



ATTAINIA MASTER SERVICES AGREEMENT

Last Updated: February 16, 2026

This Attainia Master Services Agreement including the Order Form(s), Statement of Work, or other ordering document that references this Master Services Agreement (“Agreement”) constitute a single binding agreement between Attainia, LLC, a Revalize company (“Revalize”) and the legal entity identified in the Order Form (“Customer”). Revalize and Customer may be individually referred to as a “Party” or collectively as the “Parties”.

Revalize provides services intended solely for business use, pursuant to the terms and conditions set forth in this Agreement and on the condition that Customer accepts and complies with this Agreement. By electronically signing this Agreement, Customer (a) accepts this Agreement and agrees that Customer is legally bound by its terms; and (b) represents and warrants that it has the right, power, and authority to enter into this Agreement on behalf of the legal entity, and to bind such legal entity to these terms. If Customer does not agree to the terms of this Agreement, neither Customer nor its Authorized Users may download, install, or use the Services.

The Parties agree as follows:

1. DEFINITIONS

Capitalized terms not defined have the meaning given to them in Attachment A.

2. SOFTWARE LICENSES AND SERVICES

2.1 Applicable Terms. Revalize offers and the Customer wishes to utilize one or more of the following: (i) Revalize’s proprietary software and/or licenses specifically listed on the Order Form, (ii) Documentation, and/or (iii) Professional Services. The following terms apply to the Services purchased by Customer on the Order Form based upon on the type of Services.

Subscription Services: Revalize provides Attainia as a Subscription Services and the following terms and conditions (which are hereby incorporated by reference) shall apply to the Customer’s Order: [Subscription Services Terms](#). Attainia Subscription Services are solely designed to help the Customer to create and manage furnishing and equipment planning and budgets along with routine replacement of capital equipment, and expressly excludes housing or management of HIPAA-related data or PHI as further set forth under Section 4.5 below.

Professional Services: If the Order Form includes a purchase of Professional Services, the following terms and conditions (which are hereby incorporated by reference) shall apply: [Professional Services Terms](#). Any Statement of Work may be attached to the Order Form.

Support Services: If the Order Form includes maintenance or other support services or Customer’s license includes access to Support Services, the following terms and conditions (which are hereby incorporated by reference) shall apply: [Revalize Customer Support Policy](#).

2.2. Ordering Services. Customer may purchase initial or any additional Services by executing an Order Form in the format provided by Revalize. An Order Form will become binding when it is executed by the Customer and accepted by Revalize.

3. INVOICING AND PAYMENTS

3.1. Payment and Billing. Unless otherwise indicated on an Order Form, all Fees will be invoiced in full up front at the time of commencement of the Service(s). Unless otherwise indicated in the Order, Customer shall pay all undisputed invoices within 30 days of Customer’s receipt of each invoice without set-off, counterclaim or deduction. Provided the Order Form does not specifically state otherwise, Revalize reserves the right to modify the fees annually by providing Customer at least thirty (30) days written notice and will provide the then-current pricing for the upcoming annual period, as applicable.

3.2. No Refunds or Credits. Unless as otherwise expressly set forth herein, no refunds or credits for Fees or other charges or payments will be provided to Customer if Customer terminates the Services and/or this Agreement or any Order therein prior to its expiration date.



3.3 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Revalize's income. If Customer is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, Customer shall not be responsible for any sales, use, property, gross receipts or similar taxes levied against either party. Customer shall provide Revalize with a certificate evidencing its tax-exempt status upon execution of the Agreement and at each subsequent Renewal Term thereafter.

3.4 Billing Disputes. To dispute any Fees, Customer must provide written notice to Revalize within fourteen (14) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any unpaid amounts within fifteen (15) days.

3.5 Late Payments and Collections. For any invoice not paid within thirty (30) days of the invoice date, Revalize may assess and the Customer shall pay any late payment charges at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. Subject to a reasonable, good faith dispute, Customer may be required to pay all costs and expenses incurred by Revalize in connection with the collection of overdue, unpaid amounts owed to Revalize by Customer under the terms of this Agreement.

4. CUSTOMER RESPONSIBILITIES

4.1 System and Equipment. Revalize Services are dependent upon Customer's obtaining, deploying, and maintaining any and all equipment and/or ancillary services needed to connect to, access or otherwise use the Services, including, such as, internet connections, hardware, servers, software, operating systems, networking, web browsers and the like required for Customer and its Authorized Users to access and use the Services. Revalize shall not be responsible for supplying any hardware, software, or other equipment to Customer or Authorized Users and is not responsible for any deficiencies in the provision of the Services if Customer fails to procure and maintain such systems and/or equipment.

4.2 Use Restrictions. Except as explicitly permitted in this Agreement or required under applicable law, Customer will not, and will not allow its Authorized Users to: (i) copy, modify, or create derivative works of the Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) create any competing Services; (v) permit any third party to access or use the Services in violation of this Agreement; (vi) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any Applicable Law; or (vii) use any Services, or allow the transfer, transmission, export, or re-export of the Services or portion thereof, in violation of any Applicable Law or regulation. Any of the activities set forth in this Section 4.2 are strictly prohibited and constitute unauthorized use of the Services. Any failure to comply with this Section will be a material breach of the Agreement by the Customer.

4.3 Third-Party Services. Customer acknowledges that the Services may contain software licensed to Revalize from third parties ("Third Party Software") and that the Third-Party Software is not owned by Revalize and may be subject to additional restrictions imposed by the Third-Party Software licensor. Revalize shall provide those additional terms (directly or indirectly) to the Customer and Customer agrees to abide by any such additional restrictions.

4.4 Limited Use. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer and/or its Authorized Users. In the event that Customer wishes to allow its Contractor access to the Services during its Term, the Customer shall be permitted to do so provided that any such Contractor: (i) is subject to written obligations of confidentiality that are substantially similar to those set forth herein, (ii) uses the Services solely for the Customer's internal business purposes pursuant to the terms of this Agreement, (iii) is not a competitor of Revalize, and (iv) that Customer shall be responsible for any breach of the Agreement by any such Contractor. Customer may incur additional fees for exceeding system limits applicable to certain Services.

4.5 No HIPAA/PHI. The Services and any related deliverables are not designed for, intended for or permitted to collect, receive, maintain, process, transmit or store PHI. Revalize is not a Business Associate and does not represent or warrant that Services comply with HIPAA or any health privacy law. Customer shall not, and shall ensure its Authorized



Users do not, input, upload, submit or transmit any PHI or other health information (including data governed by state health privacy laws) into the Services. Customer is solely responsible for determining whether its data constitutes PHI and for implementing appropriate controls to prevent PHI from being submitted to the Services.

5. CONFIDENTIAL INFORMATION AND PERSONAL DATA.

5.1 Use and Nondisclosure. A receiving Party will only use the disclosing Party's Confidential Information as necessary under this Agreement and will not disclose Confidential Information to any third party except to those of its employees, agents and Contractors (the "Representatives") who have a business need to know such Confidential Information; provided that each such Representatives are bound to confidentiality restrictions consistent with the terms set forth in this Agreement and that receiving Party is responsible and fully liable for any breach of its Representatives in relation to the Confidential Information. Each receiving Party will protect the disclosing Party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving Party uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this Section 5.1 will remain in effect during the Term and for a period of three (3) years after the expiration or termination thereof, except with regard to trade secrets of the disclosing Party, which will be held in confidence for as long as such information remains a trade secret. Upon request or termination of this Agreement, receiving Party will promptly return or destroy all Confidential Information of the disclosing Party. Notwithstanding the foregoing, the receiving Party may retain Confidential Information for legal and compliance archival purposes, provided that such retained information remains subject to the confidential obligations herein until it is destroyed.

5.2. Exclusions. The obligations and restrictions set forth in subsection 5.1 will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving Party; (ii) is already rightfully known by the receiving Party at the time of disclosure; (iii) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information; or (iv) the receiving Party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing Party.

5.3 Permitted Disclosures. The provisions of this Section 5 will not restrict either Party from disclosing the other Party's Confidential Information as required by a law, regulation or order of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the Party required to make such a disclosure gives reasonable notice to the other Party to enable it to contest such order or requirement or limit the scope of such request. If Revalize receives a request from a third party (including a subpoena, summons or discovery demand in litigation) requesting the production of any of Customer's information, Revalize will bill the Customer for reasonable expenses incurred in responding to the request.

5.4 Injunctive Relief. The receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving Party, the disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. DATA SECURITY AND PRIVACY

6.1 Data Security and Customer Data. Revalize will use commercially reasonable efforts to protect Customer Data through use of administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data consistent with prevailing industry practices.

Customer is solely responsible for keeping all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer represents and warrants that Customer has all necessary rights, title, and permissions for Customer and Revalize to access, collect, share, and use Customer Data as contemplated by this Agreement and that Customer Data will not violate or infringe (i) any intellectual property, publicity, privacy or other rights, or (ii) any Applicable Laws. Customer acknowledges and agrees that Customer shall not submit to or process via the Services any sensitive Personal Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

6.2 Data Privacy. Revalize will use Personal Data provided by Customer to Revalize or otherwise collected by Revalize pursuant to this Agreement solely in accordance with the Data Processing Agreement (the "DPA") available [here](#). The



DPA is hereby incorporated into this Agreement and governs the Parties' respective rights and obligations relating to such Personal Data as applicable.

6.3 Use of Customer Data. Subject to the terms of this Agreement, Customer grants Revalize and its Affiliates a right to (a) access, use, copy, transmit and display Customer Data to provide, update, and/or upgrade the Services; and (b) prevent or address service or technical problems and/or maintain the Software and monitor usage of the Software and Services.

6.3 Aggregated Data. Revalize may deidentify and aggregate Customer Data with data of other customers and/or third parties so that no individual can be identified and no personal data remains ("Aggregated Data") and may use such Aggregated Data for analytics, system performance metrics, benchmarking, marketing and other legitimate business purposes.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 Revalize IP. As between Parties, Revalize owns all right, title, and interest in and to the Services, Revalize IP, Aggregated Data and Revalize's Confidential Information, including all associated Intellectual Property Rights. All Revalize IP is deemed Revalize's Confidential Information. Revalize shall own any and all rights, title, and interest in and to any improvements, enhancements, modifications or derivative works to foregoing (including without limitation all Revalize IP), regardless of the party that creates them. Revalize reserves all rights not expressly granted to Customer under this Agreement.

7.2 Customer IP. As between the Parties, Customer owns all rights, title, and interest in and to Customer Data, Customer's name, logo and trademarks (collectively, the "Customer Marks") and Customer's Confidential Information, including all associated Intellectual Property Rights. Customer reserves all such rights not expressly granted under this Agreement.

7.3 Feedback. If Customer or any of its Authorized Users, employees, Contractors or agents provide any suggestions, ideas, enhancements or other feedback relating to the Revalize IP or the Services ("Feedback"), Customer hereby assigns to Revalize all right, title and interest in such Feedback. Revalize may use such Feedback without restriction, attribution or compensation, and has no obligation to implement any Feedback.

7.5 Customer Marks and Data. Revalize receives no rights in or to Customer Data or Customer Marks except for the limited rights expressly set forth in this Agreement. Revalize will not use Customer Data or Customer Marks for any purpose other than as expressly permitted herein or required by Applicable Law. Solely to the extent necessary to provide, support and deliver Services to Customer, Customer hereby grants to Revalize a non-exclusive, limited, revocable, non-transferable, royalty-free license to: (i) use, reproduce and display Customer's name, logo and trademarks (collectively, the "Customer Marks"), and (ii) use, host, copy, store, transmit and make derivative works of Customer Data, but only to the extent required to provide the Services. Revalize will comply with Customer's trademark usage guidelines as Customer provides Revalize in writing from time to time and will not use Customer Marks for any other purpose without Customer's prior written consent.

8. WARRANTY; DISCLAIMER.

8.1 Warranty. Each Party warrants that it has the authority to enter into the Agreement and, in connection with its performance under the Agreement, shall comply with all Applicable Laws applicable to a Party and/or the provision and/or use of the Services. With respect to Customer's obligation and performance of this Agreement, Customer represents and warrants that it will comply with all Applicable Law; that neither Customer nor its directors, officers and owners appear on any OFAC sanctions lists or are located in any jurisdiction subject to comprehensive U.S. sanctions; and that it has secured all required rights and permissions for Company to process any Customer Data.

8.2 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 8 AND IN THE WARRANTY SECTIONS OF THE SUBSCRIPTION SERVICES OR LICENSED SERVICES TERMS, THE SERVICES, REVALIZE IP, PROFESSIONAL SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS". CUSTOMER'S USE OF THE SERVICES, REVALIZE IP, PROFESSIONAL SERVICES, AND SUPPORT SERVICES IS AT ITS OWN RISK. REVALIZE DOES NOT MAKE, AND REVALIZE HEREBY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. REVALIZE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION



OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. REVALIZE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, REVALIZE IP, PROFESSIONAL SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. THE EXPRESS WARRANTIES MADE BY REVALIZE IN SECTION 8 ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. TO THE EXTENT APPLICABLE, REVALIZE DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE PROJECT AND SERVICES WILL BE COMPLIANT WITH THE AMERICAN WITH DISABILITIES ACT ("ADA") OR OTHER SUCH REGULATIONS. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ADA COMPLIANCE OF THE WEBSITE PROJECT AND SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY AND ALL WARRANTIES ANYWHERE IN THE AGREEMENT SHALL BE VOID IF CUSTOMER HAS MADE ANY UNAUTHORIZED USE OF THE SERVICES.

9. INDEMNIFICATION.

9.1. Revalize Indemnification. Revalize shall indemnify, defend, and hold harmless Customer, Customer's officers, directors, employees and agents (each, a "Customer Indemnitee") from and against direct damages ordered by a court of competent jurisdiction to the extent they result from any third party claim, suit, action, or proceeding that Customer's use of the Services in accordance with this Agreement, infringes or misappropriates such third party's copyright, patent or trade secret rights in the United States. If such a claim is made or appears possible, Customer agrees to permit Revalize, at Revalize's sole discretion, to (i) modify or replace the Services or component or part thereof, to make it non-infringing while maintaining substantially similar functionality, or (ii) obtain the right for Customer to continue use. If Revalize determines that neither alternative is reasonably available, Revalize may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with any data, software, hardware, equipment, network, system, or technology not provided by Revalize; (B) modifications or alterations to the Services not made by Revalize; (C) Customer's continued use of the Services after Revalize notifies Customer to discontinue use because of an infringement claim; or (D) Customer Data.

THE FOREGOING STATES THE ENTIRE LIABILITY OF REVALIZE WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SERVICES OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF REVALIZE WITH RESPECT THERETO.

9.2 Customer Indemnification. Customer shall indemnify, hold harmless, and defend Revalize and its Affiliates, officers, directors, employees and agents (each, a "Revalize Indemnitee") from and against all claims, losses, expenses, costs (including legal fees), damages, arising out of or in connection with: (i) Customer and/or its Authorized Users violation of Applicable Laws in connection with the use of the Services; (ii) Customer and/or its Authorized Users breaches of Section 4 or the DPA; (iii) use of the Services in a manner not authorized by this Agreement; and (iv) claims related to Customer Data.

9.3 Indemnification Procedures. Each Party's indemnification obligations in this Section 9 are subject in each instance to the indemnified Party: (i) promptly notifying the indemnifying Party in writing of the threat or notice of the claim; (ii) giving the indemnifying Party sole and exclusive control and authority to select defense attorneys, defend, and/or settle any such claim (however, the indemnifying Party shall not settle or compromise any claim that results in liability or admission of any liability without the indemnified Party's prior written consent); and (iii) the indemnified Party fully cooperating with the indemnifying Party in connection with the defense or settlement of any claim.

10. LIMITATIONS OF LIABILITY.

10.1 Excluded Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REVALIZE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS OR LICENSORS UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS,



DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER REVALIZE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.2 Direct Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE CASE OF REVALIZE'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL REVALIZE'S OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, THE WORK PRODUCT, DELIVERABLES OR ANY OTHER MATERIALS PROVIDED TO CUSTOMER HEREUNDER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING INDEMNIFICATION OBLIGATIONS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) EXCEED AT ANY POINT IN TIME THE AMOUNT PAID BY CUSTOMER TO REVALIZE IN THE PRIOR TWELVE (12) MONTH PERIOD UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE ANY LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. TERMINATION.

11.1 Term of this Agreement. Subject to earlier termination as provided below, the term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires. Each Order Form will continue in effect for the term set forth in the Order Form ("Initial Term") and shall automatically renew for successive periods of the same length as the Initial Term (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term ("Initial Term" and "Renewal Term" collectively referred as "Term"). Unless otherwise provided for in any Order, Revalize has the right to automatically update the Fees applicable to Customer's Services for any such Renewal Term at Revalize's then current price list rates. Revalize will provide notice of any proposed increase in such charges no later than thirty (30) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

11.2 Termination for Cause. In addition to any other express termination right set forth in this Agreement, either Party may also terminate the Agreement and any license granted herein upon thirty (30) days' written notice (or without notice in the case of non-payment if the payment is not subject to a reasonable, good faith dispute), if the other Party materially breaches any of the terms or conditions of the Agreement and such breach is not cured within such thirty (30) days' period. Revalize may terminate the Agreement immediately if Customer 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.

11.3 Effect of Expiration or Termination. If this Agreement or any Services are earlier terminated for any reason other than as a result of a material breach by Revalize, the Customer must pay within thirty (30) days of such termination all fees due under the Agreement and all remaining Fees that would have been payable for the full Term set out in the applicable Order Form or contract. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of Revalize IP and, without limiting Customer's obligations under Section 5, Customer shall delete, destroy, or return all copies of Revalize IP and certify in writing to the Revalize that Revalize IP has been deleted or destroyed.

11.4 Exporting Customer Data. During the Term and up to expiration or termination of this Agreement, to the extent accessible through the Customer will have the ability to export or download Customer's Data. The export format will be a standard, commonly used format selected by Revalize. Revalize is not obliged to provide Customer's Data in any specific technical structure, database schema, layout or configuration of the Services, and no rights in or to Revalize's software, databases, know-how or other intellectual property are granted or implied by such export. After such expiration or termination, Revalize will have no obligation to maintain or provide any of Customer's Data, and Revalize will, unless prohibited by law or legal order, delete Customer's Data in the Services in accordance with Revalize's then-current deletion policy without notice or liability to Customer.



11.5 Services Suspension. Notwithstanding anything to the contrary in this Agreement, Revalize may, in its sole discretion, suspend Services in whole or part: (i) Revalize reasonably believes that Revalize must do so in order to comply with the Applicable Law; (ii) to protect its network, customers or vendors; (iii) where Revalize believes Customer's credential have been compromised; (iv) for Scheduled Maintenance; (v) Customer's material uncured breach of this Agreement; (vi) if Customer ceases carrying on business; (vii) if Customer does not pay the Fees; (viii) as it reasonably requires to allow investigation of any potential breaches (collectively, "Service Suspension"). Revalize shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer. Revalize shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Revalize will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

12. MISCELLANEOUS.

12.1 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

12.2 Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form, (ii) a Statement of Work (if any); (iii) the main body of this Agreement or the MSA hyperlink in the Order Form; and (iv) and any other document expressly referred to in this Agreement which governs the Services. Except as otherwise specified herein, any additional or conflicting terms contained in any other document, including any purchase order terms whether or not processed by Revalize, shall be expressly rejected. If there is a conflict between the terms of this Agreement and the Order Form, the terms of the Order Form shall take precedence.

12.3 Notices. All notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email or five days after deposit with a reputable overnight courier service. Notices to Revalize relating to legal matters must be sent by email to Legal Department legal@revalizesoftware.com, and, where given by post or courier, to the registered address of the Revalize contracting entity as set out in the applicable Order Form. Notices to the Customer will be sent at either the physical address or email address associated with the Customer Portal. Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices.

12.4 Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from a Force Majeure Event. The suspension of obligations under this Section may under no circumstances be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or penalties for late payment.

12.5 Amendment and Modification. Revalize may update this Agreement and Data Privacy Policies from time to time and will provide notice to Customer at the email address on file with the Customer Portal. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by the Applicable Law, Customer must inform Revalize of its objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, either Party may terminate the portion of the Services affected by the change without penalty by written notice to the other Party. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

12.6 Severability and Waiver. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

12.7 Disputes. In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer with the other Party before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware and the courts in Delaware will have exclusive jurisdiction.



12.9. Attorney Fees and Claim Limitations. Any action or proceeding to enforce rights under the Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees. No claim or action, regardless of the form, which in any way arises out of or in connection with this Agreement may be made or brought by or on behalf of Customer or its Affiliates more than one (1) year following the expiration or sooner termination of this Agreement.

12.8 Assignment. Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), provided however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets.

12.9 Relationship of the Parties. The Parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.10 Export Regulation. Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

12.11 Publicity. Revalize may, with Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, (i) issue a press release announcing the relationship between the parties within thirty (30) days after the Effective Date and (ii) use Customer's name or logo in Revalize's advertising, promotion, and similar public disclosures with respect to the Services. Revalize may disclose the terms of this Agreement to prospective investors and prospective acquirors of Revalize's business, assets or stock solely for such purposes provided that any such investor or acquirer is subject to a written confidentiality agreement.

12.12 Audit Rights. During the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement, Revalize may, at its own expense, on reasonable prior notice, not more than once in any twelve (12) month period, inspect and audit Customer's records solely as necessary to verify Customer's compliance with its obligations under the Agreement, including without limitation user count, overages, payment obligations. Any such audit shall: (a) be conducted during Customer's normal business hours; (b) not unreasonably interfere with Customer's business operations; and (c) be subject to Customer's reasonable security and confidentiality requirements. If the audit identifies any material non-compliance. Customer shall promptly remedy such non-compliance at its own expense and pay for any services or products that have been used in excess of what it contracted. Revalize shall bear all audit costs unless the audit reveals a material breach, in which case Customer shall reimburse Revalize for its reasonable, documented audit costs.

12.13 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order will survive expiration or termination of this Agreement or the Order, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

12.14 Insurance. Revalize will maintain insurance coverage for commercial liability and cybersecurity for its benefit and in an amount it deems appropriate during the Term. Upon Customer's request (not to exceed once a year), Revalize will provide a certification of insurance for such coverage.

Attachment A

Definitions

Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

“Customer Account” means any accounts or instances created by or on behalf of Customer within the Services.

“Affiliate(s)” means, means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.

“API” means the application programming interfaces developed, made available, and enabled by Revalize that permit Customers to access certain functionality provided by the Services, including without limitation, any interface that enables the interaction with the Service(s) automatically through HTTP requests and Revalize application development API that enables the integration of the Service(s) with other web applications.

“Applicable Data Protection Law” means all data protection and privacy laws (including the GDPR) applicable to Revalize in the processing of Personal Data under this Agreement, including the DPA.

“Applicable Law(s)” means all applicable local, state, federal, and international laws, rules, and regulations, including, without limitation, those related to data privacy and data transfer, export and re-export.

“Authorized User” means Customer’s employees, consultants, Contractors, and agents (i) who are authorized by Customer to access the Services on behalf of Customer under the rights granted to Customer pursuant to this Agreement and (ii) in the case of Subscription Services, for whom a unique user name and password to access to the Services has been provisioned per the terms and conditions of this Agreement.

“Business Associate” means that term as defined in HIPAA.

“Confidential Information” means all information disclosed by one Party to the other Party that is marked confidential or which a reasonable person would understand to be confidential or proprietary given the nature of the information and circumstances of disclosure.

“Contractor” means an independent contractor or consultant of a Party.

“Customer Data” means all content and data, including without limitation any Personal Data, technical material, customer records, or other materials submitted by or on behalf of Customer and which remains in Revalize’s possession and control for further processing. “Customer Data” does not include Feedback.

“Customer Environment” means the computing environment (excluding any software provided by Revalize) separately procured, prepared or maintained by Customer for the access and use of the products and Services.

“Defect” means a material non-conformance within the Warranty period that Revalize can replicate or Customer can duplicate to Revalize.

“Documentation” means any written or electronic documentation any standard installation materials, specifications, and online or hard copy user documentation that Revalize makes generally available to its customers in conjunction with the Services .

“Effective Date” means the effective date designated on the relevant Order referencing this Agreement.

“Error” means a failure of the products or services provided by Revalize to substantially conform to the Documentation that Revalize can replicate or Customer can duplicate.

“Error Correction” means revisions, modifications, alterations, and additions to the products or Services provided by Revalize to Customer as bug fixes or workarounds, each to resolve Errors.

“Fees” means each of the Professional Services Fees, Subscription Fees, support fees, hosting fees, and any other fees specified in the Order Form.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and including all pertinent regulations, including without limitation the Privacy, Security, Breach Notification and Enforcement Rules, codified at 45 C.F.R.



Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and as may be further amended in the future ("HIPAA").

"Hosted Environment" means Revalize or its third party's technical environment required to operate and provide access to the relevant Revalize Service.

"Hosting Services" means the Services that Revalize provides to Customer to allow Authorized Users to access and use the Software, including hosting set-up and ongoing services, as described in the Documentation.

"Intellectual Property Rights" means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

"Order Form" or "Order" means the order form incorporating this Agreement specifying the products and services to be provided by Revalize to Customer and the Fees to be paid.

"Personal Data" means any information relating to an identified or identifiable natural person, as defined by Applicable Data Protection Law.

"Professional Services" means installation, configuration, implementation, training, consulting, project management, and/or other services that Revalize may provide to the Customer.

"Professional Services Fees" means the fees payable for the Professional Services.

"PHI" means protected health information as that term is defined under HIPAA.

"Revalize IP" means the Services, the catalog, the catalog data, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Revalize IP includes any information, data, or other content derived from Revalize's monitoring of Customer's access to or use of the Services, including any use by Customer of the catalog data, but does not include Customer Data.

"SaaS" means Software-as-a-Service offerings, as generally known in the industry.

"Service(s)" means any products, subscriptions, licenses, and/or services, that Customer orders via an Order referencing this Agreement, including, as applicable, the API, SaaS, Software, Documentation, and Professional Services but specifically excludes Third-Party Services.

"Software" means software provided by the Revalize either by download or access through the internet that allows an Authorized User to use any functionality in connection with the Services.

"Statement of Work" means any statement of work executed or approved by each Party identifying those Professional Services to be provided by the Revalize.

"Subscription Fees" means the fees charged on a per- Authorized User basis for the Service(s).

"Subscription Services" means the SaaS or subscription services provided by Revalize to Customer under this Agreement via the website specified in the Order Form or any other website notified to Customer by Revalize from time to time, as more particularly described in the Documentation.

"Subscription Term" means the period during which Customer has agreed to subscribe to a Service with respect to any individual Authorized User starting on the Effective Date and continuing thereafter in accordance with Section 11.

"Support Services" means the maintenance and/or support services provided under this Agreement.

"Third-Party Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information to which a Service links, or which Customer may connect to or enable in conjunction with a Service, including, without limitation, Third-Party Services which may be integrated directly into a Customer Account by Customer or at Customer's direction.

"Updates" means periodic improvements or additions to Services provided by Revalize, including Error Corrections, but excluding any new features or substantial additional functionality.

"Version" means the software configuration identified by a numeric representation, whether left or right of a decimal place.