



MASTER SERVICES AGREEMENT

Last Updated: April 14, 2026

This 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 Revalize entity listed in the specific Order Form (“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: If the Customer’s license is for Subscription Services, the following terms and conditions (which are hereby incorporated by reference) shall apply: [subscription-services-v1011516.pdf](#).

License Services: If the Customer’s Order Form is for License Services the following terms and conditions (which are hereby incorporated by reference) shall apply: [license-services-terms-v1011516.pdf](#).

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-v1011516.pdf](#). 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: <https://revalizesoftware.com/legal/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, including any related administrative, services and/or processing 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. All use of such Third-Party Software is expressly limited to use in conjunction with the designated Services (may not be used independent of the designated Services).

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.

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 Section 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 only use the 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 at <https://revalizesoftware.com/Legal/Customer-Data-Processing-Agreement-US.pdf>. The DPA is hereby incorporated into this Agreement by reference and governs the Parties' respective rights and obligations relating to Personal Data 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.

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



7.2 Customer IP. Revalize acknowledges that, as between Revalize and Customer, Customer owns all rights, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, Customer Marks and Customer's Confidential Information.

7.3 Feedback. If Customer or any of its Authorized Users, employees, Contractors or agents provide 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, on an 'as is' basis. Revalize may use such Feedback without restriction, attribution or compensation, and has no obligation to implement any Feedback.

7.5 Customer Marks and Data. Solely to the extent necessary to provide, support and deliver Services to Customer, Customer hereby grants to Revalize a non-exclusive, limited, revocable, worldwide, non-transferable, royalty-free license to use, reproduce and display Customer's name, logo and trademarks (collectively, the "Customer Marks") and 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.

8. WARRANTY; DISCLAIMER.

8.1 General 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. Customer represents and warrants 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.

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; (D) Customer Data; and (E) Customer's configuration, implementation, or deployment of the Services in a manner inconsistent with



Revalize's Documentation or written instructions, where the alleged infringement would not have occurred but for such inconsistent use.

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. 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. 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) 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 an express 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 with the laws specified below, without regard to conflict or law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the Parties.

- i. Europe (excluding the United Kingdom). If the Customer is domiciled in any country in Europe other than the United Kingdom, this Agreement shall be governed by the laws of Germany, and the courts of Germany shall have exclusive jurisdiction.
- ii. United Kingdom. If Customer is domiciled in the United Kingdom, this Agreement shall be governed by the laws of England and Wales, and the courts of England will have exclusive jurisdiction.
- iii. North or South America or all other jurisdictions. If the Customer is domiciled in North or South America, or in any jurisdiction not expressly set forth above, the laws of the State of Delaware, USA shall apply and the state and federal courts located in Delaware shall have exclusive jurisdiction.

12.9. Attorney Fees and Claim Limitations. In 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.

12.10 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.

12.11. 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.

12.12. 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.

12.13. 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. Customer also agrees to reasonably cooperate with Revalize, upon Revalize's request, to develop a Customer case study regarding Customer's use of the Services. Any case study will be subject to Customer's prior written approval (not unreasonably withhold or delayed). Once approved, Revalize may publicly use the case study for marketing and promotional purposes.

12.14. 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.

12.15. 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.



Annex A- Country Specific Terms

Local Law requirements: Germany

With respect to the customers domiciled in Germany, the following provisions shall be applicable:

1. Section 8. Warranty will be replaced by the following in its entirety:

(a) Revalize's Obligation.

(i) Licensed Software. The Revalize warrants in the case of a perpetual license (purchase), that the Licensed Software has the characteristics described its specifications within the warranty period of one (1) year from the date of initial deployment;

(ii) Subscription Services

Revalize warrants that the characteristics of the Subscription Services described in the product specifications will be maintained during the Subscription Term.

Revalize will remedy material defects or errors within a reasonable period of time. Revalize may fulfil its obligation to remedy defects or errors by providing Updates to the Customer.

(b) Customer's Obligation.

Customer is obliged to notify the Revalize of any defects in the Licensed Software or errors in the Subscription Services immediately after their discovery, stating the time of occurrence of the defects or errors and the more detailed circumstances.

(c) Additional Obligations

The Revalize does not owe any quality of the Licensed Software or the Subscription Services beyond the characteristics described in the Documentation. In particular, the Customer may not derive such an obligation from other representations of the Licensed Software or the Subscription Services in public statements or in the advertising of the Revalize and/or the Manufacturer or Licensor, as well as their employees or sales partners, unless the Revalize has expressly confirmed the further quality in writing.

2. Section 10 Limitation of Liability will be replaced by the following in its entirety:

(a) Revalize and its Affiliates shall be liable without limitation

- (i) for intent or gross negligence,
- (ii) for damages resulting from injury to life, body or health
- (iii) in accordance with the provisions of the German Product Liability Act (ProdHaftG)
- (iv) to the extent of a guarantee assumed by Revalize.
- (v) in the event of fraudulent concealment of a defect.

(b) In the event of a slightly negligent (leichte Fahrlässigkeit) breach of an obligation which is essential for achieving the purpose of the contract and on the fulfilment of which the customer may regularly rely (cardinal obligation), the liability of Revalize and Affiliates shall be limited to the amount of the foreseeable and typical damage. A breach of a cardinal obligation within the meaning of this section 10 b) shall be deemed to exist in the event of a breach of an obligation, the fulfilment of which is essential for the proper performance of the contract or the breach of which jeopardises the achievement of the purpose of the contract and on the observance of which the customer may regularly rely.

(c) Revalize and its Affiliates shall only be liable for the loss of data up to the amount of the typical recovery costs that would have been incurred if the Customer had properly and regularly backed up the data.

(d) Revalize and its Affiliates shall have no further liability. In particular, Revalize shall not be liable for initial defects in a temporary Licensed Software or a Subscription Service, unless 10 a) (i) or (ii) applies.

(e) The above limitation of liability shall also apply to the personal liability of Revalize's employees, workers, staff, representatives and executives as well as to Revalize's agents.

Local Law Requirements: United Kingdom

With respect to the customers domiciled in United Kingdom, the following provisions shall be applicable:



1. Section 8 Warranty will be revised to include the following provisions:

Professional Services. Revalize warrants to Customer that the Professional Services will be performed in a reliable and professional manner by personnel with appropriate skills, qualifications and experience and in accordance with applicable law and regulations (save for cybersecurity law and regulations including but not limited to the Network and Information Systems Regulations 2018 (SI 506/2018)).

2. Section 9 Indemnification will be revised to include the following provisions:

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 claim, suit, action, or proceeding by a third party that Customer's use of the Licensed Software or Subscription Services in accordance with this Agreement, infringes or misappropriates such third party's copyright, patent or trade secret rights in the United Kingdom, on the conditions that Customer promptly notifies Revalize in writing of the claim, cooperates with Revalize, and allows Revalize sole authority to control the defense and settlement of such claim. Nothing in this clause 11 shall restrict or limit the Customer's general obligation at law to mitigate any loss it suffers or incurs as a result of an event that might give rise to a claim under this indemnity.

3. Section 10 Limitation of liability will be revised to include the following provisions

(a) Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law: (i) the Customer shall be solely responsible, as against Revalize, for any opinions, recommendations, forecasts or other conclusions made or actions taken by the Customer, any client of the Customer or any other third party based (wholly or in part) on the results obtained from the use of the Services by the Customer; (ii) Revalize shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Revalize by the Customer in connection with the Services; and (iii) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this agreement.

(b) Neither party excludes or limits liability to the other party for:

- (i) fraud or fraudulent misrepresentation;
- (ii) death or personal injury caused by negligence;
- (iii) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (iv) any matter for which it would be unlawful for the parties to exclude liability.

(c) Subject to clause 10(b), Revalize shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (i) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (ii) any loss or corruption (whether direct or indirect) of data or information;
- (iii) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (iv) any loss or liability (whether direct or indirect) under or in relation to any other contract.

(d) Clause 10(c) shall not prevent claims, which fall within the scope of clause 10(e), or tangible property or physical damage.

(e) Subject to clause 10(b), Revalize's total aggregate liability in contract (including in respect of the indemnity not defined under Section 9), tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose or, if the claim arose during any period before 12 months had elapsed from the Effective Date, during that shorter period.

(f) The parties acknowledge and agree that any dates quoted for delivery of Services are approximate only, and that the time of delivery is not of the essence. Revalize shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause within the scope of obligations of Force Majeure or the Customer's failure to provide Revalize with adequate delivery instructions.