

**Fill in this information to identify the case:**

Debtor AgileThought, LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-11308

**Official Form 410  
Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

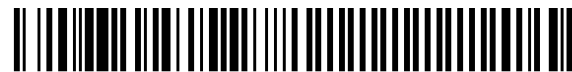
**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>Leena AI INC.</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>Leena AI INC.</u> <u>1013 Centre Road, Suite 403-B</u> <u>Wilmington, New Castle</u> <u>Wilmington, Delaware 19805, US</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p>
	<p>Contact phone _____</p> <p>Contact email <u>praveen.kumar@leena.ai</u></p>	<p>Contact phone _____</p> <p>Contact email _____</p>
	<p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 71776. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services Provided

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/03/2023  
MM / DD / YYYY

/s/Praveen Kumar  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Praveen Kumar  
First name Middle name Last name

Title \_\_\_\_\_

Company Leena AI  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

<b>Debtor:</b> 23-11308 - AgileThought, LLC		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Leena AI INC.  1013 Centre Road, Suite 403-B Wilmington, New Castle  Wilmington, Delaware, 19805 US <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> praveen.kumar@leena.ai	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded  <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No  <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No  <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services Provided	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 71776	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> No  <b>Based on Lease:</b> No  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b>  <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Praveen Kumar on 03-Oct-2023 5:52:33 a.m. Eastern Time  <b>Title:</b>  <b>Company:</b> Leena AI		



## Leena AI Inc.

1013 Centre Road, Suite 403-B,  
Wilmington, New Castle, Delaware, U.S. 19805

**Invoice : 009/23**

Dated 18 January 2023

**Bill To:**

**AgileThought LLC**

222 Las Colinas Blvd W Num 1650E

Irving, Texas

75039

20-1167076

**Purchase Order No: 4600000177**

**Payment Term: 90 days Net Due**

Description	Amount
Services: One Time Implementation Cost	\$10,000.00
Services: Annual Support & Maintenance Cost	\$5,616.00
Services: Annual Subscription Cost	\$56,160.00

**Total- \$71,776.00**

**USD Seventy One Thousand Seven Hundred Seventy Six Only**

Please make payment to following Account

Bank Name: Silicon Valley Bank

ABA Routing Number: 121140399

Bank Account Number: 3302443008

Swift Code: SVBKUS6S

EIN Number: 830849789

Company Address: 1013 Centre Road, Suite 403-B, Wilmington, New Castle, Delaware, U.S. 19805

For

**Leena AI Inc.**

(Signature Not Required)

## Purchase Order

4600000177  
USA  
525552581400  
purchasing@agilethought.com



## Vendor Data

0001101587  
LEENA AI, INC.  
1013 Centre Road, Suite 403-B, W Imingto  
New Castle 19805

Payable within 90 days Due net

## Please deliver/Invoice to:

AgileThought LLC  
222 Las Colinas Blvd W Num 1650E  
Irving, Texas  
75039  
20-1167076

Page 1 of 1

Currency USD

Item	Description	Ord. qty	Unit	Date del	Price uni	Base amount
10	HR Concierge automation Jan 23-Dec 23	1	AU	03.01.2023	71,776.00	1

SUBTOTAL 71,776.00 USD  
( SEVENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SIX 00/100 USD )

After to deliver the goods/services, please send and upload the corresponding Invoice in the following link: 52.177.174.104 /SistemaContabilidadWeb/  
Based on the suppliers manual sent previously, the file must be identified with the PO number.  
Impuestos y retenciones no están reflejadas en el pedido de compra/Taxes and withholding are not reflected in the PO price.

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “**Agreement**”) is made on this December 15, 2022 and effective from December 15, 2022 (“**Effective Date**”) by and between

**LEENA AI INC** (“**LEENA AI**”, a “**Company**” / “**Service Provider**”) incorporated under the laws of Delaware, having its registered office at 1013 Centre Road, Suite 403-B, Wilmington, New Castle, Delaware, U.S. 19805 at the **FIRST PART**; and

**AgileThought, Inc.** (“**Subscriber**” or “**Customer**” incorporated under the laws of Delaware and having its registered office at 222 West Las Colinas Boulevard, Suite 1650 E, Irving, TX 75039 at the **SECOND PART**.

Each of the parties hereto is referred to individually as “**Party**” and collectively as “**Parties**”.

### RECITALS

- A.** LEENA AI has developed and owns proprietary computer applications called ‘Leena AI’, a technology-driven platform that enables user a platform for purposes of HR Services Delivery.
- B.** LEENA AI has adequate technical, strategic, managerial, and other resources, experience, supervisory abilities, and infrastructure to provide complete services through its proprietary automated bot technology to the Subscriber and its Affiliates.
- C.** The Subscriber is an IT Services & Consulting organization & desires to subscribe to Leena AI applications and related services and Leena AI desires to allow the same, each in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set for the below, the receipt and sufficiency of which each Party hereby acknowledges, each Party agrees as follows.



## AGREEMENT

### 1. DEFINITIONS

- 1.1. "**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.
- 1.2. "**Agreement**" means this Subscription Agreement and any Service Orders entered into with Leena AI.
- 1.3. "App" means Leena AI technology (<https://leena.ai/> and its related services) and includes without limitation Leena AI, and may include without limitation computer code, software libraries, software tools, sample, published specifications and Documentation. App shall include any future, updated or otherwise modified version(s) of including but not limited to Leena AI Engage thereof made available by Leena AI (in its sole discretion) to Subscriber.
- 1.4. "Authorized User" means Subscriber's employee, Subscriber Affiliate's employee, or a Permitted Third Party's employee for whom Subscriber creates a unique username and password under Subscriber account to access Leena AI services.
- 1.5. "**Client Software**" means software components to be installed on Subscriber, Subscriber's Affiliates', or Subscriber's Authorized Users' computer systems or devices, including but not limited to Leena AI.
- 1.6. "**Documentation**" means Leena AI user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).
- 1.7. "**Permitted Third Party**" means an entity under contract with Subscriber or Subscriber Affiliates who needs to access the Service to perform its obligations to Subscriber or Subscriber Affiliates and who is not a competitor to Leena AI, providing similar services.
- 1.8. "**Professional Services**" means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.
- 1.9. "**Service**" means the service identified in the Service Order, as Leena AI may modify the service from time to time at our discretion, which might include without limitation our making available to Subscriber remote access to the App.
- 1.10. "**Service Order**" means an ordering document or a document in the form of attachment i.e. Annexure 1(A) entered into between Subscriber and Leena AI specifying the Services to be provided thereunder, including any addenda and supplements thereto. By an Affiliate's entering into a Service Order under this Agreement, such Affiliate agrees to be bound by the terms of this Agreement as if it is an original Party to the Agreement. In case of a conflict between any term of a Service Order and this Agreement, the term of the Service Order takes precedence over the terms in this Agreement.





- 1.11. "**Subscriber**" means the customer named on the Service Order, the person indicating acceptance of this Agreement, or if the person indicating acceptance of this Agreement is acting on behalf of a Subscriber or other legal entity, such Subscriber or legal entity.
- 1.12. "**Subscriber Data**" means any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of Subscriber and Subscriber's Affiliates in accordance with this Agreement.
- 1.13. "**Subscription Fees**" means the fees for the Service specified under Annexure 1 (C) of the Agreement.
- 1.14. "**Technical Support Services**" means our then-current technical support services offering, as described at <https://leena.ai/contact-us>.
- 1.15. "KYC Form" means 'Know Your Customer' form which refers to the process of identity and addresses verification of the Subscriber as specifically described in Annexure 1 (d ) of this Agreement.

## 2. USE OF THE SERVICE

- 2.1. Use of the Service. Subject to the terms and conditions of this Agreement, Leena AI grant to Subscriber that execute a Service Order a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement for Subscriber Authorized Users to use the Service solely in connection with Subscriber internal business operations. Subscriber's right to use the Service are subject to any limitations on the use of the Service based on the updated version of the Service (*e.g.*, applicable usage limits) on the agreement execution date (collectively, the "**Scope Limitations**") and Subscriber's rights to use the Service are contingent upon Subscriber compliance with the Scope Limitations and this Agreement. Subscriber is solely responsible for its own conduct (including by and between all Authorized Users), the content of Subscriber Data, and all communications with others while using the Service.
- 2.2. Use of the Documentation. Subject to the terms and conditions of this Agreement, Leena AI grant to Subscriber a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement for Subscriber Authorized Users to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with the use of the Service in accordance with this Agreement.
- 2.3. Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber *will not*, and will *not permit or authorize Subscriber Affiliates or third parties to*: (a) allow anyone other than an Authorized User to access or use the Service; (b) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (c) reproduce, distribute, alter, adapt, modify, sell, resell or exploit the App or any portion thereof; (d) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the App; (e) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any internal data files generated by the App except as required by law; (f) sublicense access to or use of the App or use the Service to provide services to third parties as a service bureau or in any way that violates



applicable law; (g) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (i) use the Service to harm, threaten, or harass another person or organization; (j) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system; (k) alter, obscure or remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software or any copies thereof. Subscriber will be directly and fully responsible to us for their conduct and any breach of this Agreement by them. Leena AI reserve the right to deactivate, change, or require Subscriber to change the Subscriber user ID and any custom or vanity URLs, custom links, or vanity domains Subscriber may obtain through the Service for any reason or for no reason. Leena AI may exercise such right at any time, with or without prior notice.

- 2.4. Regulatory Guidelines. Subscriber shall not violate (intentionally or unintentionally) any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy or security.
- 2.5. Authorized Users Only. Subscriber acknowledges and agree that only Authorized Users may access or use the Services, and only up to the number of Authorized Users specified in the Service Order. An Authorized User Account must not be shared among other non-specified users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order.
- 2.6. Internal Communication. In order to maintain optimum product usage, the Company may communicate information relevant to the Services among the various levels and functions of the Subscriber's organizations including without limitation to any modifications, updates, customizations, or otherwise as required via system generated messages within the approved channels which could include: email, text messages, or other systems i.e. WhatsApp, Slack MS Teams, etc., provided that, Subscriber and it's Authorized Users to accept and comply with all terms and conditions, relating to the use of such service as reasonably required for such communication with Subscriber or its Authorized Users as set forth in this agreement.
- 2.7. Reservation of Rights. Leena AI retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Subscribers' rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement.
- 2.8. Service Availability. Leena AI perform and maintain regular database backups according to the retention policy appropriate for the particular system. Leena AI have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. In the event of an unplanned Service interruption, Subscriber may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from Subscriber and third-party data providers. Subscriber are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

### 3. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES



1013 Centre Road, Suite 403-B, Wilmington,  
New Castle, Delaware, U.S. 19805



[support@leena.ai](mailto:support@leena.ai)  
[www.leena.ai](http://www.leena.ai)

- 3.1. Professional Services. Subscriber may contract with Leena AI to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order.
- 3.2. Changes to Professional Services. Subscriber may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If Subscriber requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then Leena AI will deliver to Subscriber a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If Subscriber approves the proposal, then the Parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and Leena AI will have no obligation with respect to the relevant change requests.
- 3.3. Technical Support Services. Leena AI will provide Subscriber with the applicable Technical Support Services for the version of the Service to which Subscriber are subscribed so long as Subscriber are current in payment of the Subscription Fees (if applicable).
- 3.4. Subscriber Responsibilities. Subscriber will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Professional Services and Technical Support Services. Subscriber acknowledges that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if Subscriber do not meet Subscriber responsibilities as set forth above.

#### 4. FEES AND PAYMENT

1. In consideration of the Services to be provided by Service Provider, Subscriber shall pay to the Service Provider such Service Fees and charges as described in respective Schedule(s) and/or Work Order(s). The payment of fees and charges shall be subject to applicable taxes. Unless expressly provided in the respective Schedule(s) and/or Work Order(s), the payment of Service Fees shall be made on annual basis at the start of the subscription term and payment shall be due within ninety (90) days of receipt of an undisputed invoice from the Service Provider.
2. After the initial subscription term, and the parties' written agreement to renew the initial term, subscription Fees will be invoiced annually at the then-current rate for the Service or as otherwise specified in a Service Order, at least 30 days in advance of the start of each renewal period. Fees for additional Service quantities and Professional Services will be invoiced at the time of order unless otherwise agreed in writing by the Parties. The charges in an invoice will be considered accepted by you unless Company is notified of a good faith dispute in writing within 90 days of the date of the invoice receipt.

#### 5. TERM OF AGREEMENT AND TERMINATION

- 5.1. This term of Agreement commences on the effective date specified above and continues for a period of (1) year (the initial term) from first Go Live date of any of the modules under this MSA. This Agreement will renew upon the mutual written agreement of the parties.
- 5.2. Each Party may terminate this Agreement if the other party does not cure its material



1013 Centre Road, Suite 403-B, Wilmington,  
New Castle, Delaware, U.S. 19805



[support@leena.ai](mailto:support@leena.ai)  
[www.leena.ai](http://www.leena.ai)

breach of this Agreement within thirty (30) days of receiving written notice of the material breach from the non-breaching Party. This shall be without prejudice to the right of either Party to claim damages on account of such breach.

- 5.3. Upon the termination of this Agreement: (i) LEENA AI shall forthwith stop providing Services; (ii) the Subscriber shall pay LEENA AI all amounts/reimburse expenses incurred up to the date of termination as prescribed under Annexure1(C); (iii) LEENA AI must surrender or return to the Subscriber within a period of 30 days (without retaining any copies or extracts thereof) any of the Subscriber property and data which is in its control or possession or destroy the same, as instructed by the Subscriber and issue a certificate to that effect to the Subscriber.

## 6. SCOPE OF WORK/SERVICES

- 6.1. The Scope of Work is detailed in Annexure 1(A) of this Agreement.

## 7. DUTIES AND OBLIGATIONS OF PARTIES

### 7.1 LEENA AI's Obligations:

- a) In providing the Services as referred to in Annexure 1(A) herein, LEENA AI will: (i) exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the field of customer support; (ii) provide the Services in a timely manner in accordance with the instructions of the Subscriber and terms hereof; (iii) fulfill such incidental duties and responsibilities in connection with the Services; (iv) devote the required resources, time and attention necessary to satisfactorily provide the Services; and (v) not knowingly do any act or thing which may injure or tend to injure or adversely affect the reputation of the Subscriber and its business.
- b) LEENA AI undertakes to resolve all the technical issues within the assigned scope in the stipulated timelines contained in the Service Level Agreement (SLA), which may arise in providing the services.
- c) LEENA AI hereby represents that it shall endeavor to provide the services as detailed in this Agreement diligently and in the best possible manner.

### 7.2 SUBSCRIBER's Obligations:

Subject to the provision of the agreement Subscriber shall not violate intentionally or unintentionally any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy, or security.

## 8. COVENANTS, REPRESENTATIONS AND WARRANTIES:

8.1. Each Party represents and warrants to the other Party that:

- i. it is an entity duly constituted and legally existing under its relevant country law;



- ii. it holds necessary licenses, approvals, and consents as may be required for the conduct of its business, and such licenses, approvals, and consents are valid and subsisting.
- iii. it has, in terms of applicable law and its constitution documents, capacity to enter into and perform this Agreement and it has taken all actions required for its entering into this Agreement; and
- iv. Neither execution nor performance of this Agreement will violate any applicable law or conflict with or result in the breach or constitute a default or require any consent under any decree, order, judgment, indenture, or Agreement.

8.2. LEENA AI hereby represents and warrants that it is the absolute owner of its trademarks, trade names, copyright, logos, trade secrets, proprietary information and knowledge, technology, databases, copyrights (if any), licenses and, franchisees and formulas.

8.3. The use of the Intellectual Properties by the Subscriber for the purpose and in accordance with this Agreement does not and will not infringe and/or breach or affect the Intellectual Properties rights of the owner of the Intellectual Properties.

## 9. CONFIDENTIAL INFORMATION

9.1. **“Confidential Information”** means any and all technical and non-technical information, including trade secrets, know-how, and proprietary information, firmware, designs, schematics, techniques, plans, financial information, passwords, and security procedures, all information relating in any way to the Subscriber employees, customer or supplier, pricing, policies, practices and procedures, and information regarding present or future products, sales, employees, investors or affiliates, parents or subsidiaries that is disclosed orally or in writing by a party for the purposes of performing under this Agreement, including information provided by the Subscriber for purpose of services provided under this Agreement (all of the foregoing collectively referred to as “Confidential Information”). Confidential Information does not include information to the extent that such information is: (1) made public by one party (the “Disclosure”) that provided it to the other party hereto (the Recipient”) (2) generally available to the public other than by a breach of this Agreement by Recipient, its employees, agents or contractors, (3) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence, and/or (4) independently developed by the Recipient without use of the Confidential Information of the Disclosure. The burden of proof that Confidential Information falls into any one of the above exemptions will be borne by the party claiming such exemptions.

9.2. During the performance of this Agreement, the parties may disclose Confidential Information to each other or otherwise obtain such information from each other. In the event one party (“Discloser”) discloses Confidential Information to the other party (“Recipient”), or Recipient otherwise obtains the Discloser’s Confidential Information, the Recipient shall treat such





Confidential Information as confidential and shall use the same degree of care as it employs in the protection of its own Confidential Information, which shall not be less than a reasonable degree of care. The Recipient will use the Discloser's Confidential Information only in connection with this Agreement and shall disclose such Confidential Information only to its employees, agents or third party service providers having a need to know, provided such employees, agents and third party service providers are bound by confidentiality obligations no less stringent than those set forth herein. Recipient agrees that it will be responsible for any breach of this section by its employees, agents or third-party suppliers or service providers and Recipient agrees, at its own expense, to take all reasonable measures to restrain its employees, agents or third party suppliers or service providers from unauthorized disclosure or use of Confidential Information.

- 9.3. If the Recipient is the subject of a court or government agency order, to disclose Discloser's Confidential Information, the Recipient shall promptly notify the Discloser to allow Discloser to contest such order. The obligation to protect the Subscriber's Confidential Information more specifically shall survive in perpetuity from the side of LEENA AI. Without limiting the generality of this Section, the Subscriber acknowledges that the Services, Software and Materials contain confidential and proprietary information of LEENA AI and agrees to maintain the security and confidentiality of the Software and Materials and to refrain from disclosing the Services, Software, and Materials to any party other than Authorized or permitted Users or Service Provider of the Subscriber required to use the same.
- 9.4. This clause shall survive termination or expiry of this Agreement.

## 10. DATA SECURITY

- 10.1 Data Security. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from Subscriber's use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure and will work together in good faith to take the steps reasonably necessary to prevent any future recurrence and to comply with applicable data breach notification law.
- 10.2 Data Transmission. We will never transmit any data received from you (including, without limitation, Confidential Information, Sensitive Personal Information, and Subscriber Data) outside of Subscriber's territory. You acknowledge that the use of the Service involves the transmission of Subscriber Data and other communications over the Internet and other networks and that such transmissions could potentially be accessed by unauthorized parties. Subscriber must protect Subscriber's Authorized User login names and passwords from access or use by unauthorized parties and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach



10.3 Subscriber Data. Subscriber Data is Subscriber's property. You grant us a non-exclusive, royalty-free license within the territory to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform, solely for you, the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from Subscriber's use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you or any individual person.

## 11. INDEMNITY

11.1. LEENA AI shall indemnify and hold harmless the Subscriber its directors, officers, agents, employees and Affiliates against and in respect of any and all damages, losses, liabilities, claims and expenses (including reasonable attorney fee) caused by (a) any failure of LEENA AI to comply with or perform any or all of its obligations under this Agreement, (b) breach of Agreement and/or inaccuracy in any representation, warranty or statement made by LEENA AI under this Agreement, (c) any acts or omissions of LEENA AI or to the extent the claim is made or brought by or on behalf of a third Party pertaining to Services rendered herein (d) any breach of Intellectual Property rights of third Party. The aforesaid clause shall survive the termination of this Agreement.

11.2. Subject to the provision of the agreement Subscriber shall not violate intentionally or unintentionally any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy or security.

11.3. Subscriber will defend Leena AI from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by Subscriber, Subscriber Affiliates, or Permitted Third Parties that is not in accordance with the terms of this Agreement; and (b) the Subscriber Data or other materials or information provided by Subscriber or on Subscriber behalf under this Agreement.

## 12. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement will be subject to and governed by the laws of the U.S and the courts at Delaware shall have exclusive jurisdiction.

## 13. ASSIGNMENT

This Agreement along with its Annexures constitute as a complete Agreement and is to be read at all times as one Agreement, the performance of the obligations hereunder is personal to the Parties herein. Either Party shall not assign its rights or obligations under this Agreement



without the prior written consent of the other Party, except in connection with a merger or acquisition of such Party.

**14. LIMITATION OF LIABILITY**

**14.1. Disclaimer of Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

**14.2. Cap on Liability.** TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

**14.3. Exceptions.** HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT THE SUBSCRIBER'S OBLIGATION TO PAY ANY FEES UNDER THIS AGREEMENT OR ANY SERVICE ORDER, OR WILL NOT LIMIT EITHER PARTY'S LIABILITY FOR (a) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER'S INTELLECTUAL PROPERTY RIGHTS, (b) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (c) CONFIDENTIALITY VIOLATIONS, OR (d) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**15. AMENDMENTS**

This Agreement can be modified, supplemented, or amended only by a written agreement executed by both Parties.

**16. WAIVER**

Failure of either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

**17. SEVERABILITY**





If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

18. **FORCE MAJEURE**

Neither Party will be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any Force Majeure Event or other cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance. For purposes of this Agreement, "**Force Majeure Event**" means an act of God, war (whether or not actually declared), armed conflict or the serious threat of the same, hostility, blockade, military embargo, sabotage, insurrection, rebellion, act of a public enemy, riot or other act of civil disobedience, governmental act, judicial action, explosion, act of terrorism or threat thereof (including cyberterrorism), natural disaster (including without limitation asteroid strikes or volcanic activity), violent storm (including without limitation hurricanes, tornados or blizzards), atmospheric disturbance (including without limitation geomagnetic storm, solar flare or sun outage with respect to electricity grids, transformers and satellite transmissions), destruction by lightning, fire, earthquake, tsunami, flood, plague, epidemic, pan-epidemic, quarantine, civil commotion, strike or lockout or labor dispute (excluding for the avoidance of doubt strikes of Leena AI's staff), satellite malfunction, prolonged internet outage, communications line failure or power failure.

19. **RELATIONSHIP**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary, or employment relationship among or between any of the Parties.

20. **PUBLICITY**

Company may only use Subscriber's name, trademarks, service marks as a reference for marketing and promotional purposes on Company's website and in other communications in each case with Subscriber's prior written consent.

21. **ENTIRE AGREEMENT**

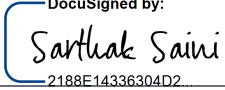
This agreement supersedes any prior or contemporaneous written or oral agreements or communications between the parties. It may not be modified except in a writing signed by both parties. No "click-through," "shrink-wrap," "browse-wrap", additional or any other similar terms that have not been specifically negotiated by the parties, whether before, on, or after the date of this agreement will be effective to add to or modify the terms of this agreement, regardless of any party's "acceptance" of those terms by electronic mean



IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Agreement effective hereinabove:

**Leena AI Inc ("Leena AI")**

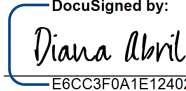
**AgileThought, Inc. ("Subscriber")**

**Sign:**   
2188E14336304D2

**Name:** Sarthak Saini

**Title:** Business Head  
12/15/2022

**Date:** \_\_\_\_\_

**Sign:**   
E6CC3F0A1E12402...

**Name:** Diana Abril

**Title:** Diana P. Abril

**Date:** 12/15/2022 | 4:20:22 PM PST



## **ANNEXURE 1(A)** **SCOPE OF WORK**

Leena AI to create a virtual assistant for Agile Thought along with an Integrated Service Management Solution which will do the following:

### **1. Knowledge Management**

#### **Policy Hub**

- Leena AI will integrate with Sharepoint to extract all relevant (Only HR) knowledge articles
- Leena AI will store all policy/procedure documents within the Policy Hub
- All policies along with their version histories to be visible on a single platform
- Knowledge owners can create & edit knowledge articles/policies
- Send updated policies for approvals to various relevant stakeholders
- Stakeholders can view specific changes to the policies and approve the same
- Updated/New policies to be communicated to the employees on a virtual assistant
- Employees can view, acknowledge, rate and provide feedback or ask questions on the policies
- Agents can reply to the employee feedback or any of their associated questions
- Automatic and manual reminders to be sent to the employees for acknowledgements

#### **Knowledge base**

- Leena AI to do an intelligent search through all the extracted policy documents/SOPs and automatically create a knowledgebase of topics and sub-topics relevant to each of the policies
- Leena AI to utilize its proprietary knowledge base of most frequently asked questions across the globe relevant to these topics and sub-topics
- The answers associated to each of these questions would automatically be populated referencing to the shared policies
- Employees can access Leena AI to ask any policy related queries
- Employees will get an instant response to their queries through following levels on intelligence:
  - Direct Question Answer - Leena AI can answer user questions directly through the vast knowledge base
  - Intelligent Suggestions - In case of ambiguous questions, the Leena AI proprietary AI gives you intelligent suggestions to pinpoint you in the right direction



- Contextual Document Search - Leena AI goes through all the knowledge articles/documents to pinpoint the user to the right sentence in the right document
- Besides the above, Leena AI also preempts the follow-up questions for employees by suggesting the questions that their colleagues have asked at the stage
- Employees can provide feedback of their resolution experience through a “Thumbs Up/Down”
- The thumbs up sign would reinstate the confidence score for the associated questions and the response
- The thumbs down feedback would raise a ticket on the employees’ behalf

## 2. Case Management

When the virtual assistant is unable to find the right response to the employee query, it will redirect the employee to raise a ticket. Leena AI will deploy a comprehensive case management tool for HR which will be integrated with the virtual assistant. For IT related questions, the cases can be raised on Freshservice. This will allow employees to:

- Raise a ticket with attachments on any of the pre-selected Categories/Sub-categories
- Get the status of raised tickets
- Give rating on closed tickets
- Reopen closed tickets
- Raise a case (Example: Whistleblower, Sexual Harassment, etc.)
- Choose to raise a case anonymously/non-anonymously
- Have a real-time interaction with the agents on their tickets/cases/requests anonymously/non-anonymously

The case management system will assist the HR administrators to:

- Case Management is used for monitoring tickets raised by the employees
- It is a role-based access-controlled dashboard which would allow HR employees to view and track list of tickets/cases/requests assigned to them based on their roles
- The case management system allows admins to set-up complex escalation matrix for assignment of tickets/cases/requests



- The dashboard allows HRs to on the status of the query raised, Assignee details, Reporter details, Date and type of ticket raised, etc
- Agents can respond to the tickets/cases/request and have a real-time interaction with the employees
- Agents can also escalate a ticket/case/request to the respective departments/dashboard users
- There can be automatic escalations re-assignments based on the escalation matrix
- Agents can insert notes prior to escalating a ticket/case/request
- Agents can view employee chat journey for audit trail on the tickets/case/request
- Agents can send case/request for required approvals to the designated users
- Dashboard users can view all approvals on their dashboards
- Look at a few individual tickets and action on them
- Agents can also forward the ticket to third part
- Get a real-time dashboard detailing the ticketing trends, cases raised, HR agent performances, etc.
- Agents can also have a real-time interaction with the users without knowing their identity in cases of anonymous tickets/cases
- Admins can choose to add certain repetitive queries to the knowledge base directly through “Smart Comments”

### 3. Transactions

Provided the APIs in a consumable format, Leena AI virtual Assistant will assist you in automating top 10 transaction requests over chat by integrating with SSO, Paylocity and Openair systems. For example:

- Reset Password
- Leave Balance and Leave Application/Approval
- View pay slip
- View/edit Personal Information
- Search for colleagues through the Employee directory

### Integrations (we use APIs to integrate with all the below systems)

- Paylocity
- Openair
- Freshservice



- SSO

#### 4. Bot Deployment Channel

- MSI/DMG/EXE
- MS Teams
- Mobile App



**ANNEXURE 1(B)**  
**SERVICE LEVEL AGREEMENT**

This SLA shall apply to the Intelligent Virtual Assistant (IVA) and related Services provided by Leena AI. Leena AI shall provide a highly secure and available network to the level contractually agreed, in order to supply Company with the Contractual Services. Leena AI makes every possible endeavor to provide Company with constant access to the Intelligent Virtual Assistant (IVA) Service. The SLA also contains the provisions on the rights and remedies for the Company in the event that it experiences a service interruption as a result of a failure of Leena AI's Intelligent Virtual Assistant (IVA) Service.

**1. Definitions**

1.1. In this Schedule 1, the below capitalized words have the following meanings:

"Availability"	has the meaning given to it in section 3(a);
"Business Hours"	means Mon to Fri - 9 am to 7 pm (EST)
"Service Period"	This SLA shall apply to the Leena AI "Intelligent Virtual Assistant (IVA) and related services" for the duration of the contract for Intelligent Virtual Assistant (IVA) Service
"Services Availability Percentages"	means the percentage of the required availability of the Intelligent Virtual Assistant (IVA) and related services monthly .  i.e. the calendar month during which the Company or a Service Recipients receives the Services, starting from the first day of the first calendar month at 00.01 hours and ending on the last day of the calendar month at 24.00 hours.
"Service interruption"	means an unscheduled or unanticipated incident that adversely affects the delivery of the Services by Service Provider to the Company
"Service Level"	has the meaning given to it in section 2.
Maintenance Notification	means communication from Service Provider, via an email to the Company's designated support contact, regarding the date and time that Service Provider intends to make the Intelligent Virtual Assistant (IVA) Service unavailable.



“Response”	means Service provider’s response to Company regarding any Service interruption issue, beginning as soon as Service Provider receive notice of a Service Interruption, including telephone or email notification as set forth under section 7.
“Resolution”	means that Service provider have resolved Service interruption issue to Company’s reasonable satisfaction.
“Scheduled Downtime”	Schedule Downtime is downtime for Service Provider’s Scheduled Maintenance.
“Scheduled Maintenance”	shall be understood here to mean maintenance which occurs when:  Service Provider detects an issue in the Service Provider environment that requires action to avoid unscheduled maintenance in the future. All Scheduled Maintenance will take place outside of Business Hours.
“Service Level Credit”	means a credit applied to the Company’s invoice in the invoice period following successful confirmation by Service Provider of affected actual service availability during the relevant Service Period.
“Services Request”	means any request made to Service Provider by Company for the purpose of invoking Service Provider assistance and engagement for any service and support-related activity.
“Work Around Time ”	means the amount of time required for a solution, workaround or action plan for resolution of the service interruption where the user will be able to access the chat bot properly.
“Permanent Fix Time ”	user will never face the similar service interruptions under a permanent fix whereas the user will be able to access the chat bot properly.





## 2. Service Levels

Service Provider will ensure that during each quarter, the Intelligent Virtual Assistant (IVA) and related Services is available 99.8% of the time.

## 3. Availability and Downtime

a) **Availability** is the required availability measured as the total time the Intelligent Virtual Assistant (IVA) and other related services is up and running during each quarter. Availability includes requests and responses to and from Service Provider's "Intelligent Virtual Assistant (IVA) and related services". The System would be available 99.8% of the time, subject to the exclusions defined under "Downtime" below.

b) **Down Time** means the total number of minutes, outside Scheduled and Regular Maintenance periods, that the Company cannot access the Chat bot Services. The calculation of Downtime excludes the time that the Company is unable to access the Chat bot Service due to any of the following:

1. Scheduled Downtime.
2. Company's own internet service provider.
3. Force majeure event.
4. Any systemic internet failures.
5. Any failure in the Company's own hardware, software, or network connection.
6. Company's bandwidth restrictions.
7. Company's acts or omissions
8. Anything outside of the reasonable control of Service Provider

## 4. Maintenance Period

Scheduled Maintenance: Service Provider may require short periods of unavailability of the Service Provider Services in order to conduct scheduled maintenance. This is only applicable to major system upgrades which will not happen more than once every quarter at max. Service Provider will endeavor to perform planned maintenance on weekends after 6 pm EST. In the case of unplanned maintenance, Service Provider shall endeavor to provide 48 hours' notice, if practicable.

## 5. Exclusions:



- a. Force Majeure. Notwithstanding anything in this Agreement to the contrary, Service Provider will be excused from performance hereunder for any period and to the extent that it is prevented from performing pursuant hereto, in whole or in part, as a result of delays caused by User or third parties not managed or engaged by Service Provider or a Force Majeure Event, and such non-performance will not be a default hereunder or an SLA violation hereof provided that Service Provider shall use best endeavors to mitigate the effects of the Force Majeure Event.

## 6. Remedy

If at the end of each Service Period, the Service Level Target is not met then the User shall be entitled to a service credit (or service level credits) which amounts are calculated as follows:

<u>Actual Service Availability in the relevant Service Period</u>	<u>Credit Calculation based on applicable Quarterly Services Fee per Service Period</u>
<u>Less than 99.5% but greater than or equal to 98.0%</u>	<u>5%</u>
<u>Less than 98.0% but greater than or equal to 97.0%</u>	<u>10%</u>
<u>Less than 97.0%</u>	<u>15%</u>

In the event that the actual Service Availability falls below 90% for 2 consecutive months or 3 out of any 6 months, the Company reserves the right to terminate the SOW or the portion of the SOW by providing such notice to the other party.

### Exclusions:

1. The first 90 days of launch on any new geography/set of employees will not be included in KPI calculations
2. Drop in Self-Service ratio due to changes in any policies/procedures/systems by the Subscriber will not be attributed to failure by Leena AI



3. Any questions asked by employees outside of the scope the policies/processes/systems shared by the Subscriber will not be included in KPI calculations
4. In case this KPI is not falling in the defined ranges, the Customer Success Manager from Leena AI will do a root cause analysis with the right person from the Subscriber and submit a plan to improve the said KPI within 15 days

## 7. Reporting Service Interruption

- a. Company will report all service interruption and any other service issues to Service Provider, stating the nature of the issue and information required for its resolution, using the following methods:
  - . Website: <https://leena.ai/contact-us> or
  - i. Email: [support@leena.ai](mailto:support@leena.ai)
  - ii. Telephone: TBC
- b. Such service interruption shall be deemed to have been reported at the earlier of when Service Provider's Service Desk receives a report of it through the means described in 7(a).

## 8. Response Times:

The Support Helpdesk Response Time is defined as the time from when Service Provider receives an email from the Company to the time when Service Provider replies and starts working on the request. The maximum Response Times vary depending on the severity of the incident; the priority for resolution is determined by Service Provider when evaluating the Company's request:

	Response time	Resolution Time (Business Hours - Mon to Fri - 9 am to 7 pm EST) Support for Severity 1,2 Issue - 24/7	
		Work Around Time	Permanent Fix Time
Severity 1	2 Hour	8 Hours	72 Hours
Severity 2	4 Hours	36 Hours	96 Hours
Severity 3	6 Hours	40 Hours	80 Hours



Severity 4	12 Hours	72 Hours	120 Hours
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Service Provider will process service requests, issue trouble ticket tracking numbers, if necessary, determine the source of the problem, and respond to all service requests from Company Representatives based on the response times stated above.

## 9. Severity Definition

### a. Severity 1 - "Fatal"

chat bot down or major malfunction resulting in the bot being inaccessible. Users are unable to perform normal functions.

E.g. -

- All the users are not able to access Leena AI chat bot
- All users unable to login into Leena AI web/mobile/desktop app
- No HR admin can login into Leena AI dashboard
- All the users are unable to check their pay slip via Leena AI Intelligent Virtual Assistant (IVA)
- All the users are unable to raise a ticket via Leena AI Intelligent Virtual Assistant (IVA)

### b. Severity 2-- "Severe"

chat bot available but affecting critical business process for the majority of users above 70%.

e.g.

- More than 70% of users get slow response on the Leena AI Intelligent Virtual Assistant (IVA) but it is still functional
- Some features like Raise ticket, apply leave etc. aren't available to more than 70% of the users.
- Some (but not all) admins are unable to login into Leena AI dashboard

### c. Severity 3-- "Minimal"

Intelligent Virtual Assistant (IVA) available but affecting some functionalities for a substantial number of users (10%-70%)

e.g.:

- Some of the users are not able to access certain information in Service Provider chat bot)
- Users can raise a ticket by clicking a button but not by writing it as plain query
- Intelligent Virtual Assistant (IVA) functionality is working but is deviating from the expected use case such that it doesn't cause critical impact on daily operation. Tickets raised by the user are being assigned to the wrong agent based on their category.



**d. Severity 4 – “Other”**

Intelligent Virtual Assistant (IVA) available but may require some updating to the content required under chat bots

e.g.:

- Users are getting all the information on the bot but the content of the information needs to be updated on the bot.
- Any text formatting change
- Intelligent Virtual Assistant (IVA) function not working for a very small group of users (below 10%)
- **Escalation Matrix**

Level	Personnel	Contact Info
Level 1	Help Desk	<a href="mailto:support@leena.ai">support@leena.ai</a>
Level 2	Customer Success Manager	TBA
Level 3	Project Management	TBA
Level 4	Sales Manager	Chuck@leena.ai
Level 5	Director	Ross@leena.ai

**11. Legal**

This Service Level Agreement and its attachments are a part of the Master Service Agreement entered into by Leena AI and the Company and are subject to the terms and conditions of the Master Service Agreement executed between the parties. Leena AI has the right to change, modify and update the contents of this SLA provided that the changes do not in the reasonable opinion of the Company individually or in the aggregate deteriorate the service conditions to the Company. Notice of any changes to the content of this Service Level Agreement shall be provided within 7 Business Days of being made, by registered e-mail and or by post.



**ANNEXURE 1(C)**  
**PRICING AND PAYMENT PROCESS**

<b>Leena AI Software Product License</b>			
<b>1</b>	Case Management + Virtual Assistant (incl. Knowledge Management & FAQ Automation & HR Workflows) - Cost covers up to 2,600 employees - \$21.6 per employee per year	1 - Annual	\$ 56,160
<b>2</b>	Annual Support & Maintenance - 10% of annual subscription fees	2 – Annual	\$ 5,616
<b>Total Annual Subscription Cost</b>			<b>\$ 61,776</b>
<b>Professional Services (One-time Cost)</b>			
<b>3</b>	Implementation. Includes Integrations with: - Paylocity - Sharepoint - Openair - MS Teams - SSO - Mobile app (android / IOS) - Desktop Applications	3 - One-time	\$ 10,000
<b>Total One-time Cost</b>			<b>\$ 10,000</b>

***Fees and Payment terms:***

The above pricing is applicable only for the above mentioned scope of work and is valid only if the agreement is signed by or before 12/25/22. For any modifications or additions or deletions in scope, charges will be such as agreed mutually at that time.

**1) Payment Terms:**

The payment to be made by the customer to Leena AI shall be as mutually agreed as follows:

Any other fee, if any shall be paid as per mutually agreed terms from time to time.

- a. Invoice for One time setup cost and the first year's subscription cost will be sent to the customer by Leena AI on 5<sup>th</sup> of January 2023
- b. Customer shall make payment within ninety (90) days upon receipt of undisputed invoice raised by Leena AI.

**Terms & Conditions:**



1013 Centre Road, Suite 403-B, Wilmington,  
New Castle, Delaware, U.S. 19805



[support@leena.ai](mailto:support@leena.ai)  
[www.leena.ai](http://www.leena.ai)

- Cost is in USD.
- Taxes are not included in the cost and are over and above the agreed cost (if taxes are applicable).
- Subscription cost includes the annual maintenance cost.
- The subscription cost will be payable as agreed above. Forthcoming invoices for renewing the subscription will be sent as applicable on the subscription anniversaries, as per the previously agreed term
- Post the execution of this document, a valid PO (if applicable) to the extent of the total agreed commercials (for one-time setup cost and the total subscription cost for the entire agreed term of 1 year) shall be sent to Leena AI by the Subscriber for invoicing purposes. If there is any delay in receiving the aforementioned PO or a delay in payment of the agreed cost as per the timeline agreed above, then Leena AI has full rights to hold or suspend the implementation of the feature/block access to the feature accordingly. Implementation of the agreed features will start after a valid PO is received by Leena AI. This (PO) clause shall not be applicable if the Subscriber does not require a PO for paying the invoices from Leena AI / does not follow the PO process.
- It is mutually agreed that Leena AI shall invoice the customer for a minimum of 2,600 employees in total. For any count that goes beyond 2,600 total employee count, Leena AI shall bill the customer additionally at \$20 per employee per year, to be assessed during the annual subscription renewals

### **Annexure 1 (D)**

#### **KYC Form**



1013 Centre Road, Suite 403-B, Wilmington,  
New Castle, Delaware, U.S. 19805



[support@leena.ai](mailto:support@leena.ai)  
[www.leena.ai](http://www.leena.ai)

Know Your Customer Form			
S. No.	Category	Particulars	Value
1	Company Details	Customer's Registered Name	AT LLC
2		Customer's Registered Address	2502 N Rocky Point Dr Ste 960, Tampa, FL, 33607
3		Nature of Business	IT
4	Contact Information	Contact Person for this deal	Clare DeBoef
5		Contact person's email	<a href="mailto:Clare.deboef@agilethought.com">Clare.deboef@agilethought.com</a>
6		Contact person's phone	813.486.9537
7	Invoicing Details	Mode of invoicing (Email / Portal Upload)	Email
8		Email ID(s) to receive the invoices	<a href="mailto:ApInvoices@agilethought.com">ApInvoices@agilethought.com</a>
9		Invoicing Contact's Phone	NA
10		PO Required to be released to Leena AI for invoicing? (Yes / No)	Yes
11		Name and Contact Details to request for PO	<a href="mailto:purchasing@agilethought.com">purchasing@agilethought.com</a>
12	Payment for invoices	Email Contact for payment follow-ups	L1. <a href="mailto:julio.verduzco@agilethought.com">julio.verduzco@agilethought.com</a> L2. <a href="mailto:sara.rubio@agilethought.com">sara.rubio@agilethought.com</a> L3. <a href="mailto:carolyne.cesar@agilethought.com">carolyne.cesar@agilethought.com</a>
13	Vendor Info	Leena AI's Entity	Leena AI Inc.
14		Sales Person Name	Chuck Carey
15		Customer Success Rep Name	TBD





Note: All fields are mandatory to be updated and cannot be blank.

**For Leena AI**

**For Subscriber**

DocuSigned by:  
*Sarthak Saini*  
2188E14336304D2...

**Signature**

**Name:**

**Sarthak Saini**

**Date** 12/15/2022

DocuSigned by:  
*Diana Abril*  
E6CC3F0A1E12402...

**Signature**

Diana Abril

**Name**

12/15/2022 | 4:20:22 PM PST

**Date**

**[END OF DOCUMENT]**

