



TEST PERIOD “STARTER TENANT” AGREEMENT FOR “SPARK”

THIS AGREEMENT (“Agreement”) is made effective as of the date signed by the last of the parties (“Effective Date”) between:

- (1) **Coherent Global, Inc. (“Coherent”);** and
- (2) [], (“Customer”).
- (3) **Starter Tenant Points of Contact**

	Name of contact person	Address for service	Email address
Coherent	[Please insert]	[Please insert]	[Please insert]
Customer	[Please insert]	[Please insert]	[Please insert]

1 Scope

1.1 Company is interested in testing and evaluating, during the Testing Period, the “Spark” product developed by Coherent, together with all associated software, content, hardware, devices, documentation, and other items necessary to enable such testing and evaluation to take place (collectively “the **Product**”), for the sole purpose of determining whether the Product can be used, either solely or in conjunction with Company’s own services and products, to effectively offer enhanced technology services and solutions to Company’s clients and potential clients (“the **Purpose**”).

2 License

2.1 In consideration of Company carrying out the testing and evaluation in respect of the Product, Coherent hereby grants to Company a royalty free, non-exclusive licence during the Testing Period to access and use the Product for the Purpose, and in strict accordance with the following parameters, with the specific limits set out at (i) and (ii) below to be confirmed with Customer as part of the sales process:

- (i) Company will be permitted not more than X Active Service APIs;
- (ii) Company will be permitted not more than 120 Compute Hours per Active Service per month;
- (iii) No Personal Identifying Information (PII) will be loaded during testing and evaluation; and
- (iv) Access to the Product and the testing and evaluation process must not be granted to any other individual or entity.

2.2 Coherent will provide access to the Product for Company and during the Testing Period Coherent shall, at no charge, assist Company with technical support for the Product as reasonably requested.

2.3 Company acknowledges and agrees that the testing and evaluation process to be undertaken pursuant to this Agreement shall be done so solely for the Purpose. No other use of the Product by Company shall be permitted. Company will ensure that all testing and evaluation procedures are undertaken such that nothing is done which in any way damages or compromises the Product.

Company will be liable to compensate Coherent fully if any action or omission by Company (or of any individual granted access to the Product or the testing and evaluation process) causes the Product to be damaged or compromised in any way.

- 2.1 Company shall access and use the Product solely within a non-production environment for the purpose of testing and evaluation, and shall not deploy, use, or rely on the Product in any live, production, or business-critical environment, or to process any live or production data.

3 Term and Testing Period

- 3.1 The term of this Agreement shall commence on the Effective Date and continue until the end of the "Testing Period". The Testing Period shall run for a period of one (1) year from the date that access is granted for the purposes contemplated in this Agreement.
- 3.2 Coherent may terminate this Agreement at any time by providing written notice to Company.

4 Fees and Payment

- 4.1 Company will pay Coherent USD \$125,000 for the use of Spark as outlined in Sections 2 and 3 hereto. Invoice will be sent on the Effective Date with payment due within 30 days. Any payments made from the Customer to Coherent under this Agreement are non-refundable.
- 4.2 Customer is responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of the Agreement (other than taxes based on Coherent's net income).

5 Limitation of Liability

In no event shall Coherent be liable to Company for consequential, incidental, indirect or punitive loss, damage or expenses (including but not limited to business interruption, lost business, or lost savings) even if it has been advised of their possible existence.

6 Intellectual Property

- 6.1 All rights, title and interest in or to the Product shall remain at all times with Coherent and shall not pass to Company through this Agreement or otherwise. Company acknowledges and agrees that, as between them, Coherent has and retains ownership of all copyrights, trade secrets, patents and other intellectual property rights in the Product ("**Product IP**"). Company shall have or obtain no rights in any Product IP other than the limited license granted to it pursuant to clause 2.1 above.
- 6.2 Company agrees and undertakes that it will not, and will not permit any party to: (a) sublicense, rent, lease, lend, share, redistribute, or otherwise provide any third party with access to the Product; (b) decompile, reverse engineer, or otherwise translate or attempt to derive the source code of all or any part of the Product; (c) copy, modify or create derivative works of the Product; (e) use the Product to create a product that competes with the Product; or (f) generally, use the Product for any purpose other than the Purpose.

7 Confidential Information

- 7.1 During the course of this Agreement, each party ("Receiver") may be given access to information (in hardcopy and/or electronic form) that relates to the other party's ("Discloser") past, present, and future research, development, business activities, products, services, and technical knowledge, or which is identified by the Discloser as confidential ("Confidential Information"). In connection therewith, the following subsections shall apply:
 - (i) The Confidential Information of the Discloser may be used by the Receiver only in connection with the activities permitted under this Agreement;
 - (ii) Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential

information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Access to the Confidential Information shall be restricted to Receiver's named personnel engaged in a use permitted hereby;

- (iv) The Confidential Information may not be copied or reproduced without the Discloser's prior written consent;
- (v) All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of the related Project or services or (b) request by the Discloser, unless the Receiver is otherwise allowed to retain such Confidential Information. Receiver may retain, subject to the terms of this clause 6, copies of Discloser's Confidential Information required for compliance with its record keeping or quality assurance requirements;
- (vi) Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement;
- (vii) If Receiver receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of Discloser, it shall promptly notify Discloser of such receipt and tender to it the defence of such demand. Receiver shall thereafter be entitled to comply with such subpoena or other process to the extent required by law; and
- (viii) Each party shall have the right to disclose the existence and nature of this Agreement to any Client. The terms of this Agreement shall be considered Confidential Information and may not be disclosed without the other party's prior written consent.

8 Assignment

Neither party may assign or transfer this Agreement without the express prior written consent of the other party hereto.

9 Survival

Clauses 4 through 10 shall continue in full force and effect following the termination or expiry of this Agreement for any reason. If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted.

10 Governing Law

- 10.1 This Agreement shall be governed by and interpreted in accordance with the laws of Delaware without giving effect to conflict of law rules. Any action or proceeding arising from or relating to this Agreement shall be brought in any competent court in Delaware. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.

Agreed and Accepted:

Coherent Global, Inc.

Signed:

Print Name:

Title:

Date:

Customer

Signed:

Print Name:

Title:

Date: