

Cira Apps Limited SaaS Platform Subscriber Agreement

Last Revised: September 15, 2022

This Software as a Service Subscription Agreement (this “Agreement”) is a binding contract between you (“**Subscriber**” “**you**,” or “**your**”) and Cira Apps Limited (“**Provider**,” “**we**,” or “**us**”). This Agreement governs your use of Provider’s Software as a Service Platform (“**SaaS Platform**”).

By accessing providers’ SaaS Platform you (a) acknowledge that you have read and understand this Agreement; (b) represent and warrant that you have the right, power, and authority to enter into this Agreement and, if entering into this Agreement for an organization, that you have the legal authority to bind that organization; and (c) accept this Agreement and agree that you are legally bound by its terms. This Agreement takes effect when you access or use the SaaS Platform. If you do not agree to the terms and conditions of this Agreement, do not use the SaaS Platform.

If the parties have a fully executed agreement that expressly governs orders for provider’s SaaS Platform, such agreement shall supersede this Agreement.

01. Definitions

- 1.1 “**Authorized User**” means Subscriber and Subscriber’s employees, consultants, contractors, and agents (i) who are authorized by Subscriber to access and use the SaaS Platform under the rights granted to Subscriber pursuant to this Agreement and (ii) for whom access to the SaaS Dashboard has been provisioned hereunder.
- 1.2 “**SaaS Platform**” means the services provided by Provider under this Agreement. The services are described as *CiraSync Centralized Contact Management*.
- 1.3 “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the SaaS Platform.
- 1.4 “**Subscriber Data**” means information, data, and other content, in any form or medium, that is synchronized, or otherwise transmitted by or on behalf of Subscriber or any other Authorized User through the SaaS Platform.
- 1.5 “**Documentation**” means Provider’s website pages, blog posts, and PDF downloads relating to the SaaS Platform provided electronically at <https://cirasync.com/support-home>.
- 1.6 “**Subscriber**” has the meaning set forth in the preamble and applies to all service plans, including, Personal Edition, Enterprise Edition (EE) Trial, EE Paid, and any other paid plans, or packages.

02. SaaS Platform Access and Use

- 2.1 **Provision of Access.** Subject to and conditioned on your payment of Fees and compliance with all of the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the SaaS Platform during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall authorize access to the SaaS Platform for the term of your subscription or trial.
- 2.2 **Documentation.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the SaaS Platform.
- 2.3 **Use Restrictions.** You shall not permit any Authorized User to use the SaaS Platform or any component of the SaaS Platform, for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, permit any Authorized User to: (i) copy, modify, or create derivative works of the SaaS Platform or any component of the SaaS Platform, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Platform or any component thereof, except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS Platform, in whole or in part; or (v) use the SaaS Platform or any component thereof in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law, regulation, or rule.
- 2.4 **SaaS Platform Updates.** Provider may revise, update, or upgrade the SaaS Platform features and functions at any time, including without limitation by adding or removing features. If any such revision, update or upgrade materially reduces features or functionality pursuant to an existing agreement or order, Subscriber may, within 60 days' notice to Provider, terminate this Agreement and obtain a refund for unused services.
- 2.5 **Reservation of Rights.** Provider reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Subscriber or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.
- 2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may suspend Subscriber's and any other Authorized User's access to any portion or all of the SaaS Platform if: (A) Subscriber does not pay the agreed subscription fee or fails to perform in accordance with Section 5 herein; (B) Subscriber or any other Authorized User is using the SaaS Platform for fraudulent or illegal activities; (C) Subscriber's or any other Authorized User's use of the SaaS Platform disrupts or poses a security risk to the SaaS Platform or to any other Subscriber on the SaaS Platform; or (D) there is a threat or attack on the SaaS Platform
- Notice of Suspension and Resumption of Service.** Provider shall use commercially reasonable efforts to
- 2.7 provide written notice of any Service Suspension to Subscriber and to provide updates regarding resumption of access to the SaaS Platform following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the SaaS Platform as soon as reasonably possible after the event giving rise to the SaaS Platform Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Subscriber or any other Authorized User may incur as a result of a Service Suspension.

03. Subscriber Responsibilities and Restrictions

Acceptable Use Policy. The SaaS Platform may not be used for unlawful, fraudulent, or criminal activity. You agree not to access the SaaS Platform without authorization, attempt to modify the functionality directly or indirectly, or otherwise interfere with the SaaS Platform. You agree not to infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity and to comply with all terms and conditions of this Agreement. Provider reserves the right to amend the Acceptable Use Policy from time to time and will notify you of any such amendments. Violation of this Acceptable Use Policy may lead to suspension of your account or legal action.

Access Credentials. You are responsible managing access to the SaaS Platform. Subscriber shall notify Provider immediately of any known or suspected unauthorized, access or use of the SaaS Platform or breach of its security and shall use best efforts to stop said breach.

04. Service Levels and Support

- 4.1 **Service Levels.** Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the SaaS Platform available in accordance with reasonable industry standard service levels.
- 4.2 **Support.** The access rights granted hereunder entitle Subscriber to the support services described on Subscribers sales quote or invoice.

05. Fees and Payment

- 5.1 Subscriber shall pay the subscription fee to the Provider as set forth and agreed to. All payments are subject to Providers terms and conditions located at: https://cirasync.com/pdf/CAL_Invoice_T&C.pdf.

06. Confidential Information

- 6.1 **Definition.** From time to time during the Term, Provider and Subscriber may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “Confidential Information”).
- 6.2 **Exclusions.** Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.
- 6.3 **Covenants.** The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder.

Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

07. Privacy Policy

Provider complies with its privacy policy, available at <https://cirasync.com/data-privacy-policy/> ("**Privacy Policy**"), in providing the SaaS Platform. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the SaaS Platform, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

08. Intellectual Property Ownership and Feedback

- 8.1 **Provider Intellectual Property.** Provider retains all right, title, and interest in and to the SaaS Platform, including without limitation all software used to provide the SaaS Platform and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS Platform. This Agreement does not grant Subscriber any intellectual property license or rights in or to the SaaS Platform or any of its components, except to the limited extent that such rights are necessary for Subscriber's use of the SaaS Platform as specifically authorized by this Agreement. Subscriber recognizes that the SaaS Platform and its components are protected by copyright, trademark, and other laws.
- 8.2 **Subscriber Intellectual Property.** As between Subscriber and Provider, Subscriber is and will remain the sole and exclusive owner of all right, title, and interest in and to all Subscriber Data, including all Intellectual Property Rights relating thereto. Provider will not share subscriber data or intellectual property.
- 8.3 **Feedback.** Provider has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Subscriber, Subscriber's Clients, or other Users give Provider, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Provider's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber. Feedback will not be considered Subscriber's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services.)

09. Representations and Warranties

- 9.1 **From Provider.** Provider represents and warrants that it is the owner of the SaaS Platform and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the SaaS Platform set forth in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to use of the SaaS Platform in combination with hardware or software not provided by Provider. In case of breach of the warranty as described in this section, Provider, at its own expense, shall promptly: (a) secure for Subscriber the right to continue using the SaaS Platform; (b) replace or modify the SaaS Platform to make it non-infringing; or if such remedies are not commercially practical in Provider's reasonable opinion, (c) refund the fees paid for the SaaS Platform for every month remaining in the then-current Term following the date after which Subscriber access to the SaaS Platform ceases as a result of such breach of warranty. If Provider exercises its rights pursuant to Subsection 9.1(c) above, Subscriber shall promptly cease all use of the SaaS Platform. This Section, in conjunction with Subscriber's right to terminate this Agreement where applicable, states Subscriber's sole remedy and Provider's entire liability for breach of the warranty above in this Section.
- 9.2 **From Subscriber.** Subscriber represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the SaaS Platform; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.
- 9.3 **Warranty Disclaimers.** Except to the extent set forth in Section 4 and in Section 9.1 above, Subscriber accepts the SaaS Platform "as is," with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. without limiting the generality of the foregoing: (a) Provider has no obligation to indemnify or defend Subscriber or users against claims related to infringement of intellectual property; (b) Provider does not represent or warrant that the SaaS Platform will perform without interruption or error; and (c) Provider will use commercially reasonable efforts to secure the SaaS Platform from hacking and unauthorized intrusion by using industry standard safeguards and practices in accordance with SOC2 and other modern security standards.

10. Indemnification

10.1 Provider Indemnification.

- 10.1.1 Provider shall indemnify, defend, and hold Subscriber harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("Losses"), incurred by Subscriber resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the SaaS Platform, or any use of the SaaS Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US

patents, copyrights, or trade secrets, provided that Subscriber promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

- 10.1.2 If such a Third-Party Claim is made or Provider reasonably anticipates such a Third-Party Claim will be made, Subscriber agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the SaaS Platform, or component or part thereof, to make it non-infringing, or (B) obtain the right for Subscriber to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Subscriber. This Section 10.1.2 sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the SaaS Platform infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.
- 10.1.3 This Section 10.1 will not apply to the extent that any such Third-Party Claim arises from (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Subscriber Data; or (D) Third-Party Products.

10.2 **Subscriber Indemnification.**

- 10.2.1 Subscriber shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Subscriber Data, or any use of the Subscriber Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Subscriber's or any Authorized User's negligence or willful misconduct or use of the SaaS Platform in a manner not authorized by this Agreement; provided that Subscriber may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. **Limitations of Liability**

- 11.1 IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$50,000.00, WHICHEVER IS LESS.

12. Term and Termination

- 12.1 **Term.** The term of this Agreement begins on the Effective Date and continues until the term expires unless terminated sooner pursuant to the terms of this Agreement or extended by the Parties.
- 12.2 **Termination.** In addition to any other express termination right set forth in this Agreement:
- 12.2.1 Provider may terminate this Agreement for any reason upon sixty (60) days' advance notice. You may terminate this Agreement for any reason upon 60 sixty days' advance notice.
- 12.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 12.2.4 If Subscriber chooses to terminate a SaaS Subscription prior to the agreed upon expiration date, the subscription rate will be recalculated using the standard monthly rate on the effective date of the Agreement, without any discounts applied, for the period of time Subscriber used the SaaS Platform. Any remaining prepayments will be applied to any recalculated balance due.
- 12.3 **Effect of Termination.** Upon termination of this Agreement, Subscriber shall immediately discontinue use of the Platform. No expiration or termination of this Agreement will affect Subscriber's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Subscriber to any refund.
- 12.4 **Survival.** This Section 12.4 Sections 5, 6, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Amendment and Modification

You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement and that modified terms become effective on posting. Notwithstanding the foregoing, the terms of this Agreement on the effective date of the commencement of Your term, will remain in effect unchanged until the termination date of Your Subscription. After the termination date, the then current effective Terms will immediately apply to any

renewed or new subscription going forward. Your use or continued use of the SaaS Platform after the effective date of the renewal or new term will be deemed acceptance of the terms in effect on the effective date. Provider will use commercially reasonable efforts to provide at least 60 (sixty) days' advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

14. Dispute Resolution

The Parties agree to the extent that a dispute arises under this Agreement, the Party raising such dispute shall provide written notice of such dispute to the other Party. Within ten (10) Business Days (or such other period as the Parties may agree upon). Any claim, controversy, or dispute or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee equally, the parties will first attempt in good faith to resolve any dispute for a period not less than 30 calendar days. If unsuccessful, the parties further will attempt in good faith to settle the dispute by participating in non-binding third-party mediation for a period of not less than one full business day. If mediation between the parties does not result in a mutual satisfying settlement within 30 days after submission to mediation, then each party will have the right to enforce the obligations of this Agreement.

15. Export Regulation

The SaaS Platform utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the SaaS Platform or the software or technology included in the SaaS Platform to, or make the SaaS Platform or the software or technology included in the SaaS Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SaaS Platform or the software or technology included in the SaaS Platform available outside the US.

16. Governing Law and Jurisdiction

This agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the city of San Jose and County of Santa Clara, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties hereby waive any right to trial by jury in any action or proceeding arising out of or relating to this Agreement.

17. Miscellaneous

- 17.1 **Notices.** Any notices to us must be sent to our corporate headquarters address available at and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the SaaS Platform. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- 17.2 **Severability.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.
- 17.3 **Assignment.** This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.
- 17.4 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.