SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (THE "AGREEMENT") CONSTITUTES A LEGAL CONTRACT BETWEEN YOU, THE REPRESENTATIVE WHO IS AUTHORIZED TO LEGALLY BIND A SINGLE COMPANY, ORGANIZATION, OR ENTITY ("SUBSCRIBING ORGANIZATION") AND AUTHORIZE DESIGNATED USERS (DEFINED, BELOW AND, COLLECTIVELY, THE "CUSTOMER") AND REVVER, INC., ("REVVER") REGARDING THE USE OF THE REVVER MATERIALS (DEFINED, BELOW).

PLEASE READ CAREFULLY THE FOLLOWING TERMS. BY REGISTERING FOR AND/OR ACCESSING, DOWNLOADING, INSTALLING OR USING ANY OF THE REVVER MATERIALS OR BY CLICKING "I AGREE," OR OTHERWISE AFFIRMATIVELY MANIFESTING CUSTOMER'S INTENT TO BE BOUND BY THIS AGREEMENT, CUSTOMER SIGNIFIES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE FOLLOWING TERMS AND, IF APPLICABLE, THE ORDER (DEFINED, BELOW) THAT HAS BEEN ISSUED BY REVVER TO CUSTOMER AND ANY ADDITIONAL GUIDELINES AND ANY FUTURE MODIFICATIONS AND TO THE COLLECTION AND USE OF CUSTOMER DATA AS SET FORTH HEREIN. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER AND ITS USERS: (I) ARE AUTHORIZED AND HAVE THE AUTHORITY TO BIND THE SUBSCRIBING ORGANIZATION TO THE TERMS OF THIS AGREEMENT; (II) UNDERSTAND THE TERMS OF THIS AGREEMENT; AND (III) AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE SUBSCRIBING ORGANIZATION. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE ANY REVVER MATERIALS.

1. **Definitions.** Capitalized terms shall have the meanings set forth or referred to in this Section.

   1.1 "REVVER Materials" means the Software and REVVER Systems and any and all other information, data, documents, materials, works, and other content that are provided or used by REVVER in connection with the Services or otherwise comprise or relate to the Services or REVVER Systems, including any Third Party Materials contained therein, but excluding any Open-Source Components. For the avoidance of doubt, REVVER Materials include all modifications and derivative works of the REVVER Materials and to anything developed or delivered by or on behalf of REVVER under this Agreement.

   1.2 "REVVER Systems" means the information technology infrastructure used by or on behalf of REVVER in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by REVVER or through the use of third party services.

   1.3 "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets and know how, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

   1.4 "Order" means the form issued by REVVER that specifies the SaaS Service ordered by Customer, the associated and pricing and applicable Subscription Term.

   1.5 "Services" means the SaaS Services and all other services provided by REVVER to Customer under this Agreement.

   1.6 "Software" means the REVVER software application(s) and any third party or other software, and all new versions, updates, revisions, improvements, and modifications of the foregoing, that REVVER provides remote access to and use of as part of the Services but, in any event, excluding any software components included with or embedded in the Software that are subject to an open-source copyright license agreement that conforms to a standard definition set by the Open Source Initiative ("Open-Source Components").

   1.7 "Subscription" means the specific SaaS Services identified in a Customer Order.

   1.8 "Subscription Term" has the meaning set forth in Section 8.1.

1.9   "Third Party Materials" means materials and information, in any form or medium, including any other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to REVVER.

2.   Provision of Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, during the Subscription Term, REVVER will provide to Customer the services described in the Order (the "SaaS Services"). REVVER reserves the right, in its sole discretion, to make any changes to the Services, REVVER Materials and REVVER Systems during the Subscription Term that it deems necessary or desirable. As between the Parties, REVVER has and will retain sole control, at all times, over the operation, provision, maintenance, and management of the Services and REVVER Materials, including the REVVER Systems and selection, deployment, modification, and replacement of the Software.

3.   Access and Use of SaaS Services; Restrictions.

3.1   Access and Use. During the Subscription Term, and subject to and conditioned upon Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Customer may access and use the SaaS Services solely for purposes of Customer's internal operations. Customer shall ensure its authorized employees' ("Users") compliance with the terms and conditions of this Agreement that apply to Customer, and Customer shall be responsible and liable for any User's non-compliance with the terms and conditions of this Agreement that apply to Customer. The foregoing authorizations granted to Customer are non-exclusive and non-transferable.

3.2   Limitations and Restrictions. Customer shall not, and shall not permit any User or other third party to, access or use the Services or REVVER Materials except as expressly permitted by this Agreement. Without limiting the foregoing, Customer shall not: (a) copy, modify, or create derivative works or improvements of the Services or REVVER Materials; (b) rent, lease, sell, sublicense, assign, distribute, or transfer any Services or REVVER Materials, including in connection with any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) otherwise make available any Services or REVVER Materials to any User or other third party; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the REVVER Materials, in whole or in part; (e) bypass or breach any security device or protection used by the Services or REVVER Materials or access or use the Services or REVVER Materials other than through the use of then valid user name, identification number, password, security key or token, PIN, or other security code used, alone or in combination, to verify an individual's identity and authorization to access and use the SaaS Services ("Access Credentials"); (f) input, upload, transmit, or otherwise provide to or through the Services or REVVER Systems any information or materials that (i) contain, transmit or activate any technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner the Services or the security, integrity, confidentiality or use of the Services ("Harmful Code"), or (ii) are unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable, or (iii) infringe upon or violate the Intellectual Property Rights of any third party; (g) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, REVVER Systems, or REVVER's provision of services to any third party, in whole or in part; (h) remove, delete, alter, or obscure any copyright, trademark, patent, or other Intellectual Property Rights notices from any Services or REVVER Materials; (i) access or use the Services or REVVER Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable federal, state or local law, ordinance, regulation, rule, code, or other requirement of any agency or political subdivision thereof (collectively, "Law"); or (j) otherwise access or use the Services or REVVER Materials beyond the scope of the rights granted under Section 3.1.

4.   Customer Obligations.

4.1   Customer Systems and Cooperation. Customer shall at all times during the Term (a) set up, maintain, and operate in good repair all Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, ("Customer Systems") on or through which the Services are accessed or used, and (b) provide all cooperation and assistance as REVVER may reasonably request to enable REVVER to exercise its rights and perform its obligations under and in connection with this Agreement. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.2, Customer shall, and shall cause its Users to, immediately notify REVVER of

any such actual or threatened activity, and take all reasonable and lawful measures within its respective control that are necessary to stop the activity or threatened activity and to mitigate its effects.

4.2   Customer Control and Responsibility. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and has and will retain sole responsibility for: (a) all Customer data, including its use, accuracy, quality, and reliability; (b) all information, instructions, and materials provided by or on behalf of Customer including, without limitation, any application program interfaces and any related specifications and/or documentation in connection with the Services; (c) the Customer Systems; (d) the security and use of Customer's Access Credentials; and (e) all access to and use of the Services and REVVER Materials directly or indirectly by or through the Customer Systems or Customer's Access Credentials. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services.

4.3   Customer Data. Customer represents, warrants, and covenants to REVVER that Customer owns or otherwise has the necessary rights and consents in and relating to all Customer information and materials (collectively, "Customer Data") and such Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or any privacy or other rights of any third party or violate any applicable Law. REVVER will use commercially reasonable efforts to maintain the integrity of the Customer Data as further set forth in Section 4.4, but Customer acknowledges that the Services are not designed for processing any data, or other content associated with health, payment card, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data and REVVER has no obligation or liability for any loss, alteration, destruction, corruption or recovery of Customer Data.

4.4   Data Protection and Security. REVVER will use commercially reasonable efforts to establish and maintain administrative, technical, and physical safeguards that are designed to: (i) protect the security and integrity of the REVVER Systems; and (ii) guard against anticipated threats or hazards to the security and integrity of the REVVER Systems. Customer is also responsible for properly configuring and using the Services and taking its own steps to maintain appropriate security, protection, and backup of Customer Data. Customer agrees to comply with all Laws applicable to the gathering, processing, storing, transmitting and dissemination of Customer Data.

5.   Fees and Payment.

5.1   Fees. Customer shall pay REVVER the fees set forth in the applicable Order (the "Fees") in accordance with the terms of this Section 5. All Fees for the Subscription Term are due annually in advance upon receipt of an invoice, unless otherwise stated in the Order. Fees shall be payable in U.S. dollars.

5.2   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 applicable Law or regulatory authority on any amounts payable by Customer hereunder or the provision or receipt of the Services, other than any taxes imposed on REVVER's income.

5.3   Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Customer will be subject to a late fee of $25.00 and interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted by Law. Additionally, in the event the payment method provided by Customer is invalid, Customer will be charged a reprocessing fee of $25.00.

5.4   Delinquent Accounts. Failure to make full payment of the Fees applicable to the Subscription Term will result in the suspension of Customer's account and all access to the SaaS Service and any Customer Data will be denied. REVVER will notify Customer via email if Customer's account is suspended. If Customer fails to make full payment of Fees and any late charges and/or interest within ninety (90) days from the payment due date, all access to the SaaS Services will be denied and all Customer Data will be permanently destroyed. REVVER will have no liability to Customer for such destruction of, or denial of access to, Customer Data.

6.   Intellectual Property Rights; Government Rights In Technical Data and REVVER Materials.

6.1   Services and REVVER Materials. Nothing in this Agreement grants to Customer any right, title, or interest in or to any Intellectual Property Rights in or relating to the Services or REVVER Materials, whether expressly, by implication, estoppel, or otherwise, and all such rights are reserved to REVVER. REVVER is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services and REVVER Materials, including all Intellectual Property Rights therein. Other than the right to receive the Services hereunder, REVVER does not grant to Customer any rights with respect to the Services or REVVER Materials.

6.2   Service Analyses. REVVER may (a) compile statistical and other information related to the performance, operation, and use of the Services, and (b) use data from the REVVER Systems in aggregated form for security and operations management, to create statistical analyses and for research and development purposes (a) and (b) collectively, "Service Analyses").

7.   Confidentiality.

7.1   Confidential Information. In connection with this Agreement either Party (the "Disclosing Party") may disclose or make available Confidential Information (as defined below) to the other Party (the "Receiving Party"). "Confidential Information" means any information or data a reasonable person would conclude is of a confidential nature given the type of information disclosed and/or the facts and circumstances of such disclosure. Without limiting the foregoing, all REVVER Materials are the Confidential Information of REVVER and all Customer Data is the Confidential Information of Customer.

7.2   Obligations. The Receiving Party shall (a) not access or use the Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to the Confidential Information other than to those who (i) need to know such Confidential Information for purposes exercising its rights or performance of its obligations under and in accordance with this Agreement, (ii) have been informed of the confidential nature of the Confidential Information and Receiving Party's obligations under this Section 7, and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7; (c) safeguard the Confidential Information using at least the degree of care it uses to protect its own similar information and in no event less than a reasonable degree of care; and (d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 7.

7.3   Return of Confidential Information.   Upon the expiration or termination of the applicable Subscription Term for any reason, or upon the reasonable request of Disclosing Party, all Confidential Information, together with any copies that may be authorized herein, shall be returned to the Disclosing Party or, if requested by Disclosing Party, destroyed and certified by Receiving Pary, as destroyed.

8.   Term and Termination.

8.1   Subscription Term. The initial term of the Subscription commences as of the date specified in the Order ("Order Date") and, unless otherwise expressly stated in an applicable Order, will continue in effect for a period of one (1) year ("Initial Term").   Thereafter, each Subscription under any Order will renew automatically for successive periods of the same duration as the Initial Term (each a "Renewal Term" and together with the Initial Term, the "Subscription Term"), unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the end of the then-current Subscription Term. Unless otherwise set forth in an Order, pricing during each renewal term of an Order shall be REVVER's then current pricing for the applicable Subscription.

8.2   Service Suspension. REVVER may suspend, terminate, or otherwise deny Customer's and/or any Users' access to or use of all or any part of the Services or REVVER Materials, without incurring any resulting obligation or liability, if: (a) REVVER receives a judicial or other governmental demand or order that expressly or by reasonable implication requires REVVER to do so; or (b) REVVER believes, in its good faith and reasonable discretion, that: (i) Customer or any User has accessed or used the SaaS Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or a User has breached the provisions of Section 3.2 or 4.3; (iii) Customer or a User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; (iv) Customer fails to pay any amount when

due hereunder in accordance with Section 5; or (v) this Agreement expires or is terminated. Any such suspension shall not excuse Customer from the obligation to make payment(s) Fees due REVVER.

8.3   <u>Termination of Agreement.</u> In addition to any other express termination right set forth elsewhere in this Agreement: (a) REVVER may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due in accordance with Section 5 hereunder; or (ii) breaches any of its obligations under Section 3.2 (Limitations and Restrictions); and/or (b) either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.

8.4   <u>Effect of Expiration or Termination.</u> Upon any expiration or termination of this Agreement, all rights granted to Customer hereunder will immediately terminate and REVVER may disable all Customer's and its Users' access to the SaaS Services and REVVER Materials. Termination or expiration shall not relieve Customer of its obligation to pay all charges payable to REVVER hereunder. Upon termination or, subject to Section 5, above, Customer will have no further access to the Customer Data and all such Customer Data will be erased and permanently destroyed pursuant to the terms in section 5. Upon request, customer will have 30 days after termination to access account to download any customer data. Any right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

9. Disclaimer. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES AND REVVER MATERIALS IS AT CUSTOMER'S SOLE RISK. ALL SERVICES AND REVVER MATERIALS ARE PROVIDED "AS IS" AND REVVER AND ITS LICENSORS AND SERVICE REVVERS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER REVVER NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY OF ANY KIND THAT THE SERVICES OR REVVER MATERIALS, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S REQUIREMENTS OR THE REQUIREMENTS OF ANY OTHER PERSON, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, ACCURATE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REVVER OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, DAMAGE OR LOSS OF USE OF DATA, BUSINESS INTERRUPTIONS, AND LOST BUSINESS OPPORTUNITY), REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF REVVER AND ITS LICENSORS AND SERVICE PROVIDERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE (REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE), EXCEED THE TOTAL FEES PAID BY CUSTOMER TO REVVER UNDER THIS AGREEMENT DURING THE PRECEEDING 12 MONTH PERIOD. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11. Miscellaneous.

11.1   <u>Force Majeure.</u> Except for the obligation to make payments when due, in no event will either Party be liable or responsible to the other Party, or be deemed to be in breach of this Agreement, to the extent a failure or delay is caused by any circumstances beyond such Party's reasonable control, including without limitation acts of

God, flood, fire, earthquake or explosion, war, terrorism, riot or other civil unrest, embargoes, strikes, or any action taken by a governmental authority or failure of adequate power or telecommunications.

11.2 <u>Relationship of the Parties.</u> The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

11.3 <u>Equitable Relief.</u> Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 7, Section 3.2 or Section 4.3, would cause REVVER irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, REVVER will be entitled to seek equitable relief without any requirement to post a bond or other security.

11.4 <u>Cumulative Remedies; Amendment; Waiver.</u> Any remedy of REVVER set forth in this Agreement is in addition to any other that may be available to REVVER at Law, in equity, or otherwise. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.5 <u>Assignment.</u> Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of Law, or otherwise, without REVVER's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 11.5 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

11.6 <u>Severability.</u> If any covenant, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, each such covenant, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and each resulting covenant, condition, or provision shall remain in full force and effect.

11.7 <u>Notices.</u> All notices required under this Agreement have binding legal effect only if in writing (email sufficient).

11.8 <u>Governing Law; Jurisdiction and Venue.</u> This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Utah 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 Utah.

11.9 <u>Entire Agreement.</u> This Agreement and any Exhibits hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, or communications, both written and oral, with respect to such subject matter.

11.10 <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.