

**Revelwood Incorporated**  
**Professional Services Agreement**

THIS PROFESSIONAL SERVICES AGREEMENT (THIS “AGREEMENT”) CONSTITUTES AN AGREEMENT BETWEEN REVELWOOD INC., A NEW YORK CORPORATION (“REVELWOOD”), AND THE ENTITY THAT ACCEPTS THIS AGREEMENT AS PROVIDED BELOW (“CLIENT”), AND GOVERNS THE PROVISION BY REVELWOOD OF PROFESSIONAL SERVICES (“SERVICES”) FOR CLIENT TO ASSIST CLIENT WITH THE IMPLEMENTATION OF BUSINESS PERFORMANCE MANAGEMENT AND ANALYTICAL SOFTWARE SOLUTIONS.

BY EXECUTING OR ELECTRONICALLY ACCEPTING A STATEMENT OF WORK (“SOW”) THAT REFERENCES THIS AGREEMENT, CLIENT ACCEPTS THIS AGREEMENT AND AGREES TO THE TERMS HEREOF. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL SHOULD NOT ACCEPT THIS AGREEMENT AND CLIENT MAY NOT RECEIVE THE SERVICES HEREUNDER.

This Agreement was last updated on August 6, 2020. This version of this Agreement is effective and applies to all SOWs executed or accepted between Client and Revelwood from such date until the date that this Agreement is next updated by Revelwood.

1      Scope of Services

- 1.1      During the term of this Agreement, Client may engage Revelwood to perform professional services (“Services”) under this Agreement. In each instance in which Client desires to engage Revelwood to perform Services hereunder, Client and Revelwood will execute or electronically accept an SOW that shall reference, and is hereby incorporated into, this Agreement. Each SOW shall contain a description of Services to be performed, the charges for the same, acceptance testing procedures (or that the acceptance testing procedures will be determined, if applicable), as well as any additional responsibilities or other terms to which the parties may agree. The deliverables that are prepared by or on behalf of Revelwood in the course of performing the Services and delivered to Client under an SOW are hereinafter referred to as “Deliverables.” In the event of a conflict between the terms of this Agreement and the terms of an SOW, the terms of the SOW shall govern. The terms and conditions of any purchase order, acknowledgment or other similar form issued by Client are intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement or any SOW, even if signed by either or both parties.
- 1.2      Either party may from time to time during the term of this Agreement propose changes or adjustments to the Services or Deliverables in accordance with the terms of the applicable SOW. Any proposed changes shall not become effective unless and until set out in a written change order executed by both parties. Each such change order is hereby incorporated by reference into the applicable SOW.
- 1.3      Revelwood shall be solely responsible for supervising, controlling and directing its personnel performing the Services, including the details and manner of the completion of the Services. Revelwood shall cooperate with Client by assigning personnel to perform the Services who are reasonably acceptable to Client and replacing any personnel when reasonably requested by Client. Revelwood shall also be responsible for the payment of the compensation of such personnel,

including, if applicable, the payment and withholding of social security and other payroll taxes, and unemployment insurance. In the event that any Revelwood personnel are providing any Services on Client's site, Revelwood shall instruct such personnel to comply with any access, safety and security practices of Client that are communicated to Revelwood in writing.

1.4 Each Deliverable provided by Revelwood shall be subject to Client's acceptance (in Client's reasonable discretion) in accordance with the acceptance process set forth in the applicable SOW.

## 2 Client Responsibilities; Acceptance Testing

2.1 Client shall:

2.1.1 be responsible for the timely performance of its responsibilities as set forth in each SOW, including providing all equipment, hardware, software and access required thereunder;

2.1.2 cooperate with Revelwood and, if relevant, provide Revelwood with such access to Client's personnel, Client's premises, and such office accommodation and other facilities as may reasonably be requested by Revelwood for the purposes of performing the Services;

2.1.3 respond promptly to any Revelwood request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Revelwood to perform Services in accordance with the requirements of this Agreement and each SOW;

2.1.4 provide such Client data, materials and information as Revelwood may reasonably request in order to carry out the Services in a timely manner, and ensure that it is complete and accurate in all material respects;

2.1.5 obtain all necessary consents from third parties to authorize and enable Revelwood to perform the Services hereunder; and

2.1.6 not download, install, or otherwise export or re-export the Deliverables, or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, Client shall not export or re-export, directly or indirectly, the Deliverables into any country prohibited by the United States Export Administration Act and regulations thereunder. Client shall indemnify, defend and hold harmless Revelwood and its directors, officers, employees and agents from and against any and all Losses (as defined in Section 6.1) resulting directly and proximately from any breach by Client of its obligations under this Section 2.1.6.

If Revelwood's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Revelwood shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

2.2 Client shall promptly test and accept the Services and Deliverables pursuant to the procedures provided in, or determined pursuant to, the applicable SOW. If Client believes that any Services or Deliverables fail to conform in any material respect to the acceptance criteria based upon the acceptance testing procedures provided in, or determined in accordance with, the applicable SOW, Client shall notify Revelwood thereof in writing during the applicable testing period, and Revelwood shall use commercially reasonable efforts to remedy such material non-conformity or provide an acceptable workaround as soon as reasonably practicable (which shall be done at the billable rates set forth in such SOW). In the event that Revelwood, after repeated attempts, is

unable to remedy or provide an acceptable workaround for such material non-conformity, Client shall have the right to terminate such SOW and receive a refund of any fees paid for the non-conforming portion of the Services or Deliverables that were not accepted by Client. If Client does not send written notice of rejection within the applicable testing period, the Services and Deliverables will be deemed accepted. The foregoing is Client's sole remedy, and Revelwood's sole obligation, with respect to any Services and Deliverables that are not accepted by Client. The foregoing obligations of Revelwood will not apply if the alleged failure to conform is due to (a) a third party product or service not conforming to its technical, functional and performance specifications and criteria, (b) any representation or statement made with respect to such Services or Deliverables by any third party vendor other than Revelwood, or (c) any change made by any person other than Revelwood or at Revelwood's direction, and Revelwood shall have no liability or obligation as a result thereof. The foregoing rights of Client and obligations of Revelwood with respect to any Services or Deliverables shall not survive acceptance of such Services or Deliverables.

### 3 Payment

- 3.1 As compensation for the performance of the Services and all other obligations of, and all rights granted by, Revelwood hereunder, Client shall pay Revelwood the fees set forth in the applicable SOW, including, if specified in such SOW, fees for any pre-packaged modules or templates delivered by Revelwood to Client pursuant to such SOW. Any such pre-packaged modules or templates constitute Pre-Existing Materials (as defined in Section 9.2).
- 3.2 Client shall pay all reasonable travel and living expenses incurred by Revelwood with respect to the Services performed including, but not limited to, airfare, ground transportation, lodging, meals, phone, parking, and incidentals. Any such expenses in excess of \$50 individually or \$500 in the aggregate must be pre-approved by Client. Client shall not be charged for travel time unless such travel is required by Client to take place during normal weekday office hours.
- 3.3 Unless otherwise provided in the applicable SOW, (a) Revelwood shall bill Client in arrears monthly (including for reimbursable expenses), with an invoice being sent on or after the first day of each month covering the previous month, and (b) payment of each invoice shall be due thirty (30) days from date of invoice, except for any amounts disputed by Client in good faith. The parties shall endeavor in good faith to promptly resolve any billing disputes, and Client shall pay all additional amounts due within five (5) days of resolution. All payments hereunder shall be in US dollars. If any amount is not paid to Revelwood when due hereunder, such delinquent amount shall bear interest at the lesser of one and one half (1-1/2%) percent per month or the highest interest rate allowed by applicable law, until paid in full. Revelwood reserves the right to suspend all further work related to the Services upon written notice to Client until all undisputed past due invoices are paid in full.
- 3.4 Client shall be responsible for all applicable sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, local or foreign governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Revelwood's income, revenues, gross receipts, personnel or real or personal property or other assets.

### 4 Representations and Warranties

- 4.1 Each party represents and warrants to the other party that it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder.

- 4.2 Revelwood represents and warrants to Client that:
- 4.2.1 it shall 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, and shall devote adequate resources to meet its obligations under this Agreement;
  - 4.2.2 it shall perform the Services in compliance with all applicable laws, rules and regulations; and
  - 4.2.3 prior to making any Deliverable available to Client, it shall use a leading commercially available virus scanning software to detect any viruses in such Deliverable, and in the event any such viruses are so detected, to remove them.
- 4.3 EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, REVELWOOD DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY WARRANTY OF NON-INFRINGEMENT.

## 5 LIMITATIONS ON LIABILITY

- 5.1 EXCEPT AS PROVIDED IN SECTION 5.3 BELOW, REVELWOOD'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOW FOR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER OR THEREUNDER, WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT TO REVELWOOD PURSUANT TO THE APPLICABLE SOW IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 5.2 EXCEPT AS PROVIDED IN SECTION 5.3 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 5.3 The exclusions and limitations in Section 5.1 and Section 5.2 shall not apply to (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 9; (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 10; (c) a party's indemnification obligations under this Agreement; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 16.

## 6 Indemnification

- 6.1 Revelwood shall indemnify, defend and hold harmless Client and its directors, officers, employees and agents from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") resulting directly and proximately from any third party claim, suit or proceeding arising out of or resulting from a claim that any Deliverables provided to Client pursuant to an SOW infringe or misappropriate any United States patent or copyright of such third party. In the event that Revelwood believes that an infringement or misappropriation has occurred or may occur, Revelwood may, at its option and expense, (a) obtain the right for Client to use the affected Deliverables, (b) replace or modify the affected Deliverables to be non-infringing, or (c) terminate this Agreement or the applicable SOW and refund to Client a prorated share of the applicable compensation paid to Revelwood for the affected Deliverables. This prorated refund shall be calculated based on a straight-line amortization over a five (5) year period. Revelwood shall have no liability or obligation under this Section 6.1 to Client with respect to any claim of infringement or misappropriation to the extent based upon (i) any documents, data, know-how, methodologies, software, or other materials provided to Revelwood by Client, or compliance by Revelwood with any instructions, designs, plans, or specifications provided by Client; (ii) use of the Deliverables by Client in combination with materials, devices or products not provided by Revelwood under this Agreement or specified by Revelwood in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; (iii) use of the Deliverables by Client in an application or environment for which such Deliverables were not designed or contemplated to the extent the infringement would have been avoided by using the Deliverables in the correct environment; (iv) modification of the Deliverables by or on behalf of Client other than at the direction of Revelwood, to the extent the infringement would not have occurred but for the modification; (v) any third party software provided to Client by Revelwood; or (vi) any Deliverable consisting of a modification, customization or configuration by Revelwood of any third party software if the infringement was due to Client's use of other than the most current version of such third party software if use of the Deliverables in connection with the most-current version would not have been infringing, and Client has been notified of the possibility of such infringement. This Section states Revelwood's sole liability and Client's exclusive remedy for intellectual property infringement.
- 6.2 Each party shall indemnify, defend and hold harmless the other party and its directors, officers, employees and agents from and against any and all Losses resulting directly and proximately from any third party claim, suit or proceeding arising out of or resulting from (a) the death or bodily injury of any person caused by the gross negligence or willful misconduct of the indemnifying party's employees and/or agents; or (b) the damage, loss or destruction of any real or tangible personal property caused by the gross negligence or willful misconduct of the indemnifying party's employees and/or agents; provided, however, that the indemnifying party shall have no obligation for any of the foregoing to the extent any such Loss results directly and proximately from any indemnified party's gross negligence or willful misconduct.
- 6.3 The party seeking indemnification under any provision of this Agreement shall promptly notify the indemnifying party in writing of any claim for indemnification upon becoming aware of facts entitling it to indemnification hereunder; provided, however, that any failure to provide such prompt written notice shall not diminish the indemnifying party's obligation hereunder unless, and only to the extent that, such failure prejudices the indemnifying party's ability to defend the claim. The indemnifying party shall have sole control of the defense and settlement of any indemnification claim made under this Agreement; provided, however, that the indemnified party may monitor the defense of the claim with counsel of its own choosing and its own expense. The indemnifying party shall not settle any claim in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party shall cooperate in all reasonable respects with the indemnifying

party (at the indemnifying party's expense) in the investigation, defense and settlement of all indemnification claims.

## 7 Non-Solicitation

- 7.1 During the term of each SOW and for a period of one hundred eighty (180) days after the expiration or termination thereof, Revelwood shall not, directly or indirectly, in any manner, without the prior written consent of Client, solicit or induce for employment, or engage as an independent contractor, any employee of Client with whom Revelwood worked directly in connection with performance of the Services under such SOW. During the term of each SOW and for a period of one hundred eighty (180) days after the expiration or termination thereof, Client will not, directly or indirectly, in any manner, without the prior written consent of Revelwood, solicit or induce for employment, or engage as an independent contractor, any employee or independent contractor of Revelwood who performed, or supervised the performance of Services under such SOW. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 7.1, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 7.1.
- 7.2 If either party breaches Section 7.1, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one (1) year's base salary or the annual fee that was payable by the claiming party to that employee or independent contractor, plus the recruitment costs incurred by the non-breaching party in replacing such person.

## 8 Term and Termination

- 8.1 This Agreement shall commence on the date hereof and shall continue in full force and effect until terminated as herein provided. Termination of this Agreement will automatically terminate each outstanding SOW without any further action by the parties.
- 8.2 This Agreement or any SOW may be terminated at any time:
- 8.2.1 By either party, immediately upon written notice to the other party if such other party materially breaches of any provision of this Agreement or any SOW and such other party does not cure such breach within thirty (30) days after receipt of such written notice; provided that notwithstanding the foregoing, Revelwood may terminate this Agreement or any applicable SOW upon written notice to Client if Client fails to pay any undisputed amount when due hereunder (a) and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment, or (b) three (3) or more times in any twelve (12) month period;
- 8.2.2 By either party if the other party (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within forty-five (45) days or is not dismissed or vacated within forty-five (45) days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has 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;
- 8.2.3 By either party without cause, upon thirty (30) days' prior written notice to the other party, unless otherwise expressly provided in a SOW; provided that Revelwood shall not

terminate (a) any SOW without cause, or (b) this Agreement without cause at any time when any SOW is still in effect; or

8.2.4 By Revelwood, in accordance with Section 6.1.

8.3 Upon the termination of this Agreement for any reason and full payment by Client to Revelwood for all Services rendered through the termination date, Revelwood shall deliver all Deliverables (whether complete or incomplete), and all equipment, tools, identification cards, security passes and other material owned by Client furnished to Revelwood to facilitate the performance of Services.

8.4 Sections 3, 4.3, 5, 6, 7, 8.3, 8.4, 9, 10, 12 – 17, 19 and 20, and any other right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. Notwithstanding any termination of this Agreement or an SOW, Client shall remain responsible for paying Revelwood all compensation accrued and owing to Revelwood prior to the date of termination of this Agreement or the applicable SOW and all reimbursable expenses incurred by Revelwood prior to such date.

## 9 Proprietary Rights

9.1 Except as set forth in Sections 9.2 and 9.4, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all intellectual property rights therein. Subject to Sections 9.2 and 9.4, Revelwood agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Client. Subject to Sections 9.2 and 9.4, to the extent that any of the Deliverables do not constitute a "work made for hire," Revelwood hereby irrevocably assigns to Client, without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Except as otherwise provided in the applicable SOW, Client shall use the Services only for Client's and its affiliates' internal business purposes, not for resale or otherwise for the benefit of third parties. Client hereby grants Revelwood a perpetual, fully paid-up royalty-free, worldwide license to use, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any portion of the Deliverables in which Client owns the intellectual property rights (other than Client Functionality as defined in Section 9.3 and any portion thereof that contains Confidential Information of Client) for any and all purposes.

9.2 Notwithstanding anything to the contrary in Section 9.1 or otherwise in this Agreement, Revelwood and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials (as defined below), including all intellectual property rights therein. Revelwood hereby grants Client a limited, perpetual, royalty-free, non-sublicenseable, non-exclusive worldwide license to use, display and reproduce any Pre-Existing Materials to the extent incorporated in any Deliverables solely to the extent reasonably required in connection with Client's receipt or use of such Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Revelwood. For purposes hereof, "Pre-Existing Materials" shall mean all documents, data, know-how, methodologies, software, pre-packaged modules, tools, templates, training and other materials, including computer programs, reports and specifications, provided by or used by Revelwood in connection with performing the Services, in each case developed or acquired by Revelwood prior to the commencement or independently of this Agreement. Client acknowledges that Revelwood may draw upon its library of existing deployments in performing the Services, and all such materials shall be Pre-Existing Materials.

9.3 Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to all documents, data, software and other materials provided to Revelwood by Client (collectively, “Client Materials”), including all intellectual property rights therein. Client Materials shall also include functionality developed by Revelwood for Client that is included in a Deliverable that is specific to Client’s business (“Client Functionality”) and that is identified as Client Functionality in the applicable SOW. Revelwood shall have no right or license to use any Client Materials (including Client Functionality) except solely during the term of this Agreement to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. Upon the reasonable request of Client, Revelwood shall execute and deliver appropriate instruments of conveyance as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to Client Functionality.

9.4 Notwithstanding anything to the contrary in this Agreement, Revelwood will not be prevented from using in its business any general ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performing the Services, subject to the terms of Section 10.

## 10 Confidential Information

10.1 Each party (the “Recipient”) shall keep confidential any Confidential Information (as defined below) of the other party (the “Discloser”) disclosed by the Discloser to the Recipient, shall only use such Confidential Information for purposes of performing its obligations under this Agreement or using any Services or Deliverables, shall use at least the same degree of care to protect such Confidential Information as the Recipient uses to protect its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care), shall disclose such Confidential Information only to those of the Recipient’s officers, directors, employees, independent contractors, vendor partners, agents and professional advisors with a need to know such Confidential Information, and shall ensure that such officers, directors, employees, independent contractors, vendor partners, agents and professional advisors are bound by obligations of confidentiality at least as protective of those set forth in the Section 10.

10.2 “Confidential Information” shall mean any information, whether oral, written or electronic, that is treated as confidential by a party, including, without limitation, trade secrets, technology, financial information and other information pertaining to business operations and strategies, and information pertaining to customers, employees, pricing, and marketing. Confidential Information shall not include information that (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Discloser; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Discloser; or (d) is received by the Recipient from a third party who is not under any obligation to the Discloser to maintain the confidentiality of such information.

10.3 Notwithstanding anything to the contrary in this Section 10, the Recipient may disclose the Discloser’s Confidential Information if required to do so by applicable law, court order or other compulsory legal process; provided, however, that the Recipient promptly notifies the Discloser in writing regarding the disclosure requirement (to the extent permitted to do so under applicable law), and cooperates in all reasonable respects with any lawful actions by the Discloser (at the Discloser’s cost and expense) to limit the disclosure.

10.4 The Recipient’s confidentiality obligations with respect to each item of Confidential Information shall survive for a period of three (3) years from the date the Discloser first disclosed such item of Confidential Information to the Recipient; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law) of the Discloser,



such obligations of non-disclosure will survive for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- 10.5 Upon the request of the other party, each party shall return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; provided, however, that Revelwood may retain copies of Confidential Information of Client contained in its work product, including in the Deliverables (solely for archival purposes), subject to the terms of this Section 10, and Client may retain copies of Confidential Information of Revelwood incorporated in the Deliverables to the extent necessary to allow it to make full use of such Deliverables, subject to the terms of this Section 10. Notwithstanding the foregoing, Revelwood may retain copies of Confidential Information of Client that are stored on the Revelwood's IT backup and disaster recovery systems until the ordinary course deletion thereof, subject to the terms of this Section 10.

## 11 Insurance

- 11.1 During the term of this Agreement, Revelwood shall, at its own expense, maintain and carry at least the following types and amounts of insurance coverage with financially sound and reputable insurers:

11.1.1 Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

11.1.2 Worker's Compensation and Employers' Liability with limits no less than the greater of (a) \$1,000,000, or (b) the minimum amount required by applicable law;

11.1.3 Commercial Automobile Liability with no less than \$1,000,000, combined single limit;

11.1.4 Errors and Omissions/Professional Liability with a limit no less than \$1,000,000 in the aggregate; and

11.1.5 Umbrella Liability with limits of \$4,000,000 per occurrence and aggregate in excess of the limits in Sections 11.1.1, 11.1.2 and 11.1.3 above.

- 11.2 Upon the written request of Client, Revelwood shall provide Client with a copy of a certificate of insurance evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Client as an additional insured with respect to the Commercial General Liability insurance. This Section 11 shall not be construed in any manner as waiving, restricting, or limiting the liability of Revelwood for any obligations imposed under this Agreement.

## 12 Injunctive Relief

- 12.1 Each party acknowledges that a breach by a party of Section 7, Section 9, or Section 10 may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13 Assignment and Subcontracting

- 13.1 Revelwood may delegate or subcontract any of its obligations, and/or assign its right to payment hereunder, to a third party without the consent of Client. Neither party may assign or transfer this Agreement or any SOW without the other party's written consent (which consent shall not be unreasonably withheld or delayed); provided that, upon written notice to (but without consent of) the other party, either party may assign this Agreement and all SOWs to a successor of all or substantially all of the equity or assets of such party through merger, reorganization, consolidation or acquisition. Any attempted assignment or transfer in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14 Notices

- 14.1 All notices under this Agreement must be given in writing and delivered either by hand, e-mail (receipt confirmed in the case of notices of breach, notices of termination or non-acceptance of Deliverables), certified mail (return receipt requested, postage pre-paid), or nationally recognized overnight delivery service (all delivery charges pre-paid). Notices from Revelwood to Client shall be provided to the contact information Revelwood has on file for Client. Notices from Client to Revelwood shall be provided to Revelwood at 25B Vreeland Road, Suite 111, Florham Park, New Jersey 07932, attention: Vice President, Operations, or if by email, to [contracts@revelwood.com](mailto:contracts@revelwood.com). All such notices shall be effective only if (a) the receiving party has received the notice; and (b) the party giving the notice has complied with the requirements of this Section. The above addresses/contact information may be changed at any time by giving prior written notice as provided above.

15 Severability

- 15.1 Should any provision of this Agreement or SOW or part thereof be held under any circumstances in any jurisdiction to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision. Upon a determination that any provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement or such SOW to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16 Governing Law; Jurisdiction; Legal Fees

- 16.1 This Agreement shall be governed and interpreted in accordance with the laws in effect in the State of New Jersey, without regard to principles of conflicts of laws. The parties hereto consent to the sole and exclusive jurisdiction of the Superior Court of the State of New Jersey for the County of Morris and the United States District Court for the District of New Jersey for all purposes in connection with this Agreement, including but not limited to the enforcement and interpretation hereof. The parties submit to personal jurisdiction in said courts and waive any defenses regarding venue or *forum non conveniens*. The prevailing party in any action shall, in addition to damages, be entitled to its reasonable attorneys' fees and disbursements.

17 Entire Agreement

- 17.1 This Agreement, including all SOWs, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior contemporaneous or other oral or written

statements, representations or agreements by or between the parties with respect to the subject matter hereof are hereby superseded.

18 Force Majeure

18.1 Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder (other than payment obligations) when and to the extent such failure is due to causes beyond its reasonable control including, without limitation, industrial or labor disputes of whatever nature, fire, power loss, telecommunications failure, acts of God, hostilities, emergencies, pandemics, the unavailability of third party products, utility or Internet service provider failure or delay, or other force majeure event.

19 Modification; Waiver

19.1 The version of this Agreement that applies to any executed or accepted SOW cannot be changed or modified except by an instrument in writing signed by the parties that states that it is an amendment to such version of this Agreement. Notwithstanding the foregoing, Revelwood may revise and create updated versions of this Agreement from time to time, but each such updated version shall only apply to SOWs executed or accepted while such updated version is in effect. All waivers of any rights under this Agreement must be in writing and signed by the party against whom the waiver will be enforced. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20 Relationship of the Parties

20.1 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.