



## REVENUEWELL MASTER SUBSCRIPTION AGREEMENT

THIS REVENUEWELL MASTER SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") INCLUDING THE TERMS AND CONDITIONS THEREOF, ALONG WITH AN APPLICABLE ORDERING DOCUMENT OR ONLINE ORDER SPECIFYING THE PRODUCTS AND SERVICES THAT ARE ORDERED BY YOU ("SERVICES") TO BE PROVIDED HEREUNDER ("ORDER FORM"), AND OUR PRIVACY POLICY, GOVERN YOUR ACQUISITION AND USE OF REVENUE WELL SYSTEMS, LLC ("US", "WE", "OUR" OR "REVENUEWELL") SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, CLICKING THE "PROCEED, I AGREE" BUTTON AS A PART OF THE ONLINE REGISTRATION PROCESS, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN YOU AND REVENUEWELL.

You may only access the Services for your own internal business purposes and only as allowed pursuant to the terms and conditions of this Agreement.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and its Affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the services. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

This Agreement was last updated on June 4, 2025. It is effective between You and Us as of the date You accept this Agreement.

RevenueWell reserves the right to modify the terms of this Agreement from time to time, at its sole discretion; and Your continued use of the RevenueWell Services or products constitutes Your acceptance of such modified terms. The most current version of this Agreement will be available at <https://www.revenuewell.com/legal/resources/msa>. The most current version of Our Privacy Policy will be available at <https://www.revenuewell.com/legal/privacy-policy>. We recommend using the print functionality of Your browser to obtain a copy of this Agreement.



## TERMS AND CONDITIONS

### 1. FREE TRIAL AND BETA SERVICES

Notwithstanding Our commitment to the Services set forth in the remainder of this Agreement, We may make one or more Services available to You on a trial basis or as a 'Beta' version of the Services free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any purchased Service subscriptions ordered by You for such Service(s), or (c) termination by Us in Our sole discretion. Additional trial or Beta terms and conditions may appear on the Order Form. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. This Section does not apply to a 'promotional period' as described in an applicable Order Form.

DURING THE FREE TRIAL AND/OR BETA VERSION THE SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL OR USE OF THE BETA VERSION MAY BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, BETA SERVICES OR PURCHASE APPLICABLE UPGRADED SERVICES BEFORE THE END OF THE TRIAL OR BETA SERVICES PERIOD.

NOTWITHSTANDING SECTION 10 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS).

Your sole and exclusive remedy if You are dissatisfied with the Services during a free trial or use of a Beta version in any way is to cease using them.

During or upon the conclusion of the Free Trial or termination of the Beta Services You will be required to notify Us of Your intention not to enter into a subscription for Services. If You do not notify Us upon the conclusion of the Free Trial or Beta Services then Your subscription will automatically incur the Fees (defined in Section 6.1) and be subject to all terms set forth in Your applicable Order Form.

### 2. OUR RESPONSIBILITIES

**2.1 PROVISION OF SERVICES:** We will (a) use commercially reasonable efforts (as defined below) to make the Services and Content (as defined below) available to You pursuant to this Agreement and the

applicable Order Forms, (b) provide applicable RevenueWell standard support for the Services to You at no additional charge, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice through Our website), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-RevenueWell Application (defined in Section 3.3), or denial of service attack. "Content" means information obtained by RevenueWell from publicly available sources or third-party content providers and made available to You through the Services.

**2.2 PROTECTION OF YOUR DATA:** We will maintain administrative, physical, and technical safeguards designed for protection of the security, confidentiality, and integrity of Your Data (as defined below) and as described in the Documentation (as defined below). Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification, or disclosure of Your Data by Our personnel except (a) to provide the purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing. The "commercially reasonable efforts" standard as used in this Agreement shall take into account the following (i) a level of effort that a reasonable business entity would have used in similar circumstances; (ii) the economic feasibility and profitability of an action in the particular industry; (iii) the cost, skills and efficacy factors relevant to the such industry; and the financial resources of the promising party and (iv) the reasonable efforts made in good faith by the promising party. "Documentation" means the applicable Service's then current Notices and Licenses documentation, and its usage guides and policies, as updated from time to time, accessible via login to the applicable Service. "Your Data" means electronic data and information submitted by or for You to the Services, excluding Content and Non-RevenueWell Applications.

### 3. USE OF SERVICES AND CONTENT

**3.1 SUBSCRIPTIONS:** We grant to You a nontransferable, nonexclusive license and right to access and use the Services and Content as authorized in the Agreement. Use of the Services is restricted to Your



internal business purposes and operations during the applicable Subscription Term (defined in Section 12.2), and You may not sublicense or assign this Agreement or license without Our express, written consent. The Agreement does not constitute a contract for the sale of software and except for the limited license granted to You in accordance with this Section 3.1, does not convey to You any rights of ownership in or related to the Content or Services.

**3.2 USAGE LIMITS:** Services and Content are subject to usage limits including any quantities and User Locations specified in an applicable Order Form or the Documentation. “User” means an individual who is authorized by You to use the Service(s) and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business. “User Location” means a physical location authorized by You to use the Services. If You exceed a contractual usage limit set forth in an Order Form, then We may work with You to seek to reduce Your usage so that it conforms to that limit or You will be required to execute a written amendment or new Order Form for additional quantities of the applicable Services and pay any invoice for excess usage.

**3.3 YOUR RESPONSIBILITIES:** You will be responsible for (a) each Users’ compliance with this Agreement, Documentation and Order Forms, (b) the accuracy, quality and legality of Your Data and how You acquired Your Data, (c) Your commercially reasonable efforts to prevent unauthorized access to or use of Services and notifications to Us promptly of any such unauthorized access or use; (d) restriction of each Users’ use of Services to be only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, (e) Your and your Users’ compliance with the terms of service of any Non-RevenueWell Applications if applicable. “Non-RevenueWell Application” means a Web-based, mobile, offline, or other software application functionality that is provided by a third party and interoperates with a Service, including, for example, an application that is developed by or for You or is listed on a third-party software marketplace; and (f) any off-shore, foreign law compliance if You require customer support by dedicated off-shore/foreign resources or direct Us to facilitate use of the Services by such off-shore/foreign resources including but not limited to compliance with local and international data privacy and other telecommunications regulations.

**3.4 USAGE RESTRICTIONS:** You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Your Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, (c) use a Service or Non-RevenueWell Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-RevenueWell Application to store or transmit Malicious Code (as defined below), (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a Non-RevenueWell products or services, (l) use any of Our Confidential Information to dispute or contest the validity of Our intellectual property rights, (m) reverse engineer any Service (to the extent such restriction is permitted by law), or (n) use any of Our Services, including telephone service for any unlawful purposes, including unlawful robocalls. The Service or Content may not be accessed by more than that number of Users set forth in an Order Form or the Documentation. You shall ensure that a User’s password may not be shared with any other individual. Except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. “Malicious Code” means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses. Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances



to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

**3.5 EXTERNAL FACING SERVICES:** If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to Our External-Facing Services Policy at <http://www.revenuewell.com/legal/> as may be applicable to a Service.

**3.6 REMOVAL OF CONTENT:** If We are required by a third-party licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event, You agree to promptly remove such Content from Your systems. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-RevenueWell Application until the potential violation is resolved.

#### **4 NON-REVENUEWELL PROVIDERS AND MODIFICATIONS TO SERVICES**

**4.1 THIRD PARTY PRODUCTS:** We or third parties may make available (for example, through an online marketplace for third-party software, or otherwise) third-party products or services, including, for example, Non-RevenueWell Applications and implementation. Any acquisition by You of such products or services, and any exchange of data between You and any Non-RevenueWell provider, product or service is solely between You and the applicable Non-RevenueWell provider. We do not warrant or support Non-RevenueWell Applications or other Non-RevenueWell products or services, whether they are designated by Us as “certified” or otherwise, unless expressly provided otherwise in an Order Form. If included in an applicable Order Form, we may invoice You for third-party products or services as third-party “Pass-Through Costs” which You are responsible for paying in accordance with Section 6.3 (Invoicing and Payment) below.

**4.2 NON-REVENUEWELL APPLICATIONS AND YOUR DATA:** If You choose to use a Non-RevenueWell Application with a Service, You grant Us permission to allow the Non-RevenueWell Application and its provider access to Your Data as required for the interoperation of that Non-RevenueWell Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-RevenueWell Application or its provider.

**4.3 INTEGRATION WITH NON-REVENUEWELL APPLICATIONS:** The Services may contain features designed to interoperate with Non-RevenueWell

Applications. To use such features, You may be required to obtain access to such Non-RevenueWell Applications from their providers, and may be required to grant Us access to Your account(s) on such Non-RevenueWell Applications. We cannot guarantee the continued availability of such Service features and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-RevenueWell Application ceases to make the Non-RevenueWell Application available for interoperation with the corresponding Service features in a manner acceptable to Us. You warrant that you have obtained all rights, licenses, and permissions from your providers necessary to permit the integrations and interoperability.

**4.4 THIRD PARTY PROVIDERS:** RevenueWell utilizes a number of third-party providers to provide the Services. Such third-party providers include, but are not limited to, email service providers, SMS service providers, hosting providers and content providers. In the event RevenueWell utilizes off-shore providers either upon your request or our preference, then We will provide limited, remote access to Your Data and We will not ‘transfer’ Your Data to such off-shore third-party providers as such term is recognized under applicable data privacy laws.

**4.5 MODIFICATIONS TO SERVICES OR STANDARD TEMPLATES/SERVICES PROVIDED BY REVENUEWELL:** Certain RevenueWell Services may allow for modifications to websites, templates or other data provided to You by RevenueWell. RevenueWell may not have visibility or knowledge of modifications that You make to any of the Services provided to You. As a result, RevenueWell Services that are modified by You or are used in a manner not intended or authorized by RevenueWell are not subject to any warranties for fitness for particular use, compliance with any laws (including but not limited to ADA/WCAG even if such warranties were available to the un-modified Services provided to You).

#### **5 USE OF EMERGING TECHNOLOGIES**

RevenueWell may use emerging technologies and artificial intelligence (AI) solutions, such as machine learning, natural language processing, robotics, and blockchain to enhance its Services. Before integrating any new technology, RevenueWell will thoroughly review and assess its functionality, security, legal compliance, and associated risks, including pilot testing. Implementation will be seamless and non-disruptive, and RevenueWell will notify you before finalizing any applicable integration of the emerging technologies. Any of Your Data that may be processed using such emerging technologies will at all



times be conducted in compliance with applicable laws including data privacy laws and RevenueWell's Privacy Policy to ensure confidentiality.

## **6 FEES AND PAYMENT FOR SERVICES**

**6.1 RECURRING FEES:** You will pay all fees specified in Order Forms (the "Fees"). Recurring fees will be automatically billed to your form of payment as required pursuant to Section 6.3 (Invoicing and Payment) either (i) once the services go live, (ii) within 30 days, whichever comes first; or upon such earlier date as set forth on an applicable Order Form which may include payment due upon the effective date of such Order Form. Fees are based on Services and Content subscriptions purchased and not actual usage. Except as provided in Section 13.4 (Refund or Payment Upon Termination), Payment obligations are non-cancelable, and fees paid are non-refundable and quantities purchased cannot be decreased during the relevant Subscription Term (defined in Section 13.2). You are also responsible for payment of all Pass-Through Costs described in the fees section of an applicable Order Form. If You subscribe to a Service that enables Your use of additional usage-based services outlined on Our Variable Fee Schedule at <http://www.revenuewell.com/legal/>, or You have executed an Order Form or statement of work (SOW) for one-time fees based on the work items described therein then You will be billed in accordance with Section 6.3 (Invoicing and Payment).

**6.2 RENEWAL TERM PRICING:** Unless otherwise required by applicable law, We may increase the Fees in any Subscription Renewal Term (defined in Section 13.2) by up to the greater of five percent (5%) or the adjusted Consumer Price Index cost increase. If We intend to raise the Fees by more than the aforementioned amount, We will provide You with at least sixty (60) days' notice prior to the end of an existing Subscription Term detailing any changes to the monthly fees to be charged during the Subscription Renewal Term and You shall be entitled to terminate the annual contract by providing notice at least thirty (30) days prior to the commencement of the Subscription Renewal Term. If You do not elect to terminate the annual contract in accordance with Section 13.2 (Term of Subscriptions for Services) then the increased Fees shall apply to the subsequent Subscription Renewal Term.

**6.3 INVOICING AND PAYMENT:** You will be responsible for providing Us with valid and updated credit card information, EFT banking information, or with a valid purchase order or alternative document reasonably

acceptable to Us. If You provide credit card or EFT information to Us, You authorize Us to charge such credit card or bank account for all Fees (including any variable and one-time Fees) listed in the Order Form. To the extent permitted by applicable law, RevenueWell shall apply a surcharge to any payments made by credit card, not to exceed three percent (3%) or such rate as allowed by applicable law. Payments shall be made in advance, either annually or in accordance with the billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card or EFT, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due on the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Notwithstanding the foregoing, in some instances You may be billed for any Services You authorize RevenueWell to incur on Your behalf by a third-party distribution partner authorized by RevenueWell. You agree to pay Fees for Services in accordance with the Agreement on terms defined by the third-party distribution partner.

**6.4 OVERDUE OR DELAY RELATED CHARGES:** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.3 (Invoicing and Payment) above. If the 'Go-Live' date for Services, other than custom website services, is more than ninety (90) days after the execution of the applicable Order Form due to Your failure to provide required content, Your Data or approvals, We may charge, and You will incur, a fee equal to not more than ten percent (10%) of the total Fees due under the applicable Order Form.

**6.5 SUSPENSION OF SERVICES AND ACCELERATION:** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your payment method on file), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. Other than for customers paying by credit card or ETF whose payment has been declined, We will give You





at least ten (10) days' prior notice that Your account is overdue, in accordance with Section 14.1 (Manner of Giving Notice) for billing notices, before suspending services to You. We will not exercise Our rights under Section 6.4 (Overdue Charges) above or this Section 6.5 (Suspension of Services and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**6.6 TAXES:** Our invoice will include any taxes, levies, duties or similar governmental assessments of any nature, including sales and use taxes and required telecom regulatory fees for all United States applicable transactions. Non-United States transactions are not being assessed taxes and if liable You are responsible for payment of such extra-jurisdictional taxes. You may also be required to pay any use or withholding taxes, assessable by any jurisdiction as applicable. The foregoing are collectively referred to as "Taxes". You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

**6.7 FUTURE FUNCTIONALITY:** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

## **7 PROPRIETARY RIGHTS AND LICENSES**

**7.1 RESERVATION OF RIGHTS:** We and Our licensors and Content Providers reserve all Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein including in Section 3.1 (Subscriptions) hereof.

### **7.2 LICENSE TO HOST YOUR DATA AND**

**APPLICATIONS:** During the applicable Subscription Term, You grant Us, Our Affiliates and applicable contractors a worldwide, non-exclusive license to host, copy, transmit and display Your Data, and any Non-RevenueWell Applications, as reasonably necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited license granted above and the rights in Section 7.3 (License to Use Feedback)

below, We acquire no right, title or interest from You or Your licensors under this Agreement in, or to, any of Your Data. In addition, You grant Us a world-wide, non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit statistical and other de-identified and aggregated data derived from Your Data and Your Users' use of Services for Our business purposes.

**7.3 LICENSE TO USE FEEDBACK:** You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the Our or Our Affiliates' business, services and products.

## **8 CONFIDENTIALITY**

### **8.1 DEFINITION OF CONFIDENTIAL**

**INFORMATION:** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The parties acknowledge that the Health Insurance Portability and Accountability Act ("HIPAA") is applicable to certain elements of the Services and Your Data, and is subject to Our HIPAA Business Associate Agreement (available upon request). The confidentiality obligations of the parties set forth in Section 8.2 below shall be consistent with the parties' obligations pursuant to HIPAA, and where any inconsistencies may arise, the HIPAA obligations shall control.

**8.2 CONFIDENTIALITY OBLIGATIONS:** The Receiving Party will use the same degree of care that it



uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section.

Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-RevenueWell Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**8.3 COMPELLED DISCLOSURE:** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**9 PUBLICITY:** During the Term and for a period of one (1) year thereafter, neither party shall issue any press release or make any other public communication, including public forums, social media or other online postings regarding the existence of terms of this Agreement, performance of us of the Services or use the other party's name, logo, trademarks, or service marks in any online reviews, marketing, advertising or promotional materials without the prior written consent of the other party.

Notwithstanding the foregoing, We may include Your name and logo on our customer lists and marketing materials, provided such use is not disparaging and complies with any brand guidelines You provide.

## **10 REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**10.1 REPRESENTATIONS:** Each party represents that it has validly entered into this Agreement and has legal power to do so. If You are an individual then you represent that you have authority to enter into this Agreement and any Order Forms that you have executed or agreed to on behalf of Yourself and Your employer or represented entity on whose behalf You have signed such Agreement or Order Forms as applicable.

**10.2 OUR WARRANTIES:** We warrant that during an applicable Subscription Term (a) We will not materially decrease the overall security or function (subject to Section 4.3 (Integration with Non-RevenueWell Applications)) of the Services from that existing as of the date you initially commence use of the Services, and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranties above, Your exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

**10.3 DISCLAIMERS:** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10.3, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NON-REVENUEWELL APPLICATIONS, FREE TRIAL SERVICES, CONTENT, AND BETA SERVICES ARE PROVIDED ENTIRELY "AS IS" AND "AS AVAILABLE", EXCLUSIVE OF ANY WARRANTIES WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

FURTHER, REVENUEWELL EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH PATIENTS, CLIENTS, CONSUMERS, END CUSTOMERS OR SITE USERS ("YOUR CUSTOMERS"), AND YOU WILL LOOK SOLELY TO SUCH PERSONS



AND/OR ENTITIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS. YOU WILL BE SOLELY RESPONSIBLE FOR THE PROFESSIONAL AND TECHNICAL SERVICES YOU PROVIDE. REVENUEWELL HAS NO LIABILITY FOR THE CONSEQUENCES TO YOUR CUSTOMERS RELATED TO OR RESULTING FROM YOUR MISUSE OF THE SERVICE.

REVENUEWELL OFFERS NO ASSURANCE THAT YOUR USE OF THE SERVICE UNDER THE TERMS OF THIS AGREEMENT WILL NOT VIOLATE ANY LAW OR REGULATION APPLICABLE TO YOU. REVENUEWELL AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE SERVICE OR THE CONTENT ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT ANY DATA, INFORMATION, CONTENT OR MATERIALS CONTAINED IN OR MADE AVAILABLE IN CONNECTION WITH THE SERVICE ARE NOT INTENDED AS A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL AND JUDGMENT, TAX, LEGAL, MEDICAL, OR OTHER PROFESSIONALS. THE SERVICE DOES NOT PROVIDE TAX, MEDICAL OR LEGAL ADVICE. YOU ARE RESPONSIBLE FOR OBTAINING SUCH ADVICE IF REQUIRED. THE USE OF CERTAIN SERVICES MAY RESULT IN CONTENT, DATA, RECOMMENDATIONS AND OTHER OUTPUT THAT ARE INACCURATE OR OTHERWISE NOT FIT FOR USE AND REVENUEWELL IS NOT RESPONSIBLE FOR ANY SUCH OUTPUTS.

**10.4 RESELLERS, DISTRIBUTORS, AND OTHERS:** If you have obtained the Services through a third party (e.g., a reseller, distributor, or an application store sponsored by a third party) or as a result of joint marketing and Our sales efforts and a third party, you agree as follows (i) the third party disclaims all warranties, express and implied, with respect to the Services, including, but not limited to, the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, and fitness for a particular purpose; (ii) in no event will the third party be liable to you or any third party for any direct, indirect, punitive, exemplary, incidental, special, or consequential damages (whether in contract, tort (including negligence), or otherwise) arising out of this agreement or the Services, even if they have been advised of the possibility of such damages or losses; (iii) in any event, the maximum liability of any the third party for all claims (whether in contract, tort (including negligence), or otherwise) of every kind will not exceed one hundred

dollars (\$100.00); (iv) you waive any and all claims, now known or later discovered, that you may have against the third party arising out of the license of the Services and its marketing, your use of the Services, and this agreement; and (v) any warranties or representation made by the third party relating to the Services, this Agreement, or Us are hereby disclaimed.

**10.5 No Medical Advice:** We and our Services do not provide, nor are intended to provide, a medical or pharmaceutical evaluation, examination, advice, consultation, diagnosis, or treatment recommendation. We nor our Services recommend or endorse any specific healthcare providers, medications, products or procedures and none of the content or features provided through the Services should be taken as a representation or warranty that any particular medication or treatment is safe, appropriate, or effective for any patient. You acknowledge and agree that the professional duty to the patient in providing healthcare services lies solely with the healthcare professionals providing patient care services and all decisions regarding diagnosis or treatment will be made solely by such healthcare professionals. You acknowledge and agree that access to and use of the Services, including the information distributed through the Services is not intended to, and does not, replace or substitute for the professional inquiry, research, expertise, or judgment of a qualified healthcare professional. We do not assume any responsibility for Your actions or omissions, any of Your physicians or other healthcare professionals, or any other person or entity which may result in damages or any other liability due to malpractice, failure to warn, negligence or any other basis, and We will not be liable for any damages or losses related to any medical diagnosis, treatment or professional advice provided by You or other healthcare personnel to any patient.

## **11 MUTUAL INDEMNIFICATION**

**11.1 INDEMNIFICATION BY REVENUEWELL:** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third-party alleging Your authorized use of the Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We





may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to Our Service(s), We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under Section 10.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon thirty (30) days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-RevenueWell Application or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

**11.2 INDEMNIFICATION BY YOU:** You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that (i) any of Your Data infringes or misappropriates such third party's intellectual property rights, or (ii) arising from Your use of the Services or Content in violation of the Agreement or modifications You make to the Services (even if allowed by RevenueWell), or in violation of the Documentation, Order Form or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

**11.3 EXCLUSIVE REMEDY:** This Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 11 (Mutual Indemnification).

## **12 LIMITATION OF LIABILITY:**

**12.1 MUTUAL LIMITATION:** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, TOGETHER WITH EACH OF ITS RESPECTIVE AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HERUNDER FOR THE

SERVICES, CONTENT OR YOUR DATA GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "RECURRING FEES" SECTION ABOVE OR YOUR LIABILITY FOR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS OR YOUR INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11.2 (INDEMNIFICATION BY YOU) ABOVE.

**12.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES:** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE BUT WILL NOT LIMIT YOUR LIABILITY FOR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **13 TERM AND TERMINATION**

**13.1 TERM OF AGREEMENT:** This Agreement commences on the date You first accept it and continues until all subscriptions set forth in an applicable Order Form have expired or have been terminated.

**13.2 TERM OF SUBSCRIPTIONS FOR SERVICES:** The term of each subscription for Services (the "Subscription Term") shall be as specified in the applicable Order Form. If no term is set forth on an Order Form, then the Order Form shall be deemed to have a one-year Subscription Term commencing on the earlier of the 'Go-Live' date notified by Us to You or thirty (30) days after the execution of the applicable Order Form. If an Order Form includes a promotional period, the start date of the Order Form shall be the first calendar day immediately following the end of the promotional period. All Order Forms shall automatically renew, subject to any increase in Fees as set forth in Section 6.2 (Renewal Term Pricing), for consecutive one (1) year renewal terms ("Subscription



Renewal Terms”) commencing on the first day after termination unless either We or You provide notice to the other at least thirty (30) days prior to commencement of an applicable Subscription Renewal Term of Our/Your intention not to renew the Order Form, or if the Order Form is terminated in accordance with the explicit terms thereof or as earlier terminated in accordance with the terms of this Agreement.

**13.3 TERMINATION:** A party may terminate this Agreement “for cause” based on a substantiated material breach as follows: The non-breaching party shall provide written notice in accordance with Section 14.1 below to the alleged breaching party with sufficient details describing the nature, facts and evidence of the material breach, the date that such material breach was discovered and the duration that such material breach has occurred. The alleged breaching party shall respond within seven (7) days of its receipt of the notice stating its position and, if applicable, its plan and timeline to cure the alleged material breach. If, after the verification period, the parties mutually agree that a material breach remains unresolved, they shall refer the matter to a third-party neutral mediator that shall review and assess the material breach and meet with internal management of each party to describe the conflict and propose a mutual resolution. If the mediation process is unsuccessful then the parties shall mutually agree to wind down the Services pursuant to a mutually acceptable termination agreement that takes into account the payment of any outstanding fees and any services that were rendered and not rendered as a result of the material breach alleged by the non-breaching Party. A party may further terminate this Agreement ‘for cause’ if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Further, this Agreement shall terminate automatically in the event there are no active Order Forms subject to this Agreement between Us and You for a period of ninety (90) days after termination of the most recent outstanding Order Form.

**13.4 REFUND OR PAYMENT UPON TERMINATION:** If this Agreement is terminated or cause, You will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination for cause and We will refund to You any pre-paid Fees for Services beyond the effective date. If We terminate this Agreement for cause, all unpaid Fees for the remainder of the Subscription Term will become immediately due and payable, and You shall pay such Fees upon receipt of Our invoice therefore.

**13.5 TERMINATION POLICY:** Except for termination for cause as set forth in Section 13.3, Your notice of termination must be submitted via our Termination Request Form [located here](#).

**13.6 YOUR DATA PORTABILITY AND DELETION:** For a period of thirty (30) days following the effective date of termination or expiration of this Agreement We may make Your Data available to You in a format as exists on the date of termination or expiration. However, after such period We will have no obligation to maintain or provide any of Your Data to You and may delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited. If You request that data be made available in a format other than as currently exists on Our systems then We reserve the right to charge additional fees for our effort in completing your request for a different file format or any additional requests with respect to transfer of Your Data.

**13.7 SURVIVING PROVISIONS:** The Sections titled “Removal of Content”, “Non-RevenueWell Applications and Your Data”, “Recurring Fees,” “Confidentiality”, “Publicity”, “Disclaimers”, “Mutual Indemnification”, “Limitation of Liability”, “Your Data Portability and Deletion”, “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement.

## **14 NOTICES, GOVERNING LAW AND JURISDICTION**

**14.1 MANNER OF GIVING NOTICE:** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.

**14.2 AGREEMENT TO GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed in accordance with the laws of the State of Illinois, without reference to its choice of law principles. Any claim arising under or by reason of this Agreement will be brought in the state or federal courts located in Chicago, Illinois, and You irrevocably consent to such jurisdiction and venue.

## **15 GENERAL PROVISIONS**

**15.1 ENTIRE AGREEMENT AND ORDER OF PREFERENCE:** This Agreement is the entire agreement



between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

**15.2 ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**15.3 RELATIONSHIP OF THE PARTIES:** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**15.4 THIRD PARTY BENEFICIARIES:** There are no third-party beneficiaries under this Agreement.

**15.5 WAIVER:** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**15.6 SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.