REVALIZE TRADEMARK AND LOGO USE TERMS

Last updated: 11/11/26

These Revalize Trademark and Logo Use Terms ("Terms") apply to any use of the Revalize Marks that Revalize has provided to Customer.

1. Definitions

"Revalize" means Revalize, Inc. and its Affiliates that own the relevant Revalize Mark(s) provided to Customer (each, a "Mark Owner").

"Affiliate" means any person or entity that controls, is controlled by, or is under common control with Revalize, Inc., where "control" means beneficial ownership of greater than fifty percent (50%) of the entity's then-outstanding voting securities or ownership interests.

"Customer" means the entity that requested or received the Revalize Marks.

"Revalize Marks" means the names, logos, and other trademarks or service marks of Revalize or its Affiliates that Revalize provides or authorizes Customer to use.

"Brand Guidelines" means the trademark and brand usage guidelines and instructions that Revalize provides or makes available to Customer, as updated from time to time.

"Permitted Purpose" means identifying Customer as a user of Revalize's software or services and promoting Customer's use of them.

"Marketing Materials" means any material in any medium that displays a Revalize Mark, including websites, emails, advertisements, social media posts, presentations, and trade show materials.

2. Limited License

Subject to these Terms, Revalize grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to display the Revalize Marks, in the form provided by Revalize, in Marketing Materials solely for the Permitted Purpose. Customer is responsible for any use of the Revalize Marks by anyone acting on its behalf or who obtains them through Customer, as if the use were Customer's own. This license covers the Revalize Marks only and grants no right in any Revalize software, services, documentation, or other intellectual property, and Revalize reserves all rights not expressly granted.

3. Brand Standards

Customer will use the Revalize Marks only in accordance with these Terms, the Brand Guidelines, and any other Revalize standards or instructions, and will promptly respond to Revalize's requests, including requests for samples of Customer's use. Customer will not alter, distort, recolor, animate, abbreviate, or translate a Revalize Mark, or combine it with any other name, logo, or mark. Customer will not use a Revalize Mark as or within its own company, product, or service name, trademark, domain name, social media handle, or hashtag, or in any way likely to cause confusion with Revalize. Customer will include any trademark notice or attribution that Revalize specifies.

4. Prohibited Uses

Customer will not use, or permit use of, a Revalize Mark: (a) in or alongside content that is unlawful, false, misleading, defamatory, disparaging, obscene, sexually explicit, violent, harassing, hateful, discriminatory, or otherwise offensive, or that infringes or misappropriates any third party's rights; (b) in connection with political or religious advocacy; (c) in a way that states or implies that Revalize endorses, sponsors, or is affiliated with Customer or its products or content, beyond the fact that

Customer uses Revalize's software or services; (d) in a way that harms the reputation or goodwill of Revalize or any Revalize Mark; (e) to make any statement about Revalize's software or services that Revalize has not approved or that is inaccurate; or (f) in violation of applicable law, the Brand Guidelines, or any other provision of these Terms. Customer will not apply to register or register any trademark, domain name, or social media account that contains a Revalize Mark or a confusingly similar designation.

5. Ownership and Goodwill

Each Mark Owner owns all rights in its Revalize Marks and the associated goodwill. All goodwill from Customer's use benefits the applicable Mark Owner, and each Mark Owner may enforce these Terms directly as to its own Revalize Marks. Customer will not challenge the validity or ownership of any Revalize Mark and will promptly notify Revalize of any suspected misuse or infringement of which it becomes aware.

6. Revocation and Termination

Revalize may revoke, suspend, or limit this license, in whole or in part, at any time and for any reason by written notice (email is sufficient). This license terminates automatically, without notice, upon the earliest of (a) termination or expiration of Customer's agreement or order for Revalize's software or services, (b) Customer's breach of these Terms, and (c) Revalize's revocation. Upon revocation, suspension, or termination, Customer will promptly, and in any event within ten (10) days (or twenty-four (24) hours if Revalize states the use is unlawful, infringing, or harmful to its reputation), stop using the affected Revalize Marks, remove them from all Marketing Materials within Customer's control (including those prepared or published on its behalf), and on request confirm in writing that it has done so. Revocation or termination does not relieve Customer of liability for earlier use. Sections 4, 5, 7, 8, and 9 and Customer's obligations under this Section 6 survive.

7. Disclaimer and Limitation of Liability

THE REVALIZE MARKS ARE PROVIDED "AS IS," AND REVALIZE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THEM, INCLUDING TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, REVALIZE AND ITS AFFILIATES WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR THE REVALIZE MARKS, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, OR LOSS OF GOODWILL, UNDER ANY THEORY OF LIABILITY AND EVEN IF ADVISED OF THEIR POSSIBILITY. IF LIABILITY CANNOT BE EXCLUDED, REVALIZE'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY WILL NOT EXCEED US$100, AND CUSTOMER'S SOLE REMEDY IS TO STOP USING THE REVALIZE MARKS. THIS SECTION 7 APPLIES REGARDLESS OF ANY OTHER AGREEMENT BETWEEN THE PARTIES AND DOES NOT LIMIT LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

8. Indemnification

Customer will indemnify, defend, and hold harmless Revalize, its Affiliates, and their officers, directors, employees, and agents from all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from (a) the use of a Revalize Mark by Customer or anyone acting on its behalf or through Customer, (b) any Marketing Materials, or (c) any content published alongside a Revalize Mark, except to the extent a claim alleges that a Revalize Mark, as provided by Revalize and used in compliance with these Terms, infringes a third party's trademark

rights. Revalize will promptly notify Customer of any claim. Customer will not settle a claim in a way that admits fault by, or restricts the rights of, Revalize without Revalize's written consent.

9. General

Equitable relief. Unauthorized use of a Revalize Mark may cause Revalize irreparable harm, and Revalize may seek injunctive relief without posting bond, in addition to any other remedy available to it, in any court of competent jurisdiction, notwithstanding the governing law and forum provisions below.

Changes. Revalize may update these Terms or the Brand Guidelines by notice to Customer. Continued use of a Revalize Mark after notice constitutes acceptance of the updated Terms or Brande Guidelines. Customer will bring existing Marketing Materials into compliance within thirty (30) days.

Other agreements. These Terms govern Customer's use of the Revalize Marks and are separate from, and do not amend, any other agreement or order between the parties. No right to use a Revalize Mark arises from any other agreement or course of dealing. In the event of a conflict regarding use of the Revalize Marks, these Terms control.

Assignment. Customer may not assign these Terms or the license without Revalize's written consent. Revalize and each Mark Owner may assign these Terms to an Affiliate or successor.

Governing law. These Terms are governed by the laws specified below, without regard to conflict of laws principles.

(a) *Europe (excluding the United Kingdom):* If Customer is domiciled in any country in Europe other than the United Kingdom, the laws of Germany apply, and the courts of Germany have exclusive jurisdiction.

(b) *United Kingdom:* If Customer is domiciled in the United Kingdom, the laws of England and Wales apply, and the courts of England have exclusive jurisdiction.

(c) *North or South America or Other Jurisdictions:* If Customer is domiciled in North or South America, or in any jurisdiction not set forth above, the laws of the State of Delaware, USA apply and the state and federal courts located in Delaware have exclusive jurisdiction.

Acceptance. Customer accepts these Terms by opening, saving, or using any Revalize Mark received from Revalize and represents that the person doing so has authority to bind Customer. If Customer does not accept these Terms, it must not use the Revalize Marks and must delete all copies.

Contact. Customer will send all notices and requests under these Terms to legal@revalizesoftware.com. Revalize may send notices to Customer at the physical address or email address associated with Customer's account, and notices sent by email are effective when sent.