

REMAPPED

Software as a Service (SaaS) Evaluation Agreement for Partner Onboarding Process (POP)

1. SCOPE AND STRUCTURE

These Software Terms (the “Terms”) govern access to and use of the Remapped platform (the “Service”) made available to the Partner for evaluation purposes in connection with the Partner Onboarding Agreement and/or applicable onboarding documentation (the “POP”).

These Terms form part of the Applicable Terms referenced in the POP and shall be read together with such Applicable Terms.

2. LICENSE RIGHTS AND RESTRICTIONS

2.1 License Grant

Subject to the Applicable Terms, Remapped, directly or through an authorized commercialization entity, grants to the Partner a limited, non-exclusive, non-transferable, and non-sublicensable license to:

- (a) access and use the Service and any related documentation provided by Remapped (the “Documentation”); and
- (b) download, install, deploy, and use any data collection agents, scripts, connectors, or programs provided by Remapped (the “Collection Tools”), solely for the Partner’s internal evaluation purposes during the applicable evaluation period (the “Evaluation Period”).

The Partner shall not provide access to the Service to any third party, including customers, except where expressly authorized in writing by Remapped.

For the avoidance of doubt, use of the Service and any outputs generated through it is subject to the restrictions set out in these Terms and the Applicable Terms, including limitations on reuse outside the permitted evaluation scope.

2.2 Third-Party Components

The Service, including the Collection Tools, may incorporate or interoperate with third-party software components. Such components are provided solely for use in connection with the Partner’s authorized use of the Service.

The Partner obtains no independent rights in any such components and shall not use them separately from the Service or beyond the scope expressly permitted under the Applicable Terms.

2.3 Restrictions

The Partner shall not, and shall not permit any third party to:

- (a) modify, adapt, translate, or create derivative works of the Service or Collection Tools;

- (b) reverse engineer, decompile, or disassemble the Service, except to the extent permitted by applicable law;
- (c) remove, disable, or circumvent any security or technical protection mechanisms;
- (d) remove or alter any proprietary notices;
- (e) copy, distribute, sublicense, assign, or otherwise make the Service available to any third party, except as expressly permitted;
- (f) use the Service in violation of applicable laws or regulations;
- (g) disclose benchmarking or performance testing results without prior written consent of Remapped;
- (h) use the Service to develop or support a competing product or service;
- (i) use the Service, or any data, outputs, reports, results, metadata or other materials generated by or derived from the Service, to train , fine-tune or otherwise improve any artificial intelligence, machine learning, or similar system; or
- (j) use the Service for any purpose other than the internal evaluation expressly permitted under the Applicable Terms.
- (k) use, reproduce, extract, or exploit any outputs, reports, or data generated by the Service outside the scope of the permitted evaluation or in any manner intended to replicate, compete with, or substitute the Service.

2.4 Ownership

The Service, Documentation, and Collection Tools are proprietary to Remapped and its licensors and are protected by applicable intellectual property laws.

Except for the limited rights expressly granted under the Applicable Terms, all rights, title, and interest in and to the Service remain vested in Remapped and its licensors.

3. TERM AND TERMINATION

3.1 Term

These Terms shall apply for the duration of the Evaluation Period unless earlier terminated.

3.2 Termination

Either Party may terminate access to the Service at any time upon written notice.

3.3 Survival

All provisions which by their nature should survive termination, including those relating to intellectual property, data, confidentiality, disclaimers, and liability, shall survive termination.

4. SERVICE NATURE

4.1 Evaluation Basis

The Service is provided solely for evaluation purposes. Remapped is not obligated to provide production-level support, service levels, or availability commitments unless expressly agreed in writing.

4.2 Deployment

Remapped shall make the Service available within a reasonable time following activation. Unless otherwise agreed, no on-site installation or implementation services are included.

5. PARTNER RESPONSIBILITIES

The Partner shall:

- (a) use the Service solely for internal evaluation purposes;
- (b) comply with all applicable laws and regulations;
- (c) ensure that its systems meet the minimum technical requirements; and
- (d) provide reasonable evaluation feedback upon request.

5.1 Data Authorisation

The Partner shall obtain and maintain all necessary rights, permissions, consents, and authorisations from any relevant data owner, including customers, affiliates, and third parties, to:

- (a) access systems and environments;
- (b) deploy Collection Tools;
- (c) transfer data to the Service; and
- (d) permit processing, including cross-border transfers, in connection with the Service.

The Partner shall ensure that all data is collected and provided in compliance with applicable law and contractual obligations.

Remapped shall have no obligation to verify the existence or validity of such rights or authorisations and shall not be liable for any claims arising from the Partner's failure to obtain them.

The Partner shall ensure that such authorisations are sufficient to permit Remapped to process and use the data in accordance with these Terms, including the generation and use of derived and aggregated data.

6. DATA GOVERNANCE

6.1 Data Ownership

- (a) The Partner and/or its customers retain ownership of all data submitted to or processed through the Service ("Customer Data");
- (b) Remapped shall own all data generated through the processing of such data within the Service, including any structured, transformed, parsed, or otherwise processed data, as well as any aggregated, anonymized, de-identified, and derived data;
- (c) Remapped retains all rights in and to the Service and all related technology, including methodologies, models, and analytical outputs; and
- (d) No ownership rights are granted to the Partner in any processed, derived, or system-generated data.

6.2 Use of Outputs

Any reports, outputs, or results generated by the Service are provided solely for internal evaluation purposes and may not be:

- (a) used for production or commercial reliance;
- (b) distributed externally without authorization; or
- (c) used to replicate, benchmark, or develop competing solutions.

6.3 Use of Data

Remapped may use Customer Data and any processed or derived data:

- (a) to operate, maintain, and improve the Service;
- (b) for analytics, benchmarking, and performance optimization;
- (c) to develop and enhance methodologies, models, and related outputs; and
- (d) in aggregated, anonymized, or de-identified form for commercial and strategic purposes.

6.4 Derived Data and System Elements

Without limitation to Clause 6.1, Remapped retains all rights in and to:

- (a) the Service, including all software, algorithms, models, methodologies, and analytical frameworks;
- (b) any transformations, processing, or enrichment applied to Customer Data;
- (c) system-generated metadata, usage data, and performance metrics; and
- (d) aggregated and de-identified datasets that do not identify the Partner or any specific customer.

No ownership rights in such elements are transferred to the Partner.

6.5 Data Protection

To the extent that personal data is processed, such processing shall be governed by the applicable Data Processing Addendum forming part of the Applicable Terms.

Unless otherwise agreed in writing, the Service shall be used with non-sensitive and non-production data.

6.6 Data Transfers and Hosting

Customer Data may be processed in different jurisdictions as necessary for the operation of the Service.

The Partner is responsible for ensuring that all required consents and authorisations for such processing and transfers have been obtained.

6.7 Subprocessors

Remapped may use affiliates and third-party service providers in connection with the delivery of the Service and shall remain responsible for their performance.

6.8 Raw Data Handling

Remapped may, at its discretion, delete or cease retention of raw data submitted to the Service once such data has been processed, without affecting its rights in any processed, aggregated, or derived data.

7. CONFIDENTIALITY

Confidentiality obligations shall be governed by the Applicable Terms. In the absence of a separate agreement, each Party shall protect the other Party's confidential information using reasonable care and shall use such information solely for the purposes of evaluation.

Confidentiality obligations shall survive termination and, with respect to trade secrets, shall continue for so long as such information remains a trade secret.

8. INFORMATIONAL NATURE OF OUTPUTS

The Service generates analytical outputs based on data provided or processed during evaluation. Such outputs are provided for informational and evaluation purposes only and are indicative and non-binding.

They do not constitute legal, licensing, or contractual advice.

The Partner is solely responsible for validating any outputs before relying on them for business or operational decisions.

This clause is a material condition of the license granted under these Terms.

9. WARRANTY DISCLAIMER

The Service is provided on an "as is" and "as available" basis for evaluation purposes only.

Remapped disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation.

The Partner acknowledges that use of the Service is at its own risk.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, neither Party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of revenue, profits, data, or business opportunity, arising out of or in connection with these Terms.

Remapped's total aggregate liability arising out of or relating to these Terms shall not exceed the total amounts paid by the Partner for access to and use of the Service during the twelve (12) months preceding the event giving rise to the claim.

Nothing in these Terms shall exclude or limit liability for wilful misconduct, gross negligence, or breach of confidentiality obligations.

11. USE OF DATA DURING EVALUATION

Unless otherwise agreed in writing, the Partner shall use non-sensitive and non-production data during the Evaluation Period.

Remapped shall not be responsible for any data introduced in breach of this requirement.

12. FEEDBACK

The Partner may provide feedback regarding the Service on a voluntary basis. Remapped may use such feedback without restriction for the purpose of improving the Service.

13. GENERAL

13.1 Relationship

The Parties are independent contractors. Nothing in these Terms creates any partnership, joint venture, or agency relationship.

13.2 Assignment

The Partner may not assign or transfer these Terms without prior written consent, except in connection with a merger or acquisition.

13.3 Entire Agreement

These Terms form part of the Applicable Terms and must be read together with the POP and any related documentation.

13.4 Governing Law

These Terms shall be governed by the laws applicable to the contracting Remapped or affiliate entity and region, as specified in the Applicable Terms or relevant order documentation.