



SHORT-TERM SOFTWARE AS A SERVICE AGREEMENT FOR PARTNER ONBOARDING

This Short-Term Software as a Service Agreement (this “Agreement”) is entered into as of the date the corresponding Partner Onboarding Process document is signed between **Cintra and Partner. Partner is also referred to as “Company” within this Agreement.**

WHEREAS, Cintra owns a platform and software solution called Remapped (the “**Product**”)

WHEREAS, Company desires to obtain a short-term license to test the Product subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cintra and Company agree as follows:

1. License Rights and Restrictions.

- 1.1. Cintra grants to Company a short-term, non-exclusive, non-transferable, limited license to install and Use the Product during the term of this Agreement. Company may not make archival or other copies of the Product, in whole or in part.
- 1.2. The Product may use one or more other third party software products. Cintra has the right to utilize such third party software products in connection with the Product hereunder but the use of the third party software products is strictly limited to the terms provided in this Agreement and may not be utilized by Company in any other manner whatsoever.
- 1.3. Company shall not, and shall not allow others to: (i) modify, alter, amend, fix, translate, enhance or otherwise create derivative works of the Product; (ii) cause or permit the reverse engineering, disassembly, or decompilation of any portion of the Product; (iii) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Product; (iv) remove, delete or alter any trademarks, copyright notices or other intellectual property rights notices of Cintra or its licensors, if any, from the Product; (v) copy the Product, in whole or in part, except as provided herein; (vi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Product available to any third party for any reason; (vii) use the Product in violation of any applicable law, regulation or rule; (viii) disclose results of any benchmark or other performance tests to any third party without Cintra’s prior written consent; (ix) use the Product for purposes of competitive analysis of the Product, the development of a competing software or service or any other purpose that is to Cintra’s commercial disadvantage; or (x) use the Product in any other

manner or for any other purpose or application not expressly permitted by this Agreement.

- 1.4. The Product constitutes proprietary works of Cintra, protected by copyright and other intellectual property laws. Except for the rights granted herein, Cintra retain all rights, title and interest, including all intellectual property rights, in the Product and the applicable documentation. The terms “purchase” and “sale” in reference to the Product notwithstanding, it is expressly agreed by the parties that title to the Product does not pass to Company and Company’s rights with respect to the Product will only be that of a client.

2. Term and Termination.

- 2.1. The term of this Agreement commences as of the Effective Date and will continue until 180 days from the Effective Date.
- 2.2. The provisions of this Section 2.2, Section 3, Section 4, Section 5, Section 6 and Section 7 shall survive the expiration or termination of this Agreement for any reason.

3. **Fees and Payment Terms.** Fees are as defined in the corresponding Partner Onboarding process document and will be due and payable 30 days after receipt of a valid invoice.

4. Confidentiality.

- 4.1. By virtue of this Agreement, each party may receive information from the other party that is confidential and not generally available to the public. “**Confidential Information**” means (i) any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, client data, client lists, client names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as “confidential,” “proprietary” or some similar designation and (ii) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of the materials described in clause (i). Information disclosed orally shall be considered Confidential Information only if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information of a third party that is in the possession of one of the parties and is disclosed to the other party under this Agreement. As to Cintra,

Confidential Information includes, without limitation, the Product, related documentation, specifications, pricing and the terms and conditions of this Agreement. Confidential Information shall remain the sole property of the disclosing party or its licensors.

- 4.2. Except for the Product, materials and information will not be considered Confidential Information if the receiving party can establish by documentary evidence that the information is or was: (i) lawfully available to the public through no act or omission of the receiving party; (ii) in the receiving party's lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; (iii) lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) independently developed by the receiving party. The parties agree, both during the term of this Agreement and for a period of five (5) years (or, as applicable, with respect to Confidential Information that is a trade secret, for an indefinite period) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees in violation of this Agreement. A receiving party facing legal action to disclose Confidential Information of the disclosing party shall promptly notify and provide the disclosing party the opportunity to oppose such disclosure or obtain a protective order and shall continue to treat such information as Confidential Information. This Section 6.2 shall not be construed as granting or conferring any rights to either party by license or otherwise, expressly or implicitly, to any Confidential Information.

5. **Warranty.** THE PRODUCT IS PROVIDED "AS IS" AND CINTRA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT, APPLICABLE DOCUMENTATION, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO THE CLIENT UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CINTRA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE PRODUCT WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER PRODUCTS, APPLICATIONS, SYSTEMS OR SERVICES

(EXCEPT AS EXPRESSLY SET FORTH IN THE DOCUMENTATION), OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

6. **Limitation of Liability.** IN NO EVENT WILL CINTRA OR ITS AFFILIATES BE LIABLE UNDER THIS AGREEMENT TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER DAMAGES, ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Miscellaneous.**

- 7.1. Nothing in this Agreement will create or imply an agency relationship between Cintra and Company, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. Each party is an independent contractor and neither party's personnel are employees or agents of the other party for federal, state or other taxes or any other purposes whatsoever, and are not entitled to compensation or benefits of the other.
- 7.2. This Agreement, together with a signed Statement of Work attached hereto, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
- 7.3. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- 7.4. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
- 7.5. All notices under this Agreement shall be sent in writing and shall be delivered by (i) personal hand delivery, (ii) first class mail with return receipt, (iii) overnight mail by recognized commercial carrier with tracking receipt, or (iv) confirmed email or fax and copied by one of the methods described in (i), (ii) or (iii) above, to the address first listed above or

to such other address that has been properly noticed.

- 7.6. This Agreement is personal to Company and may not be assigned in any way without the prior written consent of Cintra. Any purported sale, assignment, transfer or sublicense without such consent will be null and void, and will automatically terminate this Agreement.

This Agreement including its formation, performance, termination or enforcement, and the parties' relationship in connection therewith, together with any related claims whether sounding in contract, tort or otherwise, shall be governed, construed and enforced in all respects in accordance with the laws of State of New York if Partner's main place of business is North America or Asia. For all other countries the laws of England & Wales shall prevail.

