the conclusion of each month, any unused data, including messages, document uploads, text usage, and website activity, shall not be carried over to the subsequent month.

- **Limitation of Liability.**

- **Limitation of Vendor's Liability.** The Software is provided by the Vendor and accepted by the Licensee "as is." Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

- **No Warranty.** The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

- **Acceptance of Imperfections.** The Vendor does not warrant that the Software will be uninterrupted or error-free. The Licensee generally accepts that Software is prone to bugs and flaws within an acceptable level as determined in the industry.

- **Warrants and Representations.** The Vendor warrants and represents that it

is the copyright holder of the Software. The Vendor warrants and represents that granting the License to use this Software does not violate any other agreement, copyright, or applicable statute.

- **Acceptance.** All terms, conditions, and obligations of this Agreement will be deemed accepted by the Licensee ("Acceptance") upon execution of this Agreement.

- **User Support.**

- **Support Hours.** The Licensee will be entitled to one (1) month of support services, provided during the hours of 8:00 AM to 8:00 PM EST (Monday - Saturday), at no additional cost via chat, and email (support@codibot.ai).

- **Maintenance and Bug Fixes.** The Licensee will be entitled to maintenance upgrades and bug fixes at no additional cost for twelve (12) months from the date of Acceptance.

- **Term.** The term of this Agreement will begin on Acceptance and is twelve (12) months.

- **Termination.** This Agreement will be terminated, and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

- **Force Majeure.** The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, war, or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

- **Subscription Adjustments and Trials.**

- **Upgrade and Subscription Balance Transfer.** If the Licensee

decides to upgrade the package at any point during the subscription period, the unused subscription balance will move toward the new upgraded subscription.

- **Refund Policy.** The Licensee is entitled to a complete reimbursement within a fourteen (14) day window following the payment. Should the Licensee opt for cancellation, a full refund will be issued.

- **Governing Law and Forum.** The parties to this Agreement submit to the jurisdiction of the courts of the State of Delaware for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Delaware.

- **Miscellaneous.**

- **Amendment.** This Agreement can only be modified in writing and signed by both the Vendor and the Licensee.

- **No Agency.** This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

- **Headings and Terms.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

- **Severability.** Suppose a court of competent jurisdiction holds any term, covenant, condition or provision of this Agreement to be invalid, void, or unenforceable. In that case, the parties intend that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

- **Entire Agreement.** This Agreement contains the entire Agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some

way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

- **Successors and Assigns.** This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

- **Notices.** All notices to the parties under this Agreement are to be provided at the following addresses or at such addresses as may be later provided in writing:

VENDOR:

Codifica Inc.
18610 Bransford Place
Olney, Maryland 20832