Revinate Software End User License Agreement

This Revinate Software End User License Agreement (this "**EULA**") is part of a Master Services Agreement (the "**Agreement**") between Revinate, LLC, a Delaware corporation doing business as "Revinate" ("**Revinate**", "**we**", "**our**", or "**us**") and the person or entity identified on the Service Order as the Customer purchasing Services from us ("**Customer**"). This EULA governs use by Customer and all natural persons to whom Customer provides access to the Software (each, an "**Authorized User**"). In this EULA, unless the context clearly indicates otherwise, all references to "**you**," or "**your**" means both the Customer and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Revinate General Terms and Conditions of Service (the "**General Terms**").

REVINATE PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, REVINATE WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU, AND YOU MUST NOT INSTALL, USE, OR ACCESS THE SOFTWARE.

1.   **Scope of License**. Subject to and conditioned upon Customer's timely payment of the fees set forth in the Service Order(s) and your strict compliance with all terms and conditions set forth in this EULA and the Agreement, you have a limited right and license to:

(a)   Download, install, use, and access the Software, as applicable, in accordance with this EULA and the Documentation, solely for your internal business purposes, and solely on devices owned or leased, and controlled by, Customer.

(b)   Download, display, and use the Documentation, solely in support of your installation and/or access and use of the Software in accordance herewith.

2.   **Copies**. All copies of the Installed Applications, if applicable, and Documentation made by you:

(a)   Will be the exclusive property of Revinate;

(b)   Will be subject to the terms and conditions of this EULA; and

(c)   Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

3.   **Use Restrictions.** You shall not, directly or indirectly:

(a)   Use (including make any copies of) the Software beyond the scope of the license granted under Section 1;

(b)   Provide any other Person, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Software, except as expressly permitted in the General Terms or this EULA;

(c)   Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;

(d)   Combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

(e)   Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(f)   Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;

(g)   Except as expressly set forth in Section 2, copy the Software, in whole or in part;

(h)   Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

(i)   Use the Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems.

(j)   Use the Customer Data or the Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to consumer protection laws, export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages.

(k)   Use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to Revinate's commercial disadvantage.

4.   **Additional Restrictions Related To Sensitive Data.** You understand and acknowledge that the Revinate Software is not intended to be used for the storage or processing of credit card information or other types of sensitive data and is not, or may not be, compliant with PA-DSS, as that term is defined by the PCI Security Standards Council. Therefore, you shall <u>NOT</u> store or process any of the following data using the Revinate Software:

(a)   Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and service code) or Sensitive Authentication Data (including without limitation full magnetic stripe data or equivalent on a chip, CAV2/CVC2/CVV2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council;

(b)   Social security numbers;

(c)   Account number, password, or personal identification number for banking, credit, or other financial or payment account;

(d)   Driver license number or other government-issued identification card number;

(e)   User name or email address, in combination with a password or security question and answer that would permit access to an online account (other than login credentials used by you to log into the Revinate Software).

In the event Revinate discovers any of the types of data listed above that is being stored by or on behalf of you in the Revinate Software, such data may be deleted by Revinate.

5.   **Authorized User Access**. An Authorized User shall not share or disclose log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. In addition, Customer is responsible for:

(a)   Establishing, maintaining, and adhering to its user management process for internal employees, including, but not limited to, granting certain users Administrator Access ("Administrator Users"). Administrator Users are responsible for (i) providing Authorized Users with access to the Revinate Software, (ii) prohibiting individuals who are no longer Authorized Users from access to the Revinate Software, or (iii) submitting timely requests to Revinate to update or add an Authorized User's access to the Revinate Software or to remove an individual who is no longer an Authorized User from access to theRevinate Software;

(b)   Conducting periodic reviews of its user base to confirm the accuracy of Authorized User information and updating the same in a timely manner as applicable;

(c)   Ensuring Authorized User workstations and/or computers are configured to lock and require a password after no more than 15 minutes of inactivity.

6.   **Automatic Update Feature**. From time to time, Revinate may automatically update or otherwise modify the Software, including, but not limited to, for purposes of enhancement of security functions, error correction and improvement of functions, at such times as you interact with Revinate' or third parties' servers, or otherwise. Such updates or modifications may delete or change the nature of features or other aspects of the Software, including, but not limited to, functions you may rely upon. You acknowledge and agree that such activities may occur at Revinate' sole discretion and that Revinate may condition continued use of the Software upon your complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the Software for purposes of this EULA. By acceptance of this EULA, you consent to such update/modification.

7.   **Term and Termination**. This EULA and the licenses granted hereunder shall remain in effect with respect to the Software included with a particular Product until the term of such Product expires or is terminated in accordance with the General Terms. Upon expiration or earlier termination of this EULA with respect to Software included with a particular Product, the license granted hereunder with respect to such Software shall also terminate, and you shall immediately cease using and destroy all copies (including backups) of such Software, including any related Documentation.