

LEGAL

Terms of Service

Version 2024-03-20 · Effective March 20, 2024

Terms of Service

Version 2024-03-20 · Effective March 20, 2024

1. OVERVIEW

These Terms of Service Terms ("Terms") are between Revmo AI, Inc., a Delaware corporation ("Revmo", "we", "us", "our"), and the Customer, as defined on the Order Form incorporating these (such Order Form and any subsequent Order Forms, each a "Order Form") by and between the Customer and Revmo.

2. SERVICE DESCRIPTION

Revmo provides access to our web portal and web application (the "Portal"), and AI driven voice, text and email technology, and other artificial-intelligence services (the "AI Services") which include our to prospective clients, current clients and former clients so that such users may, as applicable, leverage the AI Services to build AI enabled automation workflows leveraging voice, text and email. and to make available other tools and technology that Revmo, in its sole discretion, elects to make available from time to time to Authorized Users who access the AI Service and the Portal (collectively, including the Portal and AI Services, the "Services").

3. TERMS; PRECEDENCE

Access to and use of the Portal, the AI Service and the Service is subject to these Terms of Service, as amended from time to time as provided herein (these “Terms”). You represent and warrant that: (a) you have read and understood these Terms of Service and agree to be bound by these Terms of Service, (b) you have authority to bind Customer to these Terms of Service, and (c) these Terms of Service have the same force and effect as a signed agreement. In the event of a conflict between your Customer Services Agreement and these Terms, the following order of precedence will apply: (i) the DPA (defined below); (ii) the Order Form; (iii) these Terms; and (iv) the Terms of Use applicable to the Portal.

4. SERVICES

4.1. General. During the Term, Revmo agrees to provide the Services as described in any applicable Order Form (“Services”) to Customer primarily via browser-based software and Portal, which includes any updates, enhancements, modifications or new versions of the same. Revmo may make enhancements and modifications to the Services from time to time. New releases may include features or functionality that are not available unless Customer orders such features or functionality pursuant to a separate Order Form and agreement to pay any supplemental Fees, unless such features or functionality are generally made available to users of the Services. Revmo will also use commercially reasonable efforts to provide Customer with Revmo’s standard support services, through email or telephone, for the Services.

4.2. License Grant. Revmo grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as provided herein), royalty-free license right to access and use the Services during the Term. For the avoidance of doubt, the license granted herein authorizes Customer to use the Services solely for the benefit of Customer and no third parties, unless expressly authorized in the Order Form. Customer may further allow its contractors, agents and any other third party to whom Customer authorizes access to use the Services on its behalf (“Authorized User”) provided that Customer will be responsible and fully liable for its Authorized Users’ compliance with these Terms and any actions of such Authorized Users.

4.3. Restrictions. Except as otherwise expressly permitted in these Terms, in no event will Customer: (i) disclose or distribute to any third party the Services or any portion thereof; (ii) copy, modify, adapt, publicly display or publicly perform or create derivative works of the Services or any portion thereof or permit any third party to do any of the foregoing; (iii) rent, lease, resell, grant a security interest in, or otherwise attempt to transfer rights to, the Services; (iv) use, or permit any third party to access or use, the Services or any portion thereof for time-sharing, rental or service bureau purposes; (v)

decompile, reverse assemble or otherwise reverse engineer the Services or any portion thereof, or permit any third party to do so, except to the extent otherwise expressly permitted by law; or (vi) remove, alter or disable any Revmo trademarks or other proprietary or restrictive notices or labels on any Services.

4.4. Access to Revmo Services. Customer will designate an administrator (“Customer Administrator”) who will grant and manage access to individual employees or other Authorized Users. The Customer Administrator will have access to the settings for its end users’ accounts and will have the option to configure contact information for the Customers. Upon account creation by the Customer Administrator, Authorized Users will be able to use the provided numbers and may change account settings or profile information by logging into their accounts through Revmo’s website. Revmo may make changes to account settings upon Customer request.

4.5. Customer Data and Security. Customer will be responsible for maintaining the security of Customer’s credentials (including Customer Administrative and Authorized User passwords) and files, and for all uses of Customer’s business account, with or without Customer’s knowledge or consent, including through usage of Customer’s credentials due to any security breaches of Customer’s systems, except to the extent any such breach was the direct result of Revmo’s failure to fulfill its obligations hereunder. Revmo will take commercially reasonable precautions, including technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer Data. “Customer Data” as used herein means data and/or information regarding Customer, its Affiliates and/or Customer’s Authorized Users: (a) provided to Revmo hereunder; or (b) to which Revmo has access or control, or which Revmo has accessed, in each case, in connection with the provision of the Services contemplated in these Terms, including all Personal Data (as defined in the DPA).

4.6. Third-Party Services. Certain of the Services allow Customer to connect to various third-party services via API or other integrations with services selected by Customer, or which store or process Customer Data (“Linked Services”). Revmo is providing connections to Linked Services to Customer only as a convenience, and the inclusion of any connection or link does not imply endorsement by Revmo of the Linked Services, website or policies, or any association with its operators. Customer’s access and use of such Linked Services is governed solely by the terms and conditions of such Linked Services. Revmo is not responsible or liable for the function, contents, or security of, or processing of Customer Data by any Linked Services, including without limitation, any link contained in a Linked Service (or the policies or procedures of that Linked Service), or any changes or updates to a Linked Service (or the policies or procedures of that Linked Service). By using any product, service or functionality of the Linked Services at its own option, Customer hereby acknowledges and

consents that Revmo may share Customer Data via such Linked Services, to the extent enabled by such Linked Services. By connecting such Linked Services, Customer agrees that it is consenting to the necessary continuous integration and Customer Data sharing about Customer, its Authorized Users to such Linked Services. Customer also hereby agrees to hold Revmo harmless from any liability caused by such Linked Services, including but not limited to data breaches, breaches of applicable law, and other acts or behaviors arising from such Linked Services.

4.7. Customer Compliance and TCPA. The Customer acknowledges its responsibility to secure prior express written consent from individuals before engaging in outbound calls or text messages as required under the TCPA and other applicable laws. Customer agrees to implement reasonable measures to ensure compliance with TCPA regulations in the provision of Services, including accurate record-keeping and providing mechanisms for individuals to opt-out of communications.

4.8. Technical Support Services. Customer will respond to questions and complaints from its Authorized Users or third parties relating to use of the Services. If Customer is unable to resolve such support issue, then Customer may escalate such issue to Revmo's Customer Support Department (customersuccess@Revmo.ai).

5. TERM AND TERMINATION

5.1. Term. These Terms commence on the Effective Date and, unless earlier terminated pursuant to the terms of these Terms, will continue in effect for so long as there is an Order Form or Order Form in effect between the parties ("Term").

5.2. Termination. In the event of a material breach of these Terms that is capable of cure (including in the case of non-payment), but that is not cured within thirty (30) days of written notice thereof, the non-breaching party may terminate these Terms by written notice delivered to the other party at the end of the cure period. Additionally, either party may terminate these Terms immediately by written notice if the other party: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files or has filed against it a petition in bankruptcy or seeking reorganization; (iv) has a receiver appointed; or (v) institutes a proceeding for liquidation or winding up.

5.3. Effect of Termination. If Customer terminates these Terms due to an uncured material breach by Revmo, Customer will be entitled to a refund for amounts prepaid for Services not rendered prior to termination. If Revmo terminates these Terms due to an uncured material breach by Customer, including for non-payment of any undisputed service fees, other fees and/or charges, Customer agrees to pay Revmo all remaining unpaid service fees for the Service Term, including all related taxes, surcharges, fees and other charges. All sections of these Terms which by their nature may

reasonably be assumed to be intended to survive expiration or termination will survive expiration or termination, including accrued rights to payment, confidentiality obligations, warranty disclaimers and limitations of liability. Further, in the event of any action by Revmo to collect any amount not paid when due, Customer will pay or reimburse Revmo's costs of collection (including any reasonable attorneys' fees and court costs).

6. FEES; PAYMENTS

6.1. Fees. In consideration for Services provided by Revmo, Customer will pay Revmo the fees set forth in the Order Form ("Fees"), in accordance with the terms set forth therein. All payments for Services under this MSA will be made free and clear and without deduction for all present and future Taxes. "Taxes" means all withholding taxes, levies, imposts, duties, fines or other charges of any nature, however imposed, by any country or any subdivision or authority thereof in any way connected with this MSA, or any instrument or MSA required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes as are imposed on or measured by a party's net income or property.

6.2. Transaction Taxes. Taxes will be stated separately on the invoice. Fees are exclusive of Taxes, and Customer will pay or reimburse Revmo for any Sales, Use, VAT or similar transaction taxes that Revmo is required by law to collect, unless Customer provides Revmo with a valid certificate of exemption. Without prejudice to the survival of any other obligation of Customer hereunder, the obligations of Customer contained in this section will survive the payment in full of all payments hereunder.

6.3. Billing Disputes. Disputes for any charges for the Services must be made in writing to Revmo within thirty (30) days of the date of the invoice by Revmo or date of credit card charge, as applicable. Failure to provide a written statement explaining in reasonable detail the reasons for disputing the charge(s) within such time period irrevocably waives any objection and further recourse regarding such charges. Written statements disputing charges must be emailed to Revmo's Customer Support Department at customersuccess@Revmo.ai.

7. CUSTOMER DATA & PRIVACY POLICY

7.1. Privacy. Our Privacy Policy located at [#privacy_\(https://revmo.ai/legal#privacy\)](https://revmo.ai/legal#privacy) ("Privacy Policy") describes how Revmo collects, uses, disclosed and processes personal data when you and your Authorized Users use the Service and where Revmo otherwise acts as a "data controller" or "business" (as such terms are defined in applicable Data Protection Law).

7.2. Accuracy. You are solely responsible for the accuracy, quality and completeness of all Customer Data that you submit to the Service. To the extent Customer Data includes any information that is “sensitive information,” or similar term under applicable Data Protection Law you represent and warrant that your business has in place the systems and technology to transfer such sensitive information to Customer securely and in compliance with all laws, rules and regulations.

7.3. Ownership; License. As between the parties, you and Customer retain ownership of Customer Data, including any analytics, reports or other outputs to the extent derived from or embodying Customer Data (“Outputs”). By submitting or uploading Customer Data and by using our calculators, tools and technology to generate your Results, you hereby grant to Customer and its affiliates a non-exclusive, worldwide, transferable, sublicensable (including through multiple tiers), royalty-free license to access, host, process, modify, translate and create derivative works of Customer Data and Outputs for purposes of (a) providing the Service and, if applicable, generating Outputs and (b) securing, product/feature development and improving the Service, and for our other internal purposes (subject to the DPA).

7.4. Rights Reserved; Third Party Licenses. Except for the express licenses granted hereunder and subject to Section 8 below, as between you, Customer and Revmo, Revmo retains all right, title and interest in and to the Service and the Results, and no licenses are granted to you by implication or otherwise. Your license to access and use the Service is subject to any additional limitations or restrictions required by any third party licensors specified in the applicable documentation, Order Form, or terms applicable to Linked Services.

7.5. Data Protection. To the extent your Customer Data includes Personal Data, we will comply with our Data Processing Agreement (“DPA”) available at [#dpa \(https://revmo.ai/legal#dpa\)](https://revmo.ai/legal#dpa). Subject to the DPA, Customer may de-identify Customer Data and Outputs and may use such de-identified data for any purpose permitted by applicable law.

8. AI SERVICES

8.1. AI Services. To the extent you use our AI services, the following additional terms and conditions apply, notwithstanding any provisions to the contrary herein: (i) you acknowledge that all Outputs generated through the AI Services are generated, or developed through the use of generative artificial intelligence services (“AI Outputs”); (ii) we do not represent and warrant that the AI Outputs will not infringe the intellectual property or other rights of any third party, and we will not have any liability hereunder to the extent any AI outputs do or are alleged to violate the IP Rights of any third party; and (iii) you are granted a non-exclusive, worldwide, non-transferable, and non-sublicensable

license to use the AI Outputs solely for the purposes set forth in this Agreement and subject to the limits set forth in this Section 8. Customer acknowledges that AI Services, including any machine learning models or algorithms, may not always provide perfect or desired outcomes. The Customer understands the inherent risks of relying solely on AI for critical decision-making without human oversight. Customer agrees to be responsible for and to conduct all such oversight, reviews, obtain consents, conduct data protection impact assessments, or otherwise ensure the lawful use of AI Services.

8.2. Compliance. Customer agrees to use Revmo AI's AI services in an ethical manner and accordance with all applicable laws, regulations, and best practices, especially concerning data privacy, consumer protection, and non-discrimination, and the use of generative artificial intelligence services and platforms. You must use AI Services only in the context of your use of the Services and within the intended purpose and functionality of the Service. We will have no liability for your use of AI Services for unlawful or purposes not related Customer or its Authorized Users use of AI Service for purposes not contemplated hereunder.

8.3. Modification. You acknowledge that artificial intelligence technology, by its nature, may evolve and requires periodic updates and adjustments. Revmo reserves the right to modify, update, or discontinue its AI Services in accordance with technological advancements and regulatory requirements, and to limit risk to Revmo, Third Party AI Platforms, Customers or Authorized Users. Such changes will be communicated to the Customer in a timely manner.

8.4. Third Party Models. You acknowledge that our AI services may be provided in part by third party platform operating the foundational AI model and related data processing services ("Third Party AI Platform"). To provide the AI Services, we may send your Customer Data to such Third Party AI Platform for processing and you hereby authorize us to share your Customer Data with such Third Party AI Platform. You may be required to agree to supplemental terms and conditions of the Third-Party AI Platform as a condition of your use of AI Services.

8.5. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, REVMO'S LIABILITY FOR ANY CLAIMS ARISING OUT OF THE USE OF ITS AI SERVICES SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT INCLUDE INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

9. CONTACTING YOU

You agree that Revmo, Inc, its affiliates, and their employees, contractors, subcontractors, and other third parties acting on their behalf (collectively “Revmo Representatives”) may send you and your authorized users informational, transactional, and marketing communications, including emails, calls, text messages, and auto-dialed or computer-generated phone calls, which may utilize conversational AI technologies (which may include artificial or pre-recorded voice), via the contact information you provide when you enroll in such communications. You may receive marketing communications via email as a result of registering as an Authorized User or licensing for the Service. Marketing and promotional communications delivered via SMS or auto-dialed, pre-recorded, or artificial voice calls, will be sent to users who consent to receive such messages. You represent and warrant that you have the right to provide Revmo with the contact information and to consent on behalf of the owner of any telephone number to receive marketing or other communications through such methods. Revmo and Revmo Representatives are not responsible for any fees assessed by your cellular (or non-cellular) telephone provider for the receipt of text messages, calls, or auto-dialed communications. You may opt out of receiving messages in the manner described in our marketing communications or our Privacy Policy, including specific opt-out mechanisms for auto-dialed calls and messages utilizing conversational AI or artificial/recorded voices.

10. MODIFICATION AND DISCONTINUANCE OF THE SERVICE

We reserve the right to modify or discontinue the Service (or any portion of the Service), temporarily or permanently, with or without notice to you, and we are not obligated to support or update the Service. YOU AGREE THAT CUSTOMER SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IN THE EVENT THAT WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE SERVICE (OR ANY PORTION OF THE SERVICE). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to these Terms of Service.

11. SECURITY MEASURES

11.1. Generally. Revmo will apply reasonable measures designed to protect the security of the information and data uploaded by you when using the Service. You are responsible for ensuring the security of all systems used to connect to the Service, and you must comply with all data retention and security requirements applicable to you. Revmo may, in its sole discretion, take all reasonable measures to secure the Service and Content, including without limitation by disabling access to the Service for you or any user of the Service (or IP addresses), if Revmo identifies or suspects any activity involving access to or use of the Service: (i) without authorization; (ii) for unlawful or

fraudulent purposes; (iii) for purposes of disrupting or damaging the Service; (iv) in a manner that violates these Terms; or (v) that otherwise presents an information security or legal risk to Customer or any individual.

11.2. Notification. Customer will notify Revmo of any activity on the Service suspected as being for unlawful purposes or otherwise in violation of these Terms of Service, including any activity to disrupt, gain unauthorized access to, or cause any damage to the Service or any Content or Customer Data. Customer will further immediately notify Customer of any incident involving the unauthorized installation or introduction of malware, viruses, ransomware, or other unauthorized code to the Service, or any unauthorized use or access to Customer Data through the Service of which you become aware, including any loss of personal information and any incident where personal information (relating to you) becomes available to unauthorized persons through the Service.

12. CONFIDENTIAL INFORMATION

12.1. Generally. Neither party will use or disclose to third parties the other's Confidential Information (as defined below) unless permitted by this section. The party disclosing Confidential Information is the "discloser" and the party receiving confidential information is the "recipient." In addition, "advisors" means each party's attorneys and accountants, and any subcontractor or advisor subject to a duty of confidentiality with respect to such information that is substantially equivalent to that set forth in this MSA. "Confidential Information" is nonpublic information relating to the business, affairs or technology of the discloser or its Affiliates, including know-how and trade secrets, in any form, that are designated as "confidential" or that a reasonable person knows or reasonably should understand to be confidential, as well as this MSA. Confidential Information is provided to the recipient "as is" without any warranties of any kind.

12.2. Obligations. The recipient agrees: (a) To use the same degree of care that the recipient uses, but not less than a reasonable degree of care, to protect the discloser's Confidential Information from unauthorized use, dissemination, publication or disclosure; (b) to use Confidential Information only as needed for the purpose of the business relationship between the parties; (c) not to disclose Confidential Information to any third party, other than its advisors who have a need to know; (d) not to reverse engineer, decompile or disassemble the Confidential Information, except and only to the extent that applicable law expressly permits, despite this limitation; (e) to immediately notify the discloser of any intended or unintended unauthorized disclosure or use of any Confidential Information by the recipient or any other person or entity of which the recipient becomes aware; (f) That the discloser may seek a court order to prevent Confidential Information from becoming public in breach of this section; and (g) to return or destroy the Confidential Information of the discloser

promptly following written request from the discloser or at the end of the Term, except that the recipient may retain reasonable copies of the Confidential Information as may be required by regulatory, legal or record retention requirements, or in connection with customary disaster recovery, backup, and business continuity processes, provided that any retained Confidential Information remains subject to the confidentiality obligations outlined in this MSA.

12.3. Exceptions. The obligations set forth in this section will not apply to Confidential Information: (a) that is, at the time of disclosure by the discloser, or becomes, subsequent to such disclosure, publicly available without a breach of this MSA; (b) that was lawfully known to the recipient without an obligation to keep it confidential; (c) that is received by the recipient, from a third party lawfully possessing and entitled to disclose such information; or (d) that is independently developed by the recipient or its agents and licensees without use of any Confidential Information..

12.4. Compelled Disclosure. Notwithstanding the foregoing, the recipient may share Confidential Information to the extent it that must be disclosed pursuant to applicable federal, state or local law, regulation, court order or other legal process, provided that: (a) the recipient will, where permitted by law, provide the discloser with prompt written notice so that the discloser may seek a protective order or other appropriate remedy; and (b) the recipient will furnish only that portion of the Confidential Information that is, in the reasonable opinion of its counsel, legally compelled.

13. REVMO INTELLECTUAL PROPERTY

13.1. Generally. Except for Customer Data and Outputs, everything you see, hear, or otherwise experience through this Service, including but not limited to the graphics, videos, text, software, photographs, scripts, interactive features and the like (collectively, “Revmo Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Revmo, subject to the patent, copyright, trademark, servicemark, trade secret and other intellectual property rights under United States and foreign laws and international conventions, as well as other proprietary rights in data, databases, know-how, information, processes, formulae, algorithms (collectively, “IP Rights”). Except as expressly provided herein, Revmo and its licensors owns all IP Rights in the Revmo Content, including the selection, coordination, arrangement, operation, enhancement, and functionality thereof. Any unauthorized use of any materials on this Service may violate copyright, trademark, and other laws. Except as expressly provided herein, Revmo Content on the Service is provided to you AS IS for your information and your non-commercial use as permitted under these Terms of Service.

13.2. Rights Reserved. Revmo reserves all rights not expressly granted in and to the Service and the Revmo Content. Customer and its Authorized Users may not use, copy, download, or distribute any of the Revmo Content other than as expressly permitted herein. Customer and its Authorized Users may not incorporate the Revmo Content into, or stream or transmit the Revmo Content via any hardware or software application unless expressly permitted by Customer in writing. You may not build a business using the Revmo Content, whether or not for profit. Customer and its Authorized Users agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Revmo Content or enforce limitations on use of the Service or the Revmo Content therein, nor may you scrape or use any extraction methods to obtain any Revmo Content or data from the Service.

13.3. Feedback. Revmo may, in its sole discretion, permit Customer and its Authorized Users from time to time to submit, upload or otherwise make available to Customer or any of its representatives or agents (including through the Portal) your suggestions, feedback or recommendations regarding the performance or operation of the Service ("User Feedback"). If Customer or its Authorized Users provide any such User Feedback, Customer and its Authorized Users hereby grant to Customer a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable, sublicensable and transferable license to use such User Feedback for any purpose permitted by applicable law.

14. REPRESENTATIONS WARRANTIES

14.1. Mutual. Each party represents and warrants to the other party that: (a) it has the power, authority and legal right to make, deliver and perform the obligations set forth herein and to its knowledge, no other agreement conflicts with the terms set forth herein; and (b) the execution of these Terms has been duly authorized and executed and is, or upon delivery will be, a legal, valid and binding obligation enforceable in accordance with its terms.

14.2. By Customer: Customer represents and warrants to Revmo as follows:

14.2.1. you have the right to provide Customer Data to for use as provided herein, including, without limitation, by providing all relevant notices and obtaining all consents and approvals required under applicable law;

14.2.2. Revmo's use of Customer Data as requested by Customer will not breach any agreement or obligation Customer or its Authorized Users owe to any third party, nor will such processing of Customer Data violate any law, rule or regulation

14.2.3. the Customer Data, together with any other information provided to Revmo by Customer or its Authorized Users in any registration or application screen, profile, email, postings, telephone call or through other means including all personal details, contact details and all other data provided to Customer is true in all respects, up-to-date and not misleading in any way;

14.2.4. Customer and its Authorized Users will not access the Service under false identity or pretext and will not use it to falsify your or any other person's identity (however, this will not prevent you from using an adopted name or nickname provided the name is used lawfully and in good faith);

14.2.5. Customer and its Authorized Users will use the Service lawfully, in compliance with these Terms of Service and in good faith; and

14.2.6. Customer and its Authorized Users will keep all Service log-in details and password secure and will not share such information with third parties.

15. DISCLAIMER OF WARRANTIES

15.1. DISCLAIMER. CUSTOMER AGREES THAT CUSTOMER AND ITS AUTHORIZED USERS' USE OF THE SERVICE SHALL BE AT CUSTOMER'S SOLE RISK. THE SERVICE, THE PORTAL AND THE REVMO CONTENT, INCLUDING ALL OUTPUTS GENERATED USING THE SERVICE, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. REVMO, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OWNERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, LICENSEES, LICENSORS AND SUPPLIERS (COLLECTIVELY, THE "REVMO PARTIES") GIVE NO WARRANTY NOR MAKE ANY REPRESENTATION IN RELATION TO THE SERVICE, THE PORTAL OR THE REVMO CONTENT, INCLUDING THE RESULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE REVMO PARTIES EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY AND OTHERWISE IN CONNECTION WITH THE SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, INTEROPERABILITY WITH THIRD PARTY SOFTWARE, SYSTEMS AND SERVICES, NON-DISRUPTION, SECURITY, ACCURACY, LOSS OF DATA OR CORRUPTION OF DATA, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE REVMO PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS, MISTAKES, OR INACCURACIES OF THE REVMO CONTENT, INCLUDING THE RESULTS, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE

WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM CUSTOMER'S ACCESS TO AND USE OF THE SERVICE, (c) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR INFORMATION STORED THEREIN, (d) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (e) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, (f) FAILURES, DISRUPTIONS, ERRORS OR DELAYS ARISING FROM THE INTERACTION BETWEEN THE SERVICE AND THIRD PARTY SOFTWARE, SYSTEMS AND SERVICES USED BY CUSTOMER; AND/OR (g) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE REVMO CONTENT OR ANY MATERIALS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE.

NOTHING IN THIS SECTION 15 IS INTENDED TO LIMIT OR MODIFY ANY EXPRESS WARRANTY GIVEN BY REVMO IN THESE TERMS OR ANY ORDER FORM AGREED BY THE PARTIES.

16. INDEMNITY

16.1. By Revmo. Revmo agrees to indemnify, defend and hold harmless Customer, its affiliates, officers, agents and employees from and against all claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising from any third party claim ("Claim") relating to infringements or misappropriation of such third party's U.S. patent, copyright or trade secret based on Customer's use of the Services provided to Customer under these Terms. The foregoing is Revmo's exclusive obligation for infringement claims. If Revmo becomes aware of a Claim alleging infringement or misappropriation, or Revmo believes such a Claim will occur, Revmo may, at its sole option: (a) obtain for Customer the right to continue use of the Services or Software; (b) replace or modify the Services or Software so that it is no longer infringing; or (c) if neither of the foregoing options is reasonably available, terminate the Services, in which Revmo's sole liability, in addition to the indemnification obligations outlined above, will be to refund to Customer a prorated amount of prepaid fees for the Services applicable to the remaining period in the then-current Service Term. Revmo's indemnification obligations under this Section are expressly conditioned on: (i) Customer providing prompt notice to Revmo of any applicable claim; (ii) Revmo retaining the unconditional option to control the defense and settlement of any such claim; and (iii) Customer providing reasonable assistance (at Revmo's expense) in the defense and settlement of such claim. Revmo will have no indemnification obligation for Claims arising from: (w) Customer's or any end user's use of the Services other than as permitted under these Terms; (x) any Customer Data, Customer-provided software or materials or third-party software or materials; (y) the combination of the Services with any

products, services, hardware, data or business process not provided by Revmo; or (z) the modification of the Services by any party other than Revmo or Revmo's agents, or modification by Revmo or Revmo's agents in accordance with Customer's instructions.

16.2. By Customer. Customer agrees to indemnify, defend and hold harmless the Revmo Parties from and against any claim, loss, obligation, demand, damage, cost, liability, expenses, and attorney's fees arising as a result of or relating to any claim (including but not limited to, claims or damages for personal injury, wrongful death, property damage, and injury to you, your business or to third parties, consequential, compensatory, or punitive damages), demand or proceedings brought or threatened against the Revmo parties in connection with (a) your use of, access to, or misuse of the Service or the portal; (b) your use or misuse of any Revmo Content, including the results, (c) your breach of any of these Terms; (d) your violation of any third party right, including without limitation any IP Rights or privacy right; (e) your failure to obtain any consent, authorization, or other right necessary for us to perform the Services, including without limitation, failure to obtain consent or authorization necessary under CCPA or to access and use AI Services; (f) your use of Linked Services, or breach of any third party terms and conditions applicable to your use of Linked Services or Third Party AI Services; or (g) activity that occurs under your account as a result of your failure to maintain the confidentiality of your account credentials; in each case, provided that Customer and its Authorized Users will have no such obligation to the extent such losses are caused by Revmo's gross negligence or willful misconduct or, in the case of a claim under (d), to the extent caused by the Service as provided by Revmo or Revmo Content.

17. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL THE REVMO PARTIES BE LIABLE TO YOU, YOUR BUSINESS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM OR IN CONNECTION WITH THE SERVICE OR REVMO CONTENT OR ANY OUTPUTS, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, LOSS OF DATA, LOSS OF OPPORTUNITY, LOSS OR REPUTATION, GOODWILL OR BUSINESS, REGARDLESS OF (a) THE FORM OF CLAIM OR ACTION (INCLUDING ANY NEGLIGENCE OF THE REVMO PARTIES), AND (b) WHETHER DAMAGES ARE FORESEEN OR FORESEEABLE, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE REVMO PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU OR YOUR BUSINESS MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (a) ANY SUSPENSION OR DISRUPTION OF THE SERVICE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS

FROM THE REVMO PARTIES' NEGLIGENCE, (b) ANY ERRORS, MISTAKES, OR INACCURACIES OF THE REVMO CONTENT OR OUTPUTS, (c) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE OR YOUR USE OF ANY REVMO CONTENT OR OUTPUTS, (d) UNAUTHORIZED ACCESS TO OR USE OF REVMO'S OR ITS AFFILIATES' SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (e) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (f) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, (g) FAILURES, DISRUPTIONS, ERRORS OR DELAYS ARISING FROM THE INTERACTION BETWEEN THE SERVICE AND THIRD PARTY SOFTWARE, SYSTEMS AND SERVICES USED BY YOU; (h) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY REVMO CONTENT OR YOUR INTERACTIONS WITH ANY THIRD PARTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT REVMO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE REVMO PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU, YOUR BUSINESS OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THESE TERMS OF SERVICE INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO KEEP YOUR LOG-IN DETAILS AND PASSWORD SECURE OR FROM THE SHARING OF THESE DETAILS WITH ANY OTHER PERSON.

THE REVMO PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE TERMS OF SERVICE OR IN RELATION TO THE SERVICE WILL BE LIMITED TO THE AMOUNTS PAID BY COMPANY IN THE TWELVE MONTHS PRECEDING THE ACTION GIVING RISE TO SUCH LIABILITY.

18. CHOICE OF LAW, DISPUTE RESOLUTION, MANDATORY ARBITRATION AND CLASS ACTION WAIVER, AND TIME LIMIT TO BRING CLAIMS

18.1. Choice of Law. These Terms and all matters arising from or related to the Service are governed by the laws of the State of Arizona, without regard to conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded in their entirety from these Terms of Service.

18.2. Arbitration of Claims and Class Action Waiver. All claims and disputes, including all statutory claims and disputes, whether pre-existing, present or future, arising out of or relating to (a) these Terms of Service, (b) Revmo's access to, or use, or receipt of the Service and/or Revmo Content, or (c) any other services or products provided, managed, operated, serviced, or fulfilled by Revmo, in each case, regardless when that dispute, claim or controversy arose, and regardless of the relevant legal theory ("Dispute") will be finally resolved by binding arbitration on an individual basis in Phoenix, Arizona, USA, except that the Parties are not required to arbitrate any Dispute in which either party seeks equitable relief for alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. This means that, except for the equitable relief described in the previous sentence, neither Revmo nor Customer will sue in court before a judge or jury (unless Customer opt out of arbitration as provided below). Revmo and Customer also agree that no Dispute subject to the terms of this Section 19 will be resolved as a class or other collective action. Instead, one (1) neutral arbitrator will decide the Dispute, and the arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award declaratory or injunctive relief only for the individual claims between Revmo and Customer. Claims which will be subject to arbitration include any and all statutory, consumer protection, common law, tort, injunctive relief and equitable claims that arise from or relate in any way to Customer use of the Service. This arbitration clause will survive any termination of these Terms of Service. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Service, including, but not limited to any claim that all or any part of these Terms of Service are void or voidable.

18.3. AAA Administered. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance the Consumer Arbitration Rules then in effect, (the "Rules"), except to the extent they conflict with these Terms of Service. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The Rules are available online at www.adr.org or by calling AAA at 1-800-778-7879.

18.4. Non-Appearance for Smaller Claims. Any claims or disputes involving less than US \$10,000 may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the amount sought is US \$10,000 or more, the right to an in-person oral hearing will be determined by the Rules. If non-appearance arbitration is elected, the arbitration will be conducted by phone, online, written submissions, or a combination of the three, at the election of the party initiating arbitration, and the arbitration will not involve a personal appearance by parties or witnesses unless the parties mutually agree otherwise.

18.5. Arbitration Rules and Jurisdiction. The arbitrator will be bound to follow applicable federal and state laws and regulations in deciding all issues and in rendering any award. Revmo and Customer will be entitled to invoke the rules of discovery authorized by the Rules.

18.6. Finality. The arbitration proceedings will be conclusive and not appealable, and any party to any award rendered in any arbitration proceeding will be entitled to have judgment entered on that award. The number of arbitrators shall be one (1), selected in accordance with the Rules, and the language of the arbitration will be English. Unless non-appearance arbitration is elected, the arbitration will be held in Phoenix, Arizona, provided that, if Customer notify us in writing within thirty (30) days after the initial notice of arbitration is delivered by a party, Customer may elect to have the arbitration be held in Phoenix, Arizona or in any major U.S. city where the AAA arbitrator elects to hold the arbitration.

18.7. Arbitration Costs and Expenses. If Customer demand arbitration first, Customer will pay the claimant's initial arbitration filing fees or case management fees required by the Rules up to \$125 USD, and Revmo will pay any additional initial filing fee or case management fee. Notwithstanding any contrary provisions in the Rules but subject to the previous sentence, each party shall bear its own costs and expenses of the arbitration and one-half (1/2) of the fees and costs for the arbitrator unless the arbitrator determines the fees and costs should be borne by one (1) of the parties. The arbitrator may not award or assess punitive damages against either party.

18.8. Other Collective Actions Precluded. YOU, YOUR BUSINESS AND CUSTOMER EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE ANY DISPUTE, INCLUDING ARBITRATION AND LITIGATION IN COURT, WILL BE CONDUCTED INDIVIDUALLY ONLY. Revmo will not, and Customer will not, seek to have any dispute heard as a class action, a class wide arbitration, a private attorney-general action, or any other proceeding in which Customer or Revmo act(s) or propose(s) to act as a representative for others. Customer and Revmo also agree that no arbitration or other proceeding will be combined with another arbitration or proceeding without the written consent of Revmo, Customer, and every other party to that arbitration or proceeding. Without the written consent of Revmo, the arbitrator may not consolidate or join more than one (1) person or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. You may opt out of the arbitration and class-actions waiver set forth above by sending a written notice of Customer decision to opt-out in accordance with this Section 19. If Customer elect to opt out, neither Customer nor Revmo can force the other to arbitrate. To opt out, Customer must notify Revmo in writing no later than thirty (30) days after first becoming subject to these Terms of Service. Customer notice must include Customer name and address, an email for notices and an unequivocal statement that Customer want to opt out of this arbitration. Send Customer notice to: Revmo LLC, legal@revmo.ai,

Attention: Legal. In the event of a dispute between Customer and Revmo, to invoke Customer opt-out right, Customer must retain a copy of Customer opt-out notice, as well as proof of mailing of Customer opt-out notice within the prescribed period.

18.9. Time Limit to Bring Claims. ANY LEGAL ACTION BROUGHT BETWEEN YOU AND/OR YOUR BUSINESS, ON THE ONE HAND, AND CUSTOMER OR ANY OF THE CUSTOMER PARTIES, ON THE OTHER HAND, MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE ON WHICH SUCH LEGAL CLAIMS WOULD ORDINARILY ACCRUE UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR SIMILAR TEMPORAL DEADLINE FOR COMMENCING A LEGAL ACTION.

19. MISCELLANEOUS

19.1. Force Majeure Events. A party will not be in breach of these Terms of Service, nor liable for any failure or delay in performance of any of its obligations under these Terms of Service (other than obligations to make payments when due, if applicable) where such failure or delay arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control, including (as examples and without limitation) an act of God, fire, flood, earthquake, windstorm or other natural disaster, pandemic, epidemic or other health crisis, official health directives, whether or not mandatory, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, shortage of raw materials or supplies, industrial action or strike, power outages, or electronic or communication network breakdowns ("Force Majeure Events"). If a Force Majeure Event affecting the provision of the Service by Revmo occurs, Revmo will use reasonable efforts to notify users through the Service or through its website or by email communication.

19.2. Publicity Rights. Customer may promote their use of Revmo's Services and agrees that Revmo may identify Customer as a user of the Services on Revmo's website or in Revmo's business deals, press releases, marketing materials, tradeshow or other promotional materials. Upon implementation of the Services by Customer: (a) Revmo may issue a press release regarding Customer's use of Revmo's Services; and (b) Customer agrees to participate in a Revmo Customer case study, help with Customer references and provide quotes for marketing purposes. All press releases regarding Customer's use of the Services will be pre-approved by Customer, which consent will not be unreasonably withheld.

19.3. Assignment. These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by Customer only with Revmo's prior written consent, but may be assigned by Revmo without restriction and without notice to Customer.

19.4. Amendment. This arbitration provision and class-action waiver may be amended from time to time in accordance with Section 1 of these Terms of Service. If Customer did not opt out of mandatory arbitration as provided above, Customer may reject any change we make to this on this Section 19 by sending us notice within thirty (30) days after first becoming subject to the amended Terms of Service. Send Customer notice rejecting the changes to: Revmo, legal@revmo.ai, Attention: Legal. In the event of a dispute between Customer and Revmo, to invoke Customer right to apply an earlier version of this Section, Customer must retain a copy of Customer rejection notice, as well as proof of mailing of Customer rejection notice during the period of time in which Customer intend to pursue any claim. Revmo reserves the right to make additional amendments to this Section 19. If Customer wish to reject additional changes to this Section, Customer must notify us in the manner indicated above for each change in accordance with the terms hereof.

19.5. EXPORT CONTROL. The transmission of applicable technical data, if any, in connection with the Service may be subject to export controls. Customer agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States.

19.6. THIRD PARTY BENEFICIARIES. YOU AND YOUR BUSINESS ACKNOWLEDGE THAT EACH OF THE CUSTOMER PARTIES IS AN INTENDED THIRD PARTY BENEFICIARY OF THE RELEASES, WAIVERS AND COVENANTS GIVEN BY YOU AND YOUR BUSINESS IN SECTIONS 12, 13, 14, 15 AND 18. SUBJECT TO THE FOREGOING, NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO CONFER ANY RIGHT, REMEDY, CAUSE OF ACTION OR LIABILITY ON ANY PERSON OTHER THAN CUSTOMER AND ITS SUCCESSORS AND ASSIGNS AND YOU.

19.7. No Modification. Except as expressly permitted under these Terms of Service, no modification, alteration or waiver of any of the provisions of these Terms of Service will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Revmo's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

19.8. No Partnership or JV. Nothing in these Terms of Service will create, or be deemed to create, a partnership or joint venture and will not be construed as giving rise to the relationship of principal and agent between the parties.

19.9. Entire Agreement. These Terms of Service constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof, except as provided otherwise herein. If any provision of these Terms of Service are held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Service, so that these Terms of Service shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these Terms of Service by a representation other than those expressly set out in these Terms of Service.