

## Software as a Service Agreement

This Software as a Service Agreement (this “Agreement”) is effective as of [DATE] (the “Effective Date”) by and between Revir Technologies, Inc., a Delaware corporation with offices located at 2600 Network Boulevard, Suite 570, Frisco, Texas 75034 (“Provider”), and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] (“Customer”). Provider and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

### 1. Definitions.

(a) “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an Authorized User’s identity and authorization to access and use the Services.

(b) “Aggregated Statistics” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) “Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

(d) “Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

(e) “Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, uploaded, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(f) “Documentation” means Provider’s user manuals, handbooks, guides, and other end user documentation relating to the Services provided by Provider to Customer either electronically or in hard copy form.

(g) “Provider IP” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(h) “Services” means the software-as-a-service offering described as “Scout PD”.

(i) “Third-Party Products” means any third-party products, including any open-source software, described in Exhibit A provided with, or incorporated into, the Services.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary Access Credentials, passwords, and network links or connections to allow Customer to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14(g)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

(c) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

(i) Provider has, and will retain, sole control over the operation, provision, maintenance, and management of the Services and the Provider IP; and

(ii) 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 sole responsibility for all access to and use of the Services by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (x) information, instructions, or materials provided by any of them to the Services; (y) results obtained from any use of the Services; and (z) conclusions, decisions, or actions based on such use. Customer acknowledges and agrees that the Services may not be accessible without (A) a working internet connection that can communicate reliably with the Services; (B) valid Access Credentials; or (C) Customer Systems that meet the minimum specifications of the Services (collectively, the “System Requirements”). Provider shall have no liability to Customer with respect to any delay or failure to access the Services due to insufficient or inoperable System Requirements.

(d) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, Documentation, or Provider IP, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, Documentation, or Provider IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services or the Provider IP, in whole or in part; (iv) remove any proprietary notices from the Services, Documentation, or Provider IP; (v) use the Services, Documentation, or Provider IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used by the Services or Provider IP or access or use the Services or Provider IP other than by an Authorized User through the use of his or her own then valid Access Credentials; (vii) input, upload, transmit, or otherwise provide to or through the Services or Provider IP, any information or materials that are unlawful or injurious, or contain, transmit, or activate any virus, worm, malware, or other malicious computer code; (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, the Provider IP, or Provider's provision of services to any third party, in whole or in part; or (ix) access or use the Services or the Provider IP for purposes of competitive analysis of the Services or the Provider IP, the development, provision, or use of a competing software service or product, or any other purpose that is to the Provider's detriment or commercial disadvantage.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Updates. Provider reserves the right, in its sole discretion, to make any changes to the Services or the Provider IP, including patches, bug fixes, updates, upgrades, and other modifications (collectively, "Updates"), that it deems necessary or useful to: (i) maintain or enhance: (A) the quality or delivery of Provider's services to its customers; (B) the competitive strength of, or market for, Provider's services; or (C) the Services' cost efficiency or performance; or (ii) to comply with applicable law. Customer acknowledges and agrees that Provider may make such Updates at any time without notice to Customer and without obtaining Customer's prior consent.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Services or the Provider IP; (B) Customer's or any Authorized User's use of the Services or the Provider IP disrupts or poses a security risk to the Services or the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Services or the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy,

reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to, or use of, any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 7(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(h) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

### 3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause all Authorized Users to comply with such provisions.

(b) Corrective Action. If Customer becomes aware of any actual or threatened activity prohibited by Section 2(d), Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider IP and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

(c) Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the specifications

set forth in the Documentation all Customer Systems on or through which the Services are accessed or used; and (b) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement

(d) Third-Party Products. Third-Party Products may be incorporated into, or provided to Customer in connection with, the Services. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not access or use the Services.

#### 4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit B.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on Exhibit B during the Initial Term and thereafter, solely if Customer purchases additional support services.

(c) Downtime for Maintenance. Customer acknowledges that the Services will require updates and other maintenance services from time to time, and during such time, the Services may be unavailable, in whole or in part. Provider will use commercially reasonable efforts to provide Customer at least twenty-four (24) hours prior notice of all scheduled outages of the Services in connection with such updates or other maintenance services.

5. Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

#### 6. Security.

(a) Information Security. Provider will employ security measures in accordance with Provider's data privacy and security policy, as amended from time to time, a copy of which is available on Provider's website.

(b) Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

7. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees (the “Fees”) as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Provider may charge 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 under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full.

(b) Customer Systems and Third Party Costs. All Fees and other amounts payable by Customer under this Agreement are exclusive of any costs or expenses associated with the Customer Systems. Customer is responsible for all costs and expenses associated with Customer Systems and any third party services, storage, or other systems necessary for Customer to access the Services.

(c) 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 any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(d) Fee Increases. Provider may increase Fees no more than once annually for any Renewal Term by a percentage equal to the average increase in the Consumer Price Index-All Urban Customers (Current Series), as calculated by the U.S. Bureau of Labor Statistics, over the immediately preceding Initial Term or Renewal Term, as applicable, plus two percent (2%) of the Fees for the immediately preceding Initial Term or Renewal Term, as applicable, by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of such Renewal, and Exhibit A will be deemed amended accordingly.

(e) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer’s records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer’s underpayment equals or exceeds five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

8. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure as demonstrated by competent written evidence; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party as demonstrated by competent written evidence. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Intellectual Property Ownership; Feedback.

(a) Intellectual Property Ownership. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Services, the Provider IP, and the Updates and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Provider to enforce this Agreement and exercise its rights and perform its obligations hereunder.

(d) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services or the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in and to, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

#### 10. Limited Warranty and Warranty Disclaimer.

(a) Provider represents and warrants that (i) the Services will materially conform to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation, and (ii) Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in herein are Customer’s sole remedies and Provider’s sole liability under the limited warranty set forth in this Section 10(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer represents and warrants that (i) Customer owns, or otherwise has and will have the necessary rights and consents in, and relating to, the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do 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; and (ii) the Customer Data does not contain any virus, worm, malware, or other malicious computer code. Customer further acknowledges that the Services may contain features and functionality that may be used in connection with other third-party products (the “Customer Add-Ons”), including, without limitation, conversion of computer file formats. Customer represents and warrants that the owner or licensor of such Customer Add-On (each, an “Applicable Third-Party”) has authorized, or consented to, the use of such Customer Add-On in connection with, or as contemplated by, the Services.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), THE SERVICES AND PROVIDER IP ARE PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS 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. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, INCLUDING THE CUSTOMER SYSTEMS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding (a "Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines, in its sole discretion, that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 11(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, technology, or other Customer Systems not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; (D) Third-Party Products; or (E) use of the Services in combination with a Customer Add-On without the authorization or consent of the Applicable Third-Party.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from (i) any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and (ii) any Third-Party Claims based on Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services in a manner not authorized by this Agreement; (C) use of the Services in combination with data, software, hardware, equipment, technology, or Customer Systems not provided by Provider or authorized by Provider in writing; (D) modifications to the Services not made by Provider; or (E) use of the Services in combination with a Customer Add-On without the authorization or consent of the Applicable Third-Party; provided that Customer

may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 11 EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER, OR IN CONNECTION WITH, THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Prior to the beginning of each Renewal Term, Provider may increase the Fees for such Renewal Term pursuant to Section 7(d).

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 8;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, (i) all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate; (ii) Customer shall immediately discontinue use of the Services and the Provider IP; (iii) Provide may disable all Customer and Authorized User access to the Services and the Provider IP; and (iv) without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return, as applicable, all copies of the Services, the Provider IP, and the Documentation and certify in writing to the Provider that the Services, the Provider IP, and the Documentation have been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 13(d) and Sections 1, 5, 8, 9, 10(b), 11, 12, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemic or pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. 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 will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable

manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by, and construed in accordance with, the internal laws of the State of Texas 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 Texas. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Dallas County, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under, or by reason of, this Agreement.

(l) Waiver of Jury Trial. EACH PARTY IRREVOCALLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(m) Counterparts. 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.

*[Signature pages follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PROVIDER:

REVIR TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CUSTOMER:

[NAME OF CUSTOMER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

### A. FEES:

Enterprise Pricing (unlimited users)

Tier: \_\_\_\_\_

Price: \_\_\_\_\_

Billing: \_(i.e. Calendar Year, Yearly, Calendar Quarter, Quarterly)\_

Feature	Standard	Tracker	Recon
Active Directory + Single Sign On (SSO)	✓	✓	✓
Public Portal	✓	✓	✓
Smart Storage / Retention	✓	✓	✓
Enterprise Search	✓	✓	✓
File & Case Sharing	✓	✓	✓
Image Synopsis (Object/Places/Actions)	✓	✓	✓
Voice-to-Text Transcription (35+ languages)		✓	✓
Custom Vocabulary		✓	✓
Custom Training		✓	✓
Video Synopsis (Object/Places/Actions)		✓	✓
Facial Recognition		✓	✓
Text Translation			✓
PDF Analytics			✓
Text Analytics			✓

B. THIRD-PARTY PRODUCTS: All OSS bundled with Scout is covered and permissible under the following licenses: MIT, BSD, Apache-2.0, ISC and W3C.

**EXHIBIT B**  
**SERVICE LEVELS AND SUPPORT**

Severity	Definition	First-Response Time
Business-critical system down	Your business is at risk. Critical functions of your application aren't available	15 minutes
Production system down	Your business is significantly impacted. Important functions of your application aren't available.	1 hour
Production system impaired	Important functions of your application are impaired or degraded.	4 hours
System impaired	Non-critical functions of your application are behaving abnormally, or you have a time-sensitive question.	12 hours
General guidance	You have a general development question, or you want to request a feature.	24 hours