

# AGREEMENT BETWEEN SCALEX INNOVATION AND IOVISION

This Agreement ("the Agreement") is made and entered into as of 01/10/2023 by and between ScaleX Innovation, a company incorporated under the laws of Tunisia, with its principal place of business at [Address], hereinafter referred to as "ScaleX," and IOVision, a company incorporated under the laws of Tunisia, with its principal place of business at [Address], hereinafter referred to as "IOVision."

## 1. PURPOSE OF THE AGREEMENT

This Agreement outlines the terms and conditions under which IOVision will develop, operate, and maintain the ReviewAnything platform for ScaleX.

ScaleX Innovation ("ScaleX") has identified a need in the market for an AI-powered platform named ReviewAnything, designed to automate paper reviews. Recognizing the expertise and capabilities of IOVision in software development and AI applications, ScaleX seeks to collaborate with IOVision to develop, operate, and maintain this platform.

## 2. OBJECTIVE

The primary objective of this Agreement is to establish a clear understanding between ScaleX and IOVision regarding their roles, responsibilities, and expectations in the development, launch, operation, and continuous enhancement of the ReviewAnything platform.

## 3. SCOPE OF WORK

IOVision shall undertake the following responsibilities:

- **Development:** IOVision will be responsible for the end-to-end development of the ReviewAnything platform, ensuring it aligns with the specifications and quality standards of ScaleX. This includes, but is not limited to, web development, backend infrastructure, user interface design, and integration of AI capabilities.
- **Development Testing:**
- **Operation:** Post-launch, IOVision will ensure the seamless operation of the platform, addressing any technical glitches, server downtimes, or other operational challenges that may arise, ensuring minimal disruption to end-users.

- **Maintenance:** IOVision will continuously monitor the platform for any bugs, security vulnerabilities, or areas of improvement. They will periodically release updates to enhance the platform's functionality, security, and user experience.
- **Business Development:** Marketing, Sales, Support, Communications,

ScaleX shall undertake the following responsibilities:

- **Business Development:**
- **Vision and Strategy:**ScaleX will provide the overarching vision and strategic direction for the ReviewAnything platform. This includes defining the platform's primary objectives, target audience, and desired outcomes.
- **Requirements and Specifications:** ScaleX will be responsible for outlining the detailed requirements and specifications for the ReviewAnything platform. This encompasses the platform's functionalities, user experience expectations, and integration of AI capabilities.
- **Development of AI Capabilities:**ScaleX is responsible for providing the foundational AI models and algorithms and ChatGPT implementation that governs the ReviewAnything platform.
- **Quality Assurance:** While IOVision will conduct its own testing, ScaleX will also engage in quality assurance processes, ensuring that the developed platform aligns with the set standards and expectations.
- **Feedback and Iterations:**ScaleX will gather user feedback post-launch and communicate any necessary changes or enhancements to IOVision. This iterative feedback will ensure that the platform remains relevant and user-centric.
- **Intellectual Property Management:** As the sole owner of the intellectual property rights of the ReviewAnything platform, ScaleX will manage all related IP activities, including patenting, trademarking, and addressing any potential IP infringements.
- **Financial Management:**ScaleX will manage the financial aspects of the ReviewAnything platform, including budgeting, revenue distribution as per the agreed-upon splits, and any potential future investments.
- **Stakeholder Engagement:**ScaleXwill engage with key stakeholders, including potential users, industry experts, and partners, to gather insights, foster collaborations, and promote the platform within the industry.

#### 4. FUNDING AND FINANCIAL COMMITMENT

- **Proportional Investment:** In alignment with the revenue-sharing model, ScaleX and IOVision agree to fund the development, operation, and maintenance of the ReviewAnything platform proportionally. ScaleX will contribute 70% of the required funding, reflecting its 70% revenue share, while IOVision will contribute 30% in line with its 30% revenue share.
- **Budget Allocation:** The funds will be allocated to various aspects of the project, including but not limited to technological development, marketing, quality assurance, and operational costs. Both parties will collaboratively decide on the budget allocation based on the project's needs and priorities.
- **Financial Transparency:** To ensure clarity and trust, both parties commit to maintaining transparency in financial matters. Detailed financial reports, including expenses, revenues, and profits, will be shared periodically. Any significant financial decisions or changes to the budget will be discussed and agreed upon by both parties.
- **Financial Audits:** To further ensure transparency and adherence to financial best practices, both parties agree to periodic financial audits by a mutually agreed-upon third-party auditor. The results of these audits will be shared with both parties to ensure accountability and trust.
- **Contingency Fund:** Recognizing any project's uncertainties and potential unforeseen expenses, both parties agree to set aside a portion of the funding as a contingency fund. This fund will be used to address any unexpected costs or challenges that may arise during the development, operation, or maintenance of the ReviewAnything platform.
- **Reinvestment:** A portion of the generated revenues may be reinvested into the platform for further enhancements, expansions, or marketing efforts. The decision on reinvestment amounts and areas will be made collaboratively, ensuring alignment with the platform's growth strategy and market demands.
- **Exit or Dissolution:** If an exit strategy is executed or the partnership is dissolved, any remaining funds or assets will be distributed proportionally based on the initial funding contributions unless otherwise agreed upon.
- **Future Funding Rounds:** Should there be a need for additional capital, whether for expansion, new features, or other growth opportunities, both parties will discuss and decide on the possibility of external funding rounds. The terms, equity distribution, and other details of such rounds will be mutually agreed upon.

## **5. COLLABORATION AND COMMUNICATION**

Both parties recognize the importance of open communication and collaboration for successfully realizing the ReviewAnything platform. Regular meetings, updates, and reviews will be conducted to ensure alignment in vision, address any challenges, and make necessary adjustments to the development and operational strategies.

## **6. FUTURE ENHANCEMENTS**

While the initial development and launch of the ReviewAnything platform are of primary concern, both parties acknowledge the potential for future enhancements, expansions, and iterations of the platform based on market feedback, technological advancements, and changing user needs.

## **7. DURATION**

This Agreement defines the collaboration between ScaleX and IOVision for the entire lifecycle of the ReviewAnything platform, from its inception and development to its operation, maintenance, and any potential future phases.

## **8. INTELLECTUAL PROPERTY**

All intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets related to ReviewAnything, shall be the sole property of ScaleX. IOVision agrees not to claim any rights over such intellectual property and to take all necessary actions to protect such rights.

## **9. REVENUE SHARING**

### **9.1 Distribution Model:**

The revenues generated from the ReviewAnything platform will be distributed based on a pre-agreed percentage model.

ScaleX will receive 70% of the total revenues, reflecting its larger investment and ownership of intellectual property.

IOVision will receive 30% of the total revenues, acknowledging its role in the development, operation, and maintenance of the platform.

### **9.2 Payment Terms**

Revenues will be calculated and distributed on a [quarterly] basis. Both parties will receive detailed financial statements outlining the total revenue generated, expenses incurred, and the net profit to be shared.

### **9.3 Adjustments**

If any refunds, chargebacks, or disputes result in a reduction of the platform's revenues, the necessary adjustments will be made in the subsequent payment cycle.

### **9.4 Audit Rights**

To ensure transparency and trust, both parties reserve the right to audit the financial records related to the ReviewAnything platform. Any such audits will be conducted by a mutually agreed-upon third-party auditor.

## **10. TECHNOLOGICAL DEVELOPMENT AND MAINTENANCE**

### **10.1 Development:**

IOVision commits to the end-to-end development of the ReviewAnything platform, ensuring it aligns with the specifications and quality standards set by ScaleX. This includes web development, backend infrastructure, user interface design, and the integration of AI capabilities.

ScaleX commits to providing support and development of the AI capabilities that underpin the ReviewAnything platform. This encompasses the design and development of AI models, continuous refinement based on platform feedback, and ensuring the AI's alignment with the platform's core objectives.

ScaleX will also work closely with IOVision to ensure that the AI components are seamlessly integrated, optimized for performance, and maintainable within the platform's architecture. Furthermore, ScaleX will offer technical support, knowledge transfer, and necessary resources to IOVision's development team to address any challenges or enhancements related to the AI functionalities.

### **10.2 Operation**

Post-launch, IOVision will ensure the seamless operation of the platform. This includes monitoring server uptime, addressing technical glitches, and ensuring a smooth user experience. Any operational challenges or downtimes will be communicated to ScaleX in a timely manner to coordinate resolutions.

### **10.3 Maintenance**

IOVision will be responsible for the continuous maintenance of the platform. This encompasses monitoring for bugs, addressing security vulnerabilities, and releasing updates to enhance functionality and user experience. A maintenance schedule will be shared with ScaleX, detailing planned updates and potential downtimes.

## 10.4 Cost Coverage

The costs associated with the development, operation, and maintenance of the ReviewAnything platform will be deducted from the platform's revenues. A detailed budget outlining the expected costs and allocation of funds, will be established and agreed upon by both parties. Any significant deviations from this budget will be discussed and approved collaboratively.

## 10.5 Feedback and Iterations:

ScaleX will work closely with IOVision to gather feedback and make necessary enhancements to the platform. Regular review meetings will be held to discuss user feedback, technological advancements, and potential areas of improvement.

## 10.6 Technology Stack

IOVision will utilize a technology stack comprising of Angular for front-end development, Strapi for back-end development, and Postgres as the database. Any changes or additions to this stack will be communicated to ScaleX for approval.

## 11.EXIT STRATEGY

- **Notification of Intent:** Should either ScaleX Innovation ("ScaleX") or IOVision decide to terminate this Agreement or withdraw from the partnership, the initiating party is obligated to formally communicate its intent. This communication must be in the form of a written notice, delivered to the other party at least 6 months prior to the intended date of termination or withdrawal.
- **Discussion and Deliberation:** Upon receipt of the termination notice, both parties agree to convene a series of meetings to discuss and negotiate the terms and conditions of the exit. These discussions will focus on:
- **Transfer of Responsibilities:** A clear plan will be established to ensure a smooth transition of all ongoing tasks, projects, and responsibilities. This is to ensure that the ReviewAnything platform continues to operate seamlessly and that end-users experience minimal disruption.
- **Asset Distribution:** Both parties will review and decide on the distribution or transfer of shared assets, including but not limited to technological infrastructure and any shared resources or tools.
- **Financial Settlements:** Any outstanding financial obligations, revenues to be distributed, or investments to be returned will be calculated and settled. This includes determining the distribution of any profits or revenues generated but not yet distributed at the time of termination.

- **Future Commitments:** Any future commitments or obligations that were previously agreed upon will be reviewed. Both parties will decide whether these commitments will be honored, modified, or nullified.
- **Mediation and Dispute Resolution:** In the event that disagreements or disputes arise during the exit discussions, both ScaleX and IOVision commit to seeking resolution through mediation. A neutral third-party mediator, mutually agreed upon by both parties, will be engaged to facilitate these discussions. The goal of mediation will be to reach a mutually beneficial resolution without resorting to formal legal proceedings.

However, if mediation does not result in a satisfactory resolution, both parties acknowledge the right to pursue legal remedies. Any legal action will be conducted in accordance with the governing law specified in the Agreement.

## **12. CONFIDENTIALITY**

- **Definition of Confidential Information:** For the purposes of this Agreement, "Confidential Information" refers to any data or information, oral or written, treated as confidential that relates to either party's business, research, development, products, services, personnel, customers, clients, or any other proprietary information. This includes, but is not limited to, trade secrets, business plans, strategies, methods, and/or proprietary data.
- **Obligation to Maintain Confidentiality:** Both ScaleX Innovation ("ScaleX") and IOVision acknowledge and agree that, during the course of this Agreement and thereafter, they may have access to or may be exposed to, directly or indirectly, Confidential Information of the other party. Both parties commit to holding all Confidential Information in strict confidence and shall not disclose or use such information except as may be necessary to perform their obligations under this Agreement or as may be required by a valid court order or governmental decree.
- **Non-disclosure to Third Parties:** Neither ScaleX nor IOVision shall disclose any Confidential Information to third parties without the prior written consent of the other party. This obligation extends to employees, contractors, agents, or any other individuals who have access to Confidential Information due to their relationship with either party.
- **Return or Destruction of Confidential Information:** Upon termination of this Agreement, or whenever requested by the disclosing party, the receiving party shall immediately return all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

- **Duration of Confidentiality Obligation:** The obligations of both parties under this section shall survive the termination or expiration of this Agreement for seven years unless otherwise agreed upon in writing.

### 13. TERM AND TERMINATION

This Agreement shall commence on the date first written above and continue in full force until terminated by either party with 6months' written notice.

### 14.9. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of Tunisia.

### 15. AMENDMENTS

Any changes or modifications to this Agreement must be in writing and signed by both parties.

### 16. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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Name of Authorized Person Name of Authorized Person For ScaleX Innovation For IOVision

Date: 20/11/2023

ScaleX

Mohamed Ellouze  
ScaleX Innovation CEO

Date:  
Signature

IOVision

Mohamed Kallel  
IOVision CEO

Date:  
Signature



