

REELIN

Service Agreement

This Service Agreement ("Agreement") is entered into as of 22nd October 2023 ("Effective Date"), by and between Reelin, a C Corp ("Company"), and Afrisplash Remotely ("Customer").

1. Services

1.1 Description of Services: Company agrees to provide Customer with access to and use of its Reelin financial management platform ("Service"), as described in Exhibit A attached hereto.

1.2 Service Levels: Company will use commercially reasonable efforts to ensure the Service is available to Customer as described in Exhibit B attached hereto.

2. Payment

2.1 Fees: Customer agrees to pay Company the fees as described in Exhibit C attached hereto, in accordance with the payment terms specified therein.

2.2 Invoices and Payments: Company will invoice Customer in advance or as otherwise specified in Exhibit C. Customer shall make payments within one month of the invoice date.

3. Term and Termination

3.1 Term: The initial term of this Agreement shall be one year, commencing on the Effective Date. Upon expiration, this Agreement will automatically renew for another year, unless either party provides written notice of termination at least 14 days prior to the end of the then-current term.

3.2 Termination for Convenience: Either party may terminate this Agreement for convenience by providing 14 days' written notice.

3.3 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches a material term or condition of this Agreement.

4. Confidentiality

4.1 Definition: "Confidential Information" means all non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential.

4.2 Confidentiality Obligations: The Receiving Party shall not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

4.3 Exceptions: The obligations of confidentiality shall not apply to any information that (a) is or becomes publicly known through no fault of the Receiving Party, (b) was rightfully known or received by the Receiving Party without any obligation of confidentiality, (c) is independently developed by the Receiving Party, or (d) is disclosed in accordance with applicable laws or regulations.

5. Intellectual Property

5.1 Ownership: Company retains all right, title, and interest in and to the Service, including all intellectual property rights. Customer acknowledges that it is obtaining only a limited right to use the Service and that Customer shall not acquire any ownership interest in the Service.

5.2 License: Company grants Customer a non-exclusive, non-transferable license to use the Service during the term of this Agreement solely for its internal business purposes.

6. Limitation of Liability

6.1 Disclaimer: EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6.2 Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. General

7.1 Entire Agreement: This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

7.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United State of America.

7.3 Notices: All notices under this Agreement shall be in writing and sent to the addresses specified herein or as otherwise specified in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the Effective Date.

adugam

Abel Adugam
Chief Executive Officer.

Reelin

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Afrisplash Remotely

Godspower Eseurhobo

By: Godspower Eseurhobo
Title: Chief Executive Officer

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Exhibit A: Description of Services

Exhibit B: Service Levels

Exhibit C: Pricing and Payment Terms

Exhibit A: Description of Services

Service Overview:

- Reelin provides access to a cloud-based financial management platform that includes advanced analytics, expense control, and cash flow management tools.

2. Access and Usage:

- Customer will have secure access to the Service through a unique login.
- Customers may use the Service for its internal business purposes.

3. Data Integration:

- Reelin may offer data integration features to connect with Customer's financial data sources for analysis and reporting.

4. Service Updates:

- Company may release updates and improvements to the Service during the term of this Agreement.

Exhibit B: Service Levels

1. Availability:

- Company will use commercially reasonable efforts to ensure that the Service is available 24/7, with the exception of scheduled maintenance periods.
- Scheduled maintenance periods will be communicated to customer in advance.

2. Support:

- Company will provide email support during regular business hours for assistance with Service-related inquiries.
- Critical issues will be addressed promptly.

3. Uptime Guarantee:

- Company aims to achieve a minimum uptime of 99.9% for the Service.
- Uptime is calculated on a monthly basis.

Exhibit C: Pricing and Payment Terms

1. Fees:

- Customer agrees to pay Company the following fees for the Service:
 - Pro Plan: Discounted for \$5/month billed annually.

2. Payment Schedule:

- Customers shall make payments on an annual basis, in advance.
- The first payment is due within one month of signing this Agreement.

3. Payment Methods:

- Payments shall be made by debit card or bank transfer.
- Customer shall provide valid payment information.

4. Taxes:

- All fees are exclusive of taxes. Customer is responsible for any applicable taxes.



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