

KCL Terms of Service

Updated: March 5, 2026

These KCL Terms of Service (the "Terms") is entered into by and between Revalize entity specified on the page the links are incorporated into ("Revalize", "Company" or "we") and the business entity licensing and/or receiving Services from Revalize pursuant to these Terms ("Customer" or "you"). Revalize and Customer may be referred to individually in this agreement as a "Party" or collectively as the "Parties." The Customer agrees that, unless Revalize has provided its express written consent, Revalize's competitors, including anyone acting on their behalf, are strictly prohibited from accessing the Services for any reason (trial or otherwise).

Revalize provides Services intended solely for internal business use, pursuant to the terms and conditions set forth in these Terms and on the condition that Customer accepts and complies with those Terms. By electronically signing the Terms, Customer (a) accepts the Terms and agrees that Customer is legally bound by the Terms; and (b) represents and warrants that: (i) its representative is 18 years of age or of legal age to enter into a binding agreement; and (ii) has the right, power, and authority to enter into these Terms on behalf of the corporation, or other legal entity, and to bind such organization to these Terms. If Customer does not agree to the Terms herein, neither Customer nor its Authorized Users may download, install, or use the Services.

EXCEPT WHERE YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 12 OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS, WAIVE CLASS ACTIONS, AND WAIVE JURY TRIALS (SECTION 12). PLEASE READ THESE TERMS, INCLUDING THOSE SECTIONS, CAREFULLY.

The Parties agree as follows:

1. Services

- 1.1. Subscription Services. Subject to the terms and conditions of these Terms and in consideration of the Subscription Fees paid by you, Revalize hereby grants you a non-exclusive, non-transferable, revocable, non-assignable, personal right to access and use the Subscription Services through internet access, up to the number of Authorized Users specified in the Order.
- 1.2. Training and Support Services:
 - 1.2.1. Training Services: Subject to the terms and conditions of these Terms and in consideration of the Fees paid by you, Revalize will provide certain training services to you and your Authorized Users. Training Services may be delivered remotely, or through online materials. All training materials, Documentation, and related content are and shall remain Revalize IP and may not be copied, distributed, or used for any purpose other than your internal business operations without Revalize's prior written consent.
 - 1.2.2. Support Services: During the Subscription Term and subject to payment of all applicable Subscription Fees hereunder, Revalize shall provide support for the Subscription Services in accordance with the terms and conditions of this Section and Support Services policy located at <https://revalizesoftware.com/customer-support-policy/> as may be updated from time to time without notice to the Customer.

2. Services Terms

- 2.1. Authorized Users. Revalize will issue Authorized Users with passwords and network links or connections to allow access to the Subscription Services for either Single-User License or Multi-User License, as set forth in your Order. The total number of Authorized Users will not exceed the number you purchased, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Subscription Fees payable hereunder. Customer acknowledges that Authorized User credentials cannot be shared or used by more than one Authorized User and that no User credential sharing is allowed but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require use of or access to the Subscription Services.
- 2.2. Modifications. Revalize reserves the right, at its discretion, to modify, add, or discontinue any Subscription Services or any portion thereof, at any time, for any reason and without liability to You. In the event such modifications material, we shall use reasonable efforts to provide you with advance notice.
- 2.3. Use Restrictions. Except as explicitly permitted in these Terms 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 these Terms; (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 are strictly prohibited and constitute an unauthorized use of the Services. Any failure to comply with this Section will be a material breach of the Terms by the Customer.

- 2.4. **Suspension.** Notwithstanding anything to the contrary in these Terms, 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) Customer's material uncured breach of these Terms; (v) if Customer ceases carrying on business; (vi) if Customer does not pay the Fees; (vii) 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.

3. **Customer Responsibilities**

- 3.1. **System and Equipment.** Customer and Authorized Users are solely responsible for (i) installation and configuration of the Subscription Services in the Customer environment; (ii) obtaining, deploying, and maintaining all hardware, software, modems, routers, or Internet connections, and other communications equipment required for Customer and its Authorized Users to access and use the Subscription Services; and (iii) paying all third-party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in these Terms, Revalize shall not be responsible for supplying any hardware, software, or other equipment to Customer or Authorized Users under these Terms. Customer will be responsible for all timely payments despite any delays caused by its failure to timely obtain any necessary Customer equipment.
- 3.2. **Access and Use.** Customer is responsible and liable for all uses of the Subscription Services resulting from access provided by Customer or provided to parties at Customer's direction, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by Customer will be deemed a breach of these Terms by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of these Terms' provisions as applicable to such Authorized User's use of the Subscription Services and shall cause Authorized Users to comply with such provisions.
- 3.3. **General.** 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 these Terms 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 Subscription Services any sensitive Personal Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer shall comply with all Applicable Laws, rules, and regulations in using the Subscription Services.

4. **Orders and Fees**

- 4.1. **Orders.** Customer shall place the Order for the Services via Revalize's online store, and each Order will have the Subscription Services type and the applicable Term listed. The Customer agrees to pay the Fees, and any related administrative, services and/or processing fees in accordance with the Services selected. All Fees must be paid annually and/or monthly based on the Services selected in advance by credit or debit card or other authorized method (if any).
- 4.2. **RECURRING PAYMENTS.** ACCESS TO THE SERVICES REQUIRES YOU TO SIGN UP FOR A SUBSCRIPTION, WHICH INVOLVES AUTOMATIC ENROLLMENT INTO A RECURRING PAYMENT PLAN. IF YOU SIGN UP FOR SUBSCRIPTION SERVICES, YOU AGREE THAT YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR SUBSEQUENT BILLING PERIODS OF EQUAL LENGTH TO YOUR CURRENT BILLING PERIOD (FOR EXAMPLE, MONTHLY OR ANNUALLY) AT THE END OF THE BILLING PERIOD AT THE THEN-CURRENT SUBSCRIPTION FEE (PLUS APPLICABLE TAXES AND FEES) UNLESS YOU DO NOT RENEW YOUR

SUBSCRIPTION IN ACCORDANCE WITH THESE TERMS. PAYMENT WILL BE CHARGED TO YOUR CHOSEN PAYMENT METHOD UPON PURCHASE CONFIRMATION AND AT THE START OF EVERY NEW BILLING PERIOD UNLESS TERMINATED IN ACCORDANCE WITH THESE TERMS.

- 4.3. Renewal Rates. We will give you advance notice of any price change prior to the next billing date, but we will not be able to notify you of any changes in applicable taxes or fees. If you do not wish to accept a price change, you may cancel your subscription in accordance with the Terms below. If you do not timely cancel your subscription, your subscription will be automatically renewed in accordance with these Terms at the new price in effect at the time of the renewal, and you authorize us to charge your chosen payment method for these amounts.
- 4.4. Payment Method. To use the Subscription Services, you must provide us with one or more payment methods. Our payment processors will keep detailed payment information, such as credit card numbers and expiration date on file. You represent and warrant that you are authorized to use the payment method provided (including any updates to that payment method), and you authorize us to charge the applicable subscription fee (plus applicable taxes and fees) to that payment method. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided and that we may retry your payment method following a failed charge attempt. You are responsible for keeping your payment details up-to-date in your account settings, including without limitation to ensure payment for any Renewal Terms as set forth in Section 5. If your payment method changes or is due to expire, then you agree that we may obtain or receive from our payment processors updated payment details including your card number, expiration date, and CVV (or equivalent), and you authorize us to charge your payment method using the updated information. If you do not pay any fees when due (for example, due to credit card expiration or insufficient funds), we may suspend or terminate your access to the Subscription Services. **Each Order is non-cancellable, non-downgradable and the Fees stated in the Order are non-refundable and are final.**
- 4.5. Taxes. All Fees are exclusive of taxes and similar assessments. The 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 the Customer hereunder, other than any taxes imposed on Revalize's income.
- 4.6. Free Trial. We may provide you with access to Subscription Services on a trial basis for a period specified in your trial licenses and commencing on the date your trial account is activated (the "**Trial Period**"). During the Trial Period, you may use the Subscription Services solely for evaluation purposes and subject to all terms and conditions of these Terms. If you do not make a timely purchase of the Subscription Services, your access to the Subscription Services and Customer Data will automatically terminate upon the expiration of the Trial Period. Revalize will have no obligation to retain, recover or provide access to Customer Data during or following the Trial Period and will have no liability for any such loss of Customer Data.

5. Term and Termination

- 5.1. Term. Unless otherwise stated in the Order, the term of each Subscription Services will be twelve (12) months from the purchase date (the "Initial Term"). Unless otherwise expressly prohibited under the Applicable Law, the Subscription Services shall automatically renew for successive periods as your initial Order on the same terms (each, a "Renewal Period" and collectively with the initial term and all Renewal Periods, the "Term") unless (i) either Party gives the other written notice of non-renewal at least 30 days in advance of renew date or (ii) Customer selects a non-renewal option under its Account. Unless otherwise provided for in any Order, Revalize has the right to automatically increase the Fees for the Services for any such Renewal Term at the then-current rates.
- 5.2. Termination for Breach. Either Party may terminate these Terms thirty (30) days after notice to the other Party if the other Party has breached any material provision of these Terms and fails to cure such breach within such thirty (30) day period. Notwithstanding the foregoing, Revalize may terminate these Terms immediately upon written notice if Customer materially breaches the provisions of the access and use restrictions set forth in these Terms.
- 5.3. Effect of Termination and Survival. Upon expiration or earlier termination of these Terms, Customer shall immediately discontinue use of the Revalize IP and, Customer shall delete, destroy, or return all copies of Revalize IP and certify in writing to Revalize that the Revalize IP has been deleted or destroyed. Unless otherwise stated, any provision which by its very nature is intended to survive shall survive any termination or expiration of these Terms.

6. Confidential Information

- 6.1. Use and Nondisclosure. A receiving Party will only use the disclosing Party's Confidential Information as necessary under these Terms and will not disclose Confidential Information to any third party except

- to those of its employees, agents and contractors who have a business need to know such Confidential Information; provided that each such employee, agent and subcontractor is bound to confidentiality restrictions consistent with the terms set forth in these Terms. 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 6.1 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.
- 6.2. Exclusions. The obligations and restrictions set forth in Section 6.1 will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of these Terms 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
 - 6.3. Permitted Disclosures. The provisions of this Section 6 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. Customer agrees to pay any and all reasonable out-of-pocket costs, fees and expenses (including without limitation reasonable attorneys' fees, document production costs and costs of reproducing electronic data) incurred by Revalize in responding to such a request.
 - 6.4. 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.

7. Data Security and Privacy

- 7.1. 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 the Terms 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.
- 7.2. Data Privacy. Revalize respects Customer's privacy and will only use the information provided by Customer to Revalize or collected in accordance with the terms of the Data Processing Agreement (the "DPA") located at <https://revalizesoftware.com/wp-content/uploads/2023/09/Customer-Data-Processing-Agreement-US.pdf> and hereby incorporated into these Terms, the provisions of the DPA shall govern the Parties' respective rights and obligations relating to Personal Data to the extent such Personal Data is required to be shared under the Terms.
- 7.3. Use of Customer Data. Subject to the terms of the Terms, Customer grants Revalize and its Affiliates a worldwide, limited, non-exclusive, non-transferable right to (a) access, use, copy, transmit and display Customer Data to provide, update, and/or upgrade the Services; (b) prevent or address service or technical problems and/or maintain the Software and monitor usage of the Software and Services (c) de-identify and aggregate Customer Data with other data of customers and/or third parties such that it does not reveal the identity of any individual or include personally identifiable information ("Aggregated Data") to perform analytics and reporting for system metrics, benchmarking and marketing for industry, financial, and other business purposes; and (d) enforce the rights of the Parties under the Terms.

8. Intellectual Property Rights

- 8.1. Revalize IP. Customer acknowledges that, as between Customer and Revalize, Revalize owns all right, title, and interest, including all intellectual property rights, in and to the Revalize IP, Aggregated Data and Revalize's Confidential Information, including without limitation, all Revalize IP in, of and to any improvements, enhancement or made by any party. Revalize reserves all rights not expressly granted to Customer in these Terms.

- 8.2. Customer Data. Revalize acknowledges that, as between Revalize and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data and Customer's Confidential Information. Customer hereby grants to Revalize a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Revalize to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Data for any purpose, including benchmarking.
- 8.3. Feedback. If Customer, its Authorized Users, or any of its Contractors may provide feedback, enhancement, corrections, suggestions or recommendations to the Revalize IP, including without limitation, new features, corrections, modifications or functionality relating thereto, or any comments, questions, suggestions, or the like to Revalize Services (collectively, "Feedback"), Revalize is free to use, incorporate or otherwise exploit such Feedback without restrictions, compensation or attribution to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Revalize is not required to use any Feedback.
- 8.4. Customer Trademark License. Customer hereby grants to Revalize a non-exclusive, worldwide, non-transferable, royalty-free license to use, reproduce and display Customer's name, logo and trademarks (collectively, the "Customer Marks") as necessary for Revalize to fulfill its obligations under these Terms and solely in connection with the Services. Revalize will comply with Customer's trademark usage guidelines as Customer provides to Revalize in writing from time to time.

9. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REVALIZE AND ITS AFFILIATES PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, DUTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES: (i) OF FITNESS FOR A PARTICULAR PURPOSE; (ii) OF MERCHANTABILITY; (iii) OF TITLE, (iv) OF NONINFRINGEMENT, (v) THAT THE SOFTWARE WILL FUNCTION WITH NON-REVALIZE SUPPLIES OR ACCESSORIES; AND (vi) OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE.

10. Limitation of Liability

NEITHER PARTY'S LIABILITY IS CAPPED FOR DAMAGES RESULTING FROM FRAUD OR INTENTIONAL MISCONDUCT, OBLIGATIONS FOR INDEMNITY AS SET FORTH IN SECTION 11, CUSTOMER'S UNLICENSED USE OF THE SOFTWARE OR SERVICES, AND/OR ANY FAILURE BY CUSTOMER TO PAY ANY FEES DUE UNDER THESE TERMS. NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE ANY LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW. IN NO CASE WILL REVALIZE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS OR LICENSORS BE RESPONSIBLE OR LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE: (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; OR (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE FORSEEN. IN NO EVENT WILL REVALIZE'S OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS' TOTAL AGGREGATE LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE FEES PAID BY CUSTOMER TO REVALIZE FOR THE SOFTWARE AND/OR SERVICES UNDER THESE TERMS IN THE SIX (6) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

11. Indemnification

Customer will defend Revalize and its Affiliates against any claim made or brought against Revalize and/or its Affiliates by a third party alleging that any Customer Data or use of Customer Data with the Subscription Services infringes or misappropriates such third party's intellectual property rights, or any claims arising from Customer's use of a Subscription Services in an unlawful manner or in violation of these Terms, and shall indemnify Revalize for any damages finally awarded against, and for reasonable attorney's fees incurred by, Revalize in connection with any such claims provided Revalize (a) promptly gives Customer written notice of the claim, (b) gives Customer sole control of the defense and settlement of the claim (except that Customer may not settle any claim unless it unconditionally releases Revalize of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

12. Arbitration Agreement and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES CUSTOMER AND REVALIZE TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS HOW RELIEF MAY BE SOUGHT. ARBITRATION PRECLUDES CUSTOMER AND REVALIZE FROM SUING IN COURT OR HAVING A JURY TRIAL. CUSTOMER AND REVALIZE AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. REVALIZE AND CUSTOMER ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

IF CUSTOMER WISHES TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS, FOLLOW THE INSTRUCTIONS BELOW. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.

- 12.1 **Arbitrable Claims**. For any dispute or claim that Customer has against Revalize, that Revalize has against Customer or that Customer has, or Revalize has, in each case arising from, relating to, or stemming from these Terms, our Services or any aspect of the relationship between Customer and Revalize as relates to these Terms or our Services, including any privacy or data security claims (collectively, “Arbitrable Claims,” and each an “Arbitrable Claim”), Customer and Revalize agree to attempt to first resolve the Arbitrable Claim informally via the following process. If Customer asserts an Arbitrable Claim against Revalize, Customer will first contact Revalize by sending a written notice of Customer’s Arbitrable Claim (“Claimant Notice”) to Revalize by certified mail addressed to 50 N Laura St, Suite 2500, Jacksonville FL 32202 or by email to legal@revalizesoftware.com. The Claimant Notice must (i) include your name, address, email address, and telephone number; (ii) describe the nature and basis of the Arbitrable Claim; and (iii) set forth the specific relief sought. If Revalize asserts an Arbitrable Claim against Customer, Revalize will first contact Customer by sending a written notice of Revalize’s Arbitrable Claim (“Revalize Notice”), and each of a Claimant Notice and Revalize Notice, a “Notice”) to Customer via email to the primary email address associated with Customer’s account. The Revalize Notice must (A) include the name of a Revalize contact and the contact’s email address and telephone number; (B) describe the nature and basis of the Arbitrable Claim; and (C) set forth the specific relief sought. If Customer and Revalize cannot reach an agreement to resolve the Arbitrable Claim within thirty (30) days after Customer or Revalize receives such a Notice, then either Party may submit the Arbitrable Claim to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either Customer or Revalize first sends the applicable Notice so that the Parties can engage in this informal dispute-resolution process.
- 12.2 **Binding Arbitration**. Except for (i) individual disputes that qualify for small claims court or (ii) any disputes exclusively related to the intellectual property or intellectual property rights of Customer or Revalize, including any disputes in which Customer or Revalize seeks injunctive or other equitable relief for the alleged unlawful use of Customer’s or Revalize’s intellectual property rights or other infringement of Customer’s or Revalize’s intellectual property rights (“IP Claims”), all Arbitrable Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including, with respect to Arbitrable Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 12.1 will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Arbitrable Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.
- 12.3 **Governance**. These Terms affect interstate commerce, and the enforceability of this Section 12 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the extent permitted by Applicable Law.
- 12.4 **Submission**. All Arbitrable Claims must be submitted to the American Arbitration Association (“AAA”) and will be resolved through binding arbitration before one arbitrator.
- 12.5 **One Year to Assert Claims**. To the extent permitted by Applicable Law, any Arbitrable Claim by Customer or Revalize relating in any way to these Terms, our Services, or any aspect of the relationship between Customer and Revalize as relates to these Terms or our Services, must be filed within one year after such Arbitrable Claim arises; otherwise, the Arbitrable Claim is permanently barred, which means that Customer and Revalize will not have the right to assert the Arbitrable Claim.
- 12.6 **Opt-Out Right**. Customer has the right to opt out of binding arbitration within thirty (30) days of the date Customer first accepted these Terms by providing us with notice of Customer’s decision to opt-out via email at legal@revalizesoftware.com or by certified mail addressed to 50 N Laura St, Suite 2500, Jacksonville FL 32202. In order to be effective, the opt-out notice must include Customer’s full name, mailing address, and email address. The notice must also clearly indicate Customer’s intent to

opt out of binding arbitration. By opting out of binding arbitration, Customer is agreeing to resolve disputes in accordance with Section 12.

- 12.7 Severability. If any portion of this Section 12 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 12 or the Parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 12; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 12 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 12 will be enforceable.
- 12.8 Other Jurisdictions. Notwithstanding anything to the contrary in the Terms, if Customer is located in any country outside of the United States, Customer may bring legal proceedings regarding the Terms either by following the arbitration procedure detailed above in this Section 12 or, if given the right by Applicable Law, by submitting the dispute to an arbitration administrator in the jurisdiction in which the Customer is located. To the extent any proceeding is not subject to arbitration under Applicable Law, Customer may submit the dispute to the courts of the jurisdiction in which Customer is located.

13. Miscellaneous

- 13.1 Resellers. If the Services is being purchased by a reseller ("Reseller") on behalf of a Customer, such Reseller represents and warrants that, with respect to any Services purchased on behalf of an end customer, the Reseller is duly authorized to act on the Customer's behalf and has full legal power and authority to bind the Customer to these Terms. The Reseller shall be fully responsible for any acts or omissions of the Customer relating to the use of the Services and for any breach of the Terms by the Customer. Any such breach shall be deemed a breach by the Reseller. The Reseller shall indemnify, defend, and hold harmless Revalize from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: (a) the Reseller's lack of authority to bind an Customer; (b) any dispute by an Customer regarding acceptance or enforceability of these Terms; or (c) the end customer's use of the Services.
- 13.2 Entire Agreement. These Terms, together with any other documents incorporated herein by reference and all related schedules and exhibits, constitute the sole and entire agreement of the Parties with respect to the subject matter of these Terms and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- 13.3 Amendments. Except as otherwise provided, these Terms may only be modified by a written amendment (provided electronically or otherwise) executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order, be effective. Notwithstanding the foregoing, Revalize may update these Terms, and any policies from time to time and will provide notice to Customer at the email address on file with the Customer Account. 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 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.
- 13.4 Marketing Activities. 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 Order date and (ii) use Customer's name or logo in Revalize's advertising, promotion, and similar public disclosures with respect to the Subscription Services. Customer may disclose the terms of these Terms 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.
- 13.5 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by merger, sale of assets, operation of law or otherwise, without the prior written consent of Revalize, which consent may be conditioned on Customer paying any remaining payments due hereunder in full; provided however Revalize may assign these Terms and all its rights therein in connection with merger, acquisition and sale of all or substantially all of its assets without any consent.

- 13.6 Export Regulation. The Subscription Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, release or make accessible the Subscription Services from any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.
- 13.7 Governing Law; Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflicts of laws or choice of law rules, and each Party agrees to submit to the exclusive jurisdiction of the State and Federal courts located in New Castle County, Delaware, except as otherwise indicated in Section 12.
- 13.8 Force Majeure. In no event shall Revalize be liable to Customer, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under the Terms, if and to the extent such failure or delay is caused by any circumstances beyond Revalize's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, epidemic or pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 13.9 Entire Agreement. These Terms, together with any other documents incorporated herein by reference and all related schedules and exhibits constitute the sole and entire agreement of the Parties with respect to the subject matter of these Terms and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. Capitalize terms not defined have the meaning given to them in Exhibit A below.
- 13.10 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and delivered by personal delivery, via an internationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid) to the address in the Customer Account as to the Customer and to Revalize, as follows: 50 N Laura St, Suite 2500, Jacksonville FL 32202, legal@revalizesoftware.com.

Exhibit A Definitions

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

“Affiliates” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

“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 the Revalize application development API that enables the integration of the Service(s) with other web applications.

“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.

“Authorized User” means Customer employees, consultants, contractors, and agents who are authorized by Customer to access the Subscription Services on behalf of Customer under the rights granted to Customer pursuant to these Terms.

“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.

“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.

“Documentation” means any written or electronic documentation, images, video, text, or sounds specifying the functionalities of the Services provided or made available by Revalize to Customer or Users through the Site.

“Fees” means each of the Subscription Fees, and any other fees specified in the Order.

“Multi-User License” means a license that permits access to and use of the Subscription Services by multiple Authorized Users, provided that the total number of users accessing the Subscription Services simultaneously does not exceed the number of concurrent licenses purchased by the Customer. The Software may be installed or made available to multiple Authorized Users; however, only the licensed number of users may actively use or access the Software at any one time. When the maximum number of concurrent users is reached, additional users must wait until an active session is terminated before gaining access.

“Order” means the order of the Services Customer places at the Revalize’s online store for purchase of the Services to be provided by Revalize to the Customer.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’), where such data subject is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person and any other data which any Applicable Law identify as being personal data.

“Revalize IP” means the Subscription Services, 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 monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

“Service(s)” means any products, subscriptions, and/or services, that Customer orders via an Order referencing these Terms, including, as applicable, the API, Software, Documentation but specifically excludes Third-Party Services.

“Single-User License” means a license that permits access to and use of the Software by one (1) Authorized User. Each Single-User License is assigned to a specific Authorized User and may not be shared, transferred, or used concurrently by any other person. You may reassign a Single-User License to a new Authorized User only upon the permanent discontinuation of access by the previous Authorized User and with prior written notice to Revalize.

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

“Subscription Services” means the SaaS or subscription services provided by Revalize to Customer under these Terms via the website specified in the Order or any other website notified to Customer by Revalize from time to time.

“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 Customer’s account by Customer or at Customer’s direction.