



## RevTron Master Services Agreement

This Master Services Agreement, effective as of the Order Effective Date from the corresponding Order Form (the “Effective Date”), is entered into by and between **COMPANY** (“Client”) and **RevTron, Inc.** (“RevTron”) (each a “Party” and collectively, the “Parties”). As used herein, this “Agreement” means this Master Services Agreement and all schedules (including Services Schedules), statements of work and exhibits hereto or incorporated herein by reference.

WHEREAS, RevTron offers certain products, and Services (as defined in Section 2) through its proprietary platform (the “Platform”); and

WHEREAS, Client desires to obtain from RevTron, the right for itself, its affiliates, authorized employees, agents and third-party consultants (collectively, “Client Users”), and individuals to whom Client provides services (“End Users”, together with Client Users, “Users”) to access and use the Platform.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and conditions hereof, RevTron and Client agree as follows:

### 1. Limited License.

a. Limited License. Subject to the terms and conditions of this Agreement, RevTron hereby grants to Client and Users a limited, non-exclusive, non-transferable right and license to access and use the Platform during the Term for the purpose of obtaining the Services (as defined in Section 2(a) below) for its internal business purposes.

b. Restrictions. The right and license set forth in Section 1(a) shall be subject to the following restrictions:

i. In no event shall Client distribute, sell, lease, sublicense, encumber or otherwise provide access to the Services or the Platform to any person or entity other than Users as contemplated hereunder, or use the information and data delivered or made available to Client in connection with the Services (the “Output”) other than for the benefit of the Client, in accordance with the terms and conditions hereof.

ii. Without RevTron’s prior written consent, Client may not customize, modify, adapt, enhance, or otherwise alter the Services or the Platform. Client shall not make or permit any alterations to the Services or the Platform, or use the Services or Platform in combination with any other product or service without RevTron’s prior written approval. The foregoing sentence does not serve to restrict Client from integrating the Services or the Platform into Client’s application(s).

iii. Client may not modify, translate, decompile, duplicate, disassemble, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Services, the Platform, or any other RevTron IP (as defined in Section 7(a)) for any purpose, or otherwise attempt to discover the underlying source code of the software contained therein.

c. Updates. RevTron may, in its sole discretion, update, enhance, change or modify (“Update”) the Services or the Platform. Should such Updates result in a significant increase in the costs of the Services or the Platform associated with such Updates, or include the offering of additional services from third party vendors, RevTron may pass such costs on to Client, upon obtaining Client’s written consent, and only to the extent that such additional services are necessary for Client’s continued use of the Services as contemplated hereby. In the event that the Parties are unable to come to mutual agreement on the payment of such increased costs, Client may terminate the related component of the Services without penalty or further payment obligation for the remainder of the Term of this Agreement.

## 2. Services.

a. Services. RevTron will provide Client with certain services via the Platform (the "Services") as described in the Order Form(s) hereto, or as may be subsequently entered into and duly executed by and between the Parties during the Term hereof ("Services Schedules"). The availability to Client of certain Services or features of the Platform may be based on Client's information security standards. RevTron will provide support and maintenance in accordance with Support and Maintenance Service Levels attached as Exhibit B hereto.

b. Suspension of Services. RevTron may, in its sole discretion, suspend or limit Client or any Users' access to, or use of, the Services or the Platform, or remove any Client Materials or Business Data from the Services or the Platform (i) if RevTron becomes aware of, or has reason to believe that, Client or any User has breached or otherwise failed to materially comply with any information security requirements assigned to Client hereunder, or is using the Services or the Platform in a manner that poses a security risk to the Services or the Platform or any other clients or users of the Services or the Platform; (ii) in order to impose reasonable use-rate limits on Client's utilization of the Services to ensure the functionality and security of the Services and the Platform; or (iii) for any material violation of the terms of this Agreement by Client or any User (for which there shall be a thirty (30) day cure period, from the date of notice to Client of such breach). For the avoidance of doubt, such notice and cure period applies solely to subclause (iii) of the preceding sentence, and shall not apply to subclauses (i) or (ii). RevTron shall use commercially reasonable efforts, with regards to subclauses (i) or (ii) to provide Client with prior notice of any suspension of the Services or removal of Client Materials or User Data. RevTron will restore access to the Services as soon as practicable following the satisfactory resolution of the event giving rise to suspension.

## 3. Data Access and Use.

a. Business Data. The Parties hereby acknowledge that: (i) the data accessed, processed and analyzed by RevTron relating to Client's business, and provided by RevTron to Client; and (ii) data provided by Client to RevTron, may include sensitive non-public personally identifiable information ("Personal Data"), subject to applicable privacy laws, including, but not limited, to the Gramm-Leach-Bliley Act of 1999 ("GLBA") and the Health Insurance Portability and Accountability Act of 1996, and other consumer protection laws, such as the Fair Credit Reporting Act ("FCRA"). In order to protect the confidentiality, privacy, and integrity of User Data, the Parties shall comply with all Applicable Laws, including those listed in this Section 3(a), and RevTron shall comply with the RevTron Terms (as defined in Section 3(b)).

b. End User Terms. The Parties acknowledge and agree that the Client is the owner of their respective Data and that RevTron is granted the right and license to use, collect, and process such Data. RevTron shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

c. Notwithstanding anything to the contrary, RevTron shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and RevTron will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except set forth herein.

d. Third Party Reference Data. Certain components of the Services may acquire and/or utilize reference data which may be provided by third party vendors or be aggregated from RevTron's own internal database of existing reference data. RevTron performs "reasonableness" checks on such reference data, but cannot and does not guarantee the accuracy of any such data. From time to time, RevTron may use reference data to approximate data elements in the Output, and therefore some information reported by RevTron is unlikely to match information derived from other sources.

## 4. Fees and Payment.

a. Payment of Fees. Client will pay RevTron undisputed fees ("Fees") in accordance with the applicable Services Schedule. Undisputed Fees shall be paid within thirty (30) days of Client's receipt of an invoice therefor. If Client has notified RevTron of a bona fide dispute concerning any Fees, then payment of such disputed Fees shall be made promptly upon the Parties' resolution of such dispute. Upon expiration of the Initial Term, this Agreement may be renewed for an additional term (the "Renewal Term") as mutually agreed to by the parties.

b. Taxes. Amounts stated in this Agreement are in United States dollars and are net amounts to be received by RevTron exclusive of all taxes. If any tax or duty is required to be paid under the laws of any federal, state or local jurisdictions as a result of any transaction under this Agreement, RevTron agrees to collect and remit any such taxes or duties.

c. Performance. Each Party shall perform its obligations under this Agreement in a diligent and professional manner, consistent with industry standards, using suitably experienced, trained and qualified personnel.

## 5. Intellectual Property.

a. RevTron Ownership. Except for the limited licenses and rights expressly granted under this Agreement, RevTron and its third party vendors and licensors (as applicable) own all Intellectual Property Rights in and to the Services, the Platform and any other products or services (and any portion thereof) used to provide the Services hereunder, along with source code, object code or underlying structure, ideas or algorithms, documentation, data, Updates or derivative works related to any of the foregoing (collectively, "RevTron IP").

b. Client Materials. In connection with the Services, Client will furnish access to certain Client information, including Client Confidential Information including but not limited to data, customer names, lists, or information, or other items or materials (the "Client Materials") to RevTron. Client grants to RevTron and its third-party vendors a limited, non-exclusive, royalty-free license to use the Client Materials as reasonably required for the provision of the Services and the performance of RevTron's obligations hereunder. Client represents and warrants that it has all necessary rights to make the Client Materials available to RevTron hereunder. Client Materials or other information provided by Client to RevTron for use in connection with the Services does not and will not infringe the Intellectual Property Rights of any person or other legal entity, and comply with Applicable Laws.

## 6. Trademarks, Publicity and Marketing.

Each Party hereby grants to the other Party a limited, revocable, non-exclusive and non-transferable right to use its name, trademarks and logos (collectively, "Marks") as necessary to provide the Services. Except as provided herein, nothing contained in this Agreement shall be construed as conferring any right on either Party to use in advertising, publicity or other promotional activities any name, trade name, trademark or other designation of the other Party hereto or of any of its licensors under any third-party agreement, including any contraction, abbreviation or simulation of any of the foregoing, unless the prior written consent of such other Party is obtained.

## 7. Indemnification.

Client will defend, indemnify, and hold RevTron (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising from any third party claim, suit, action, or proceeding arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that Content or other data, information or instructions supplied by Client infringes or caused RevTron to infringe the intellectual property rights or other rights of a third party or has caused harm to a third party, (ii) to the extent arising out of claims relating to Client or Clients users' use of the Platform in violation of the law, or (iii) to the extent arising out of or relating to an actual or alleged breach of this Agreement by You or your users.

## 8. Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PLATFORM AND ALL COMPONENTS THEREOF ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, AVAILABILITY, UPTIME, QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS AND/OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY RELATED TO INDEMNIFICATION OBLIGATIONS, NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED \$1,000 IN THE AGGREGATE.

## 9. Term and Termination.

a. Term. The term of this Agreement shall commence on the Effective Date under the applicable Order Form(s). Upon expiration of the Initial Term, this Agreement will renew for an additional term (the "Renewal Term"), unless terminated by either Party pursuant to (i) written notice to the other Party no less than thirty (30) days prior to the end of the then-current term.

b. Post-Termination Transition. The Parties shall agree to a reasonable transition period after notice of termination of this Agreement or any Services Schedule, during which period the Parties will continue to perform their obligations hereunder and work together in good faith toward an orderly transition and scaling down of the Services, subject to Client's payment of any applicable fees or costs to RevTron.

c. Effect of Termination. Upon the termination or expiration of the Agreement: (i) all rights and licenses granted by RevTron and Client hereunder and all obligations of RevTron and Client with regard to Services provided to Client will immediately cease; and (ii) Client shall pay to RevTron all outstanding fees, charges and other amounts relating to the Services which are due through the effective date of termination.

## 10. General Provisions.

a. Notices. All notices hereunder shall be in writing and deemed to be properly given (i) upon personal delivery; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; or (iii) if provided via overnight courier or registered or certified mail, upon confirmation of receipt. All notices shall be sent to the address set forth on the signature pages hereto or to such other address as may be designated by the Parties.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its provisions governing conflicts of law. Disputes based upon or arising out of this Agreement shall be heard in state or federal courts of competent jurisdiction.

c. Independent Contractors. The relationship of the Parties is that of independent contractors. Nothing in this Agreement will be deemed to create an association, partnership, joint venture, agency or employer and employee relationship between the Parties. Neither Party shall have any authority to act for or to bind the other Party in any manner.

d. No Exclusivity. This Agreement is not an agreement for exclusive dealing by either Party. RevTron has the right to provide similar services to other clients, and Client has the right to procure similar services from other vendors.

e. Severability; Remedies. If any part of this Agreement is found to be invalid, illegal or unenforceable for any reason, then all other parts nevertheless remain valid, legal and enforceable. To the extent permitted by law, the rights and remedies in this Agreement are cumulative and not exclusive of any other right or remedy that might be available under the law. If either Party fails to require the other Party to perform any provision of this Agreement, such failure does not prevent such Party from later enforcing such provision.

f. Force Majeure. Neither Party will be liable for the failure to perform any obligation hereunder if such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, pandemic and other causes beyond such Party's reasonable control). The Party affected by a force majeure event will provide prompt notice to the other Party and resume performance as soon as reasonably possible when such force majeure event concludes.

g. Assignment. Client may not assign this Agreement, and any assignments by Client shall be null and void; provided, however, that either Party may assign this Agreement in connection with an acquisition, merger, corporate reorganization, or sale or transfer of all or substantially all of its assets without obtaining the consent of the other Party. RevTron may assign or transfer this Agreement at any time. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties' successors and permitted assigns.

h. Survival. Termination or expiration of this Agreement does not release either Party from obligations that, either expressly, or by their nature, survive termination or expiration hereof. Sections 4 through 10 shall survive the termination or expiration of this Agreement.

i. Entire Agreement; Amendment; Counterparts. This Agreement, including any and all Services Schedules and other schedules, statements of work and exhibits hereto, supersede all prior or contemporaneous discussions, proposals, negotiations, agreements and communications, between the Parties regarding the subject matter of hereof, and constitutes the entire agreement between the Parties concerning the subject

matter hereof. No amendment of this Agreement shall be valid unless in writing and duly executed by both Parties. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

## 11. Support & Maintenance; Service Levels.

### Ongoing Maintenance

RevTron will provide timely maintenance on the Platform and all Services. Throughout each applicable Project Term, RevTron shall make commercially reasonable efforts to ensure that the Platform and the Services are improved and updated in accordance with RevTron's standard maintenance practices. At a minimum, RevTron shall provide, maintain, and support the Platform and the Services and subsequent updates, upgrades, and bug fixes such that (a) the systems may be accessed by Users utilizing then-current Operating Systems and Browser levels, (b) flaws within the infrastructure, operating systems, and/or applications are identified, patched, and fixed on a timely basis, and (c) that the Platform and Services are, and remain, secure from vulnerabilities.

Client may initiate a helpdesk ticket or request any time by emailing [operations@revtron.ai](mailto:operations@revtron.ai).

Reliance on Third Parties. Some portions of certain Services provided by RevTron may require interactions with Third Parties. If a third-party system is unresponsive or unreachable, RevTron will make commercially reasonable efforts to reestablish a connection, but RevTron cannot and does not guarantee any availability of Institution systems. Furthermore, from time to time, as third-party systems change, RevTron will need to make updates to portions of its own software in order to reconnect to an Institution or to retrieve data as part of the Services. In such cases, RevTron will make commercially reasonable efforts to update its systems, but RevTron cannot and will not commit to any specific timeline for reestablishing a connection with any Institution.