

REVELLIGENCE, INC.
TERMS AND CONDITIONS

These Revtelligence, Inc. (“**Revtelligence**”) Terms and Conditions (these “**Terms**”) apply to and govern orders completed on an Order Form or other agreement referencing these Terms (an “**Order Form**”) on or after January 14, 2022. Any changes to these Terms and Conditions must be agreed upon in writing and signed by both Revtelligence, Inc., a Colorado corporation (“**Revtelligence**”) and the customer specified on the Order Form (the “**Customer**”). Defined terms used herein and not otherwise defined shall have the meanings set forth in the applicable Order Form. Together, the Order Form and these Terms is the “**Agreement**”.

1. **Services.** Revtelligence shall provide Services described in the Order Form. Each Order Form will (i) be signed by the parties; (ii) incorporate by reference these Terms; and (iii) include a detailed description of the Services to be provided.

2. Term and Termination

(a) **Term; Survival.** The term of this Agreement begins on the Start Date and will remain in effect until terminated as provided below (the “**Term**”). Any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of the Agreement, will survive any such termination or expiration, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 4 (Confidentiality) hereof will survive such termination or expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Customer, and (ii) with respect to Confidential Information other than trade secrets, the rights and obligations set forth in Section 4 (Confidentiality) hereof will survive such termination or expiration for 5 years. Termination of the Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed as of the effective date of termination. Upon termination by Customer, Customer shall forfeit any prepaid amounts and must immediately pay for all Services performed through the effective date of termination.

(b) **Termination for Breach.** Either party may notify the other in writing in case of the other’s alleged breach of a material provision of the Agreement. The recipient shall have 30 days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the Agreement, which notice shall take effect upon receipt, completion, and payment for the Services provided through the termination date. Notwithstanding the foregoing, Revtelligence may suspend its Services or terminate this Agreement if Customer fails to make any payment in accordance with the Agreement, and if such non-conformance is not cured within 5 days following receipt of notice from Revtelligence. Such suspension of Services shall not constitute a breach of this Agreement.

(c) **Renewal.** Application Managed Services provided under any Order Form shall renew automatically for succeeding terms of 3 months (each, a “**Renewal Term**”) each unless either party gives written notice to the other at least 30 days prior to the

expiration of the Term or a Renewal Term of such party’s intention not to renew. Customer will be notified of any price increases at least 45 days prior to the beginning of a Renewal Term.

3. Intellectual Property

(a) **Ownership.** Other than the Revtelligence Materials (defined below), Customer shall own all intellectual property rights associated with works of authorship or other products developed or created and delivered by Revtelligence to Customer in the course of performing Services (the “**Work Product**”), as well as Customer’s derivative works thereof, subject to Customer’s payment in full under this Agreement and subject to Revtelligence’s rights in the underlying intellectual property embodied therein or used by Revtelligence to perform the Services. Revtelligence is not being engaged to perform any investigation of third party intellectual property rights including any searches of patents, copyrights, or trademarks related to the Work Product.

(b) **Revtelligence Materials Exclusion.** “**Revtelligence Materials**” means business process and training documentation provided by Revtelligence to Customer, as well as any: (i) materials developed by Revtelligence prior to the Start Date; (ii) materials developed by Revtelligence other than in performance of this Agreement; (iii) materials that are generally applicable to Revtelligence’s products and Services and are not unique to the business of Customer or the Order Form; or (iv) any improvements Revtelligence may make to its own proprietary materials or any of its internal processes as a result of any Order Form, provided that such improvements or use thereof do not infringe on Customer’s proprietary rights. Revtelligence Materials may be included in, or necessary for Customer to use, the Work Product but are excluded from Customer’s ownership rights set forth in Section 3(a). Customer agrees that Revtelligence Materials are the sole property of Revtelligence. Revtelligence hereby grants to Customer a worldwide, perpetual, royalty-free license to use Revtelligence Materials solely as necessary for use as part of the Work Product. No other grants of licenses or rights to Customer will be implied from the provisions stated in this Agreement. Customer shall not remove, and will reproduce, Revtelligence’s intellectual property notices contained in the Revtelligence Materials. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any portions of the Revtelligence Materials delivered in object code form.

(c) **Third Party Materials Exclusion.** Materials that are not owned or created by Revtelligence (“**Third Party Materials**”),

may be included in, or necessary for Customer to use, the Work Product but are excluded from Customer's ownership rights set forth in Section 3(a). To the extent a license is required to utilize Third Party Materials, Customer will be solely responsible for obtaining necessary licenses to Third Party Materials. Third Party Materials may include documentation and instructional guidance provided by third party application providers to Revtelligence that Revtelligence has the right to share with Customer.

(d) **Reservation of Rights.** Revtelligence reserves all rights not expressly granted to Customer in this Agreement. Except as expressly stated, nothing herein shall be construed to (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in Services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying, or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder.

(e) **Customer's Underlying Rights.** Customer represents and warrants to Revtelligence that (1) Customer owns or controls all rights in and to all Customer information and materials provided by or on behalf of Customer to Revtelligence under this Agreement, including without limitation, all rights to exploit all such Customer information and materials worldwide in all media and languages in perpetuity without encumbrance or restriction, and (2) Customer grants to Revtelligence a nonexclusive, nontransferable, worldwide paid-up license to make, use, modify, reproduce, and prepare derivative works of Customer information and materials, solely for the purpose of performing Services, with no right to grant sublicenses.

(f) **Feedback License.** The parties agree that any feedback or suggestions ("**Feedback**") (if any) given hereunder is voluntary. Each party is free to use, disclose, reproduce, license or otherwise distribute the Feedback relating to its own products and services, without any obligations or restrictions of any kind, including intellectual property rights.

4. Confidentiality

(a) **Confidential Information.** "**Confidential Information**" means the terms of this Agreement (including the terms of an Order Form) and all confidential and proprietary information of Revtelligence or Customer, including without limitation, all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, materials disclosed by either party to the other in the course of performing Services, technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services, and projects for other companies that may be occurring concurrently in Revtelligence's offices while Revtelligence is performing the Services), or information which is of a nature that a reasonable person would recognize it as confidential. Confidential Information does not include information that is (1) rightfully in the receiving party's

possession without obligation of confidentiality prior to receipt from the disclosing party; (2) a matter of public knowledge through no fault of the receiving party; (3) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (4) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice so that the disclosing party will have an opportunity to defend, limit or protect against such disclosure. Upon written request by the disclosing party, the receiving party shall: (A) cease using the Confidential Information, (B) return or destroy the Confidential Information and all copies, notes or extracts thereof to the disclosing party within 10 business days of receipt of request, and (C) upon request of the disclosing party, confirm in writing that the receiving party has complied fully with these obligations.

(b) **Publicity.** Customer agrees to cooperate with Revtelligence in marketing efforts by permitting Revtelligence to post Customer's name and logo on the customer page of Revtelligence's website and other published Revtelligence client lists. Revtelligence will remove references to Customer upon request from Customer.

5. **Payment Terms.** Unless otherwise agreed upon in the applicable Order Form, Revtelligence shall submit invoices for fees and reimbursable costs and expenses. Customer will also pay all related taxes and withholdings, except for those based on Revtelligence's net income. All amounts are in US dollars, unless otherwise stated on the invoice, and are due in full 30 days after the date of Revtelligence's invoice, with interest accruing thereafter at the lesser of 3% per month or the highest lawful rate. Revtelligence may invoice Customer prior to receiving a purchase order number from Customer. If all or a portion of any invoice is determined to be incorrect, the Parties will promptly investigate and correct or confirm the dispute. Revtelligence is not obligated to perform its Services unless Customer is current in payment of all fees and charges set forth in the Order Form. All fees paid in advance by Customer are non-refundable.

6. Representations and Warranties

(a) Each party represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization and has full power and authority to perform all of its obligations under the Agreement; and (ii) the person executing the Order Form on its behalf is duly authorized and empowered to bind the party to the Agreement.

(b) Customer further represents and warrants that: (i) it has obtained all necessary rights, licenses, and consents required by Revtelligence to access any applications or underlying systems or services in order to perform the Services; (ii) it has provided the required notices and obtained all necessary rights and consents to provide to Revtelligence, or to permit Revtelligence to collect on Customer's behalf, PII (as defined below) as required in order to perform the Services; and (iii) the transfer to, collection of, and use by Revtelligence of PII in accordance with the Agreement does not violate any applicable laws or any third party rights.

7. **Warranty.** Revtelligence shall perform Services in a professional and workmanlike manner in accordance with generally accepted industry standards. Except as otherwise provided in this Agreement, Revtelligence (including its suppliers, subcontractors, employees and agents) provides Services "as is" and makes no other express or implied warranties, written or oral, and all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.

8. **Indemnification.** Revtelligence shall (a) defend Customer against any third party claim that the Services and Work Product (excluding any Revtelligence Materials and/or Third Party Materials) infringe a trade secret, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (b) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement signed by Revtelligence. Customer shall (1) defend Revtelligence against any third party claim that the materials provided by Customer or its agents for use by Revtelligence infringe a trade secret, or a copyright enforceable in a country that is a signatory to the Berne Convention and (2) pay the resulting costs and damages finally awarded against Revtelligence by a court of competent jurisdiction or the amounts stated in a written settlement signed by Customer. The foregoing obligations are subject to the following: the indemnitee (i) notifies the indemnitor promptly in writing of such claim, (ii) grants the indemnitor sole control over the defense and settlement thereof, (iii) reasonably cooperates in response to an indemnitor request for assistance, and (iv) is not in material breach of this Agreement. Should such a claim be made, or in the indemnitor's opinion be likely to be made, the indemnitor may, at its option and expense, (A) procure for the indemnitee the right to make continued use thereof, (B) replace or modify such so that it becomes non-infringing, (C) request return of the subject material, or (D) discontinue the Services and refund the portion of any pre-paid Services fee that corresponds to the period of Services discontinuation. **This section states the indemnitee's sole and exclusive remedy and the indemnitor's entire liability for third party infringement claims.**

9. **Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO**

ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THE AGREEMENT. REVTELLIGENCE'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY CUSTOMER TO REVTELLIGENCE UNDER THE ORDER FORM GIVING RISE TO THE LIABILITY. THIS SECTION 9 APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

10. **Notices.** Any notices permitted or required under this Agreement must be in writing and shall be deemed given when delivered (a) in person; (b) by overnight courier, upon written confirmation of receipt; (c) by certified or registered mail, with proof of delivery; or (d) by email, with confirmation of receipt. Notices shall be sent to the address or email address set forth on the signature page to the Order Form or at such other address or email address as provided to the other party in writing.

11. **Independent Contractors.** The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Revtelligence shall determine, and shall be solely responsible for, the method, details, and means of performing its Services. Revtelligence may select one or more of its subcontractors to assist Revtelligence in the performance of its Services ("**Subcontractors**") and agrees to (a) impose written obligations consistent with the terms of this Agreement on Subcontractors, and (b) require that Subcontractors comply with the terms of this Agreement. Revtelligence has the sole and exclusive right to supervise and control Subcontractors.

12. **Data Security, Protection and Privacy.** In performance of this Agreement, Revtelligence may have access to, and may process, personally identifiable information ("**PII**") provided by Customer, including information concerning end users, customers, employees, or other representatives of Customer. Revtelligence represents and warrants the following: (i) Revtelligence shall only use PII for the contracted purpose; (ii) Revtelligence shall not sell PII or any data of Customers provided hereunder; (iii) Revtelligence shall not retain or disclose PII outside of the business relationship contemplated hereunder; (iv) no consideration was received for the exchange of PII from Customer to Revtelligence; and (v) Revtelligence is in compliance with, and shall remain in compliance during the Term, all applicable privacy laws and regulations. Upon termination of this Agreement, Revtelligence shall, at Customer's option, (a) comply with any other agreement made between the parties concerning the return or destruction of PII,

or (b) return to Customer all PII processed by it, or (c) on receipt of instructions from Customer, destroy all such PII unless prohibited from doing so by any applicable law. Revtelligence shall maintain adequate data security measures, consistent with industry standards, to protect all Confidential Information (which includes PII) collected, processed, transmitted or stored by Revtelligence from unauthorized disclosure or acquisition by an unauthorized person.

13. **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado. Customer hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts for the county in which Revtelligence's principal place of business is located for any action arising from or related to this Agreement

14. **Insurance.** During the Term and any Renewal Term of this Agreement, Revtelligence will maintain in force, with a reputable insurance company, (a) worker's compensation insurance in the amount required by statute; (b) comprehensive general liability, with coverage of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury and property damage; and (c) cyber liability, with a limit of \$1,000,000 in the aggregate. Upon Customer's request, Revtelligence shall provide Customer with certificates or other acceptable evidence of insurance evidencing the above coverage.

15. **Miscellaneous.** This Agreement (a) constitutes the entire understanding between the parties with respect to the subject matter of the applicable Order Form and these Terms and supersedes all other agreements, whether written or oral,

between the parties, and (b) other than amendments, modifications, or supplements to the description of Services in the applicable Order Form may be modified only by a writing signed by both parties. In the event of a conflict between the provisions of these Terms and the specific provisions set forth in an Order Form, the provisions of these Terms shall control unless the provisions of the Order Form specifically reference the provisions of these Terms that are inconsistent therewith, in which case the Order Form shall control for that engagement only. Except for the payment of fees, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. Revtelligence shall not be liable under this Agreement because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, documentation, networks, files, software, and Customer personnel that are reasonably necessary for Revtelligence to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity. Nothing herein shall limit Revtelligence's right to assign its right to receive and collect payments hereunder. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.