

SAAS SERVICES AGREEMENT

This SaaS Services agreement (“**agreement**”) is entered into on signature date (“**Effective Date**”) between **Cortex Applications, Inc.**, a Delaware corporation, with a place of business at 2261 Market Street STE 5772 San Francisco, CA 94114 (“**Company**”), and (**CUSTOMER**) with a place of business at (**ADDRESS**) (“**Customer**”). This agreement includes and incorporates the attached Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

COMPANY

Cortex Applications, Inc.

By: _____

Name: Anish Dhar

Title: CEO

CUSTOMER

CUSTOMER LEGAL NAME

By: _____

Name: _____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- (a) Subject to the terms of this agreement, Company will use commercially reasonable efforts to provide Customer Services. As part of the registration process, Customer will identify a tenant for Customer's Company account. Company reserves the right to refuse registration of, or cancel accounts it deems inappropriate.
- (b) Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

- (a) Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to Services ("**Software**"); modify, translate, or create derivative works based on Services or any Software (except to the extent expressly permitted by Company or authorized within Services); use Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during Term only in connection with Services.
- (b) Further, Customer may not remove or export from the United States or allow the export or re-export of Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this agreement and will be prohibited except to the extent expressly permitted by the terms of this agreement.
- (c) Customer represents, covenants, and warrants that Customer will use Services only in compliance with Company's standard published policies then in effect ("**Policy**") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of Services, Company may do so and may prohibit any use of Services it believes may be (or alleged to be) in violation of the foregoing.
- (d) Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer will also be responsible for maintaining the security of Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- (a) Each party ("**Receiving Party**") understands that the other party ("**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to

Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of Services ("**Customer Data**"). Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Disclosing Party agrees that the foregoing will not apply with respect to any information after five (5) years following the disclosure thereof or any information that Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of Disclosing Party or (e) is required to be disclosed by law.

- (b) Customer will own all right, title and interest in and to Customer Data, as well as any data that is based on or derived from Customer Data and provided to Customer as part of Services. Company will own and retain all right, title and interest in and to (a) Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.
- (c) By creating an Account you hereby grant to Cortex the right, and is expressly instructing Cortex, to access and interoperate with that Account during the term of the Subscription in order to provide and support the Account.

4. PAYMENT OF FEES

- (a) Customer will pay to Company then applicable fees described in the Order Form for Services in accordance with the terms therein ("**Fees**"). If Customer's use of Services exceeds Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this agreement), Customer will be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- (b) Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer will be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

- (a) Subject to earlier termination as provided below, this agreement is for Initial Service Term as specified in Order Form and will be automatically renewed for additional periods of the same duration as Initial Service Term (collectively, "**Term**"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

- (b) In addition to any other remedies it may have, either party may also terminate this agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this agreement. Customer will pay in full for Services up to and including the last day on which Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company will use reasonable efforts consistent with prevailing industry standards to maintain Services in a manner which minimizes errors and interruptions in Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company will hold Customer harmless from liability to third parties resulting from infringement by Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of Service is not strictly in accordance with this agreement. If, due to a claim of infringement, Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using Service, or (c) if neither of the foregoing is commercially practicable, terminate this agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES,

REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this agreement will otherwise remain in full force and effect and enforceable. This agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this agreement without consent. This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions.

The parties will work together in good faith to issue at least one mutually agreed upon press release within Initial Service Term, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.