REVELWOOD AI CONNECTOR FOR ADAPTIVE TERMS OF SERVICE

Last Updated: October 27, 2026

PLEASE READ THIS TERMS OF SERVICE AND END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, ACCESSING, OR USING THE REVELWOOD AI CONNECTOR FOR ADAPTIVE (“MCP” or “CONNECTOR”) OR ASSOCIATED CLOUD SERVICES.

THIS AGREEMENT IS A LEGAL AND BINDING CONTRACT BETWEEN REVELWOOD INC., A NEW JERSEY CORPORATION WITH OFFICES AT 25B VREELAND ROAD, SUITE 111, FLORHAM PARK, NJ 07932 ("REVELWOOD," "COMPANY," "WE," "US," OR "OUR") AND THE ENTITY OR INDIVIDUAL ACCEPTING THESE TERMS ("CUSTOMER," "LICENSEE," "YOU," OR "YOUR"). BY DOWNLOADING, INSTALLING, EXECUTING, ACCESSING, OR USING THE SOFTWARE OR CLOUD SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL, ACCESS, OR USE THE SOFTWARE OR SERVICES.

1. DEFINITIONS

- **"Authorized User"** means an individual employee, contractor, or agent of Customer who is authorized by Customer to access and use the Software or Service under Customer's account and within Customer's validated email domain(s).
- **"Beta Services"** means any pre-release, pilot, preview, evaluation, experimental, or beta features, modules, capabilities, or connectors made available by Revelwood within the Software or Cloud Service.
- **"Cloud Service"** means the multi-tenant hosted service, OAuth authentication servers, and connection endpoints operated and maintained by Revelwood in its cloud environment to facilitate integration between Large Language Models ("LLMs") and Adaptive From Workday.
- **"Customer Data"** means any proprietary data, credentials, queries, inputs, or database records belonging to Customer or processed through Customer's Adaptive From Workday environment.
- **"Local Deployment"** means the binary executable, container, or software package provided by Revelwood for download and installation on servers, desktops, or cloud infrastructure controlled and managed directly by Customer.
- **“Connector” or "Software"** means Revelwood’s proprietary Model Context Protocol software package designed to interface LLMs with Adaptive From Workday, including both Local Deployment binaries and Cloud Service endpoints.
- **"User Metadata"** means limited administrative information stored by Revelwood strictly for identity verification, OAuth authentication, and access

management, consisting solely of Authorized User email addresses and authorized domain names.

2. SCOPE OF AGREEMENT & LICENSING OPTIONS

This Agreement governs Customer's use of the Connector under either or both of the following deployment models:

2.1. Local Deployment (End User License Grant)

Subject to Customer’s compliance with the terms and conditions of this Agreement, Revelwood grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to download, install, and execute the Local Deployment software solely on infrastructure owned, leased, or controlled by Customer for Customer's internal business evaluation and operational connectivity with Adaptive From Workday.

2.2. Cloud-Hosted Deployment (Terms of Service)

Subject to Customer’s compliance with this Agreement, Revelwood grants Customer a non-exclusive, non-transferable, revocable right to access and use the Cloud Service, including Revelwood’s multi-tenant MCP connection endpoints and OAuth authentication servers, solely for Customer's internal business operations.

2.3. Restrictions on Use

Customer shall not, and shall not permit any third party to:

a) Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying algorithms of the Software or Cloud Service;

b) Modify, adapt, translate, or create derivative works based upon the Connector;

c) Rent, lease, sublicense, sell, distribute, time-share, or provide software-as-a-service (SaaS) or bureau services using the Connector for unauthorized third parties;

d) Circumvent, disable, or interfere with security, authentication, or access-control measures of the Cloud Service or OAuth servers;

e) Remove, alter, or obscure any proprietary, copyright, or trademark notices affixed to or contained within the Software or Cloud Service;

f) Deploy automated loops, recursive agentic scripts, or volume patterns that generate excessive query volumes designed to, or having the effect of, degrading the stability of Revelwood's multi-tenant Cloud Service;

g) Use the Software or Cloud Service to benchmark performance, conduct competitive analysis, or assist in developing a competing Connector or integration connector.

2.4. Multi-Tenant Fair Use and Throttling

To protect the performance and availability of the Cloud Service for all tenants, Revelwood reserves the right to establish reasonable concurrency caps, rate limits,

and bandwidth thresholds. Revelwood reserves the right, in its sole discretion and without liability, to throttle, queue, or temporarily suspend access for any Authorized User or customer domain whose request patterns exceed standard operational baselines or threaten system integrity.

3. BETA SERVICES AND PRE-RELEASE FEATURES

3.1. Designation and Participation

Revelwood may, from time to time, invite Customer to try, or make available within the Software or Cloud Service, features, tools, connectors, or options identified as beta, pilot, preview, evaluation, experimental, or by similar designation ("Beta Services"). Customer’s access to and use of any Beta Services is entirely voluntary and optional.

3.2. Nature of Beta Offerings

a) Customer acknowledges and agrees that:

b) Beta Services are pre-release, experimental in nature, and have not been fully tested or hardened for commercial production use;

c) Beta Services may contain bugs, defects, latency, or errors and may not operate uninterrupted;

d) Revelwood has no obligation to maintain, support, update, or provide bug fixes for any Beta Services;

e) Revelwood reserves the right, in its sole discretion and without prior notice or liability, to modify, suspend, throttle, or permanently discontinue any Beta Service at any time;

f) Beta Services may never be incorporated into a generally available commercial release.

3.3. "AS IS" Beta Warranty Disclaimer

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. REVELWOOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT REGARDING BETA SERVICES.

3.4. Beta Feedback

If Customer tests or provides input, comments, telemetry, or recommendations regarding Beta Services, such submissions constitute Feedback subject to Section 6.2 of this Agreement.

4. DATA ARCHITECTURE, PRIVACY, AND SECURITY

4.1. Pass-Through Architecture & Data Handling

Customer acknowledges and agrees that Revelwood's Cloud Service operates strictly as a real-time pass-through routing connection between Customer's designated Large Language Model (LLM) and Customer's Adaptive From Workday database. Revelwood's infrastructure and servers:

a) Do NOT store, log, cache, or retain any Personally Identifiable Information (PII), with the sole exception of User Metadata strictly necessary for authentication as outlined in Section 4.2;

b) Do NOT store, log, cache, or retain any prompts, completion texts, database contents, financial data, or transactional queries moving between the LLM and Adaptive From Workday;

c) Do NOT store or retain Customer's underlying Adaptive From Workday API passwords or service credentials.

4.2. Metadata Collection & Scope

Revelwood's data retention in connection with the Cloud Service and OAuth servers is strictly limited to User Metadata (authorized user email addresses and domain names) necessary to authenticate logins, maintain access control, and enforce subscription scope. Revelwood will not sell, rent, or lease User Metadata to third parties.

4.3. Customer Data Responsibilities

Customer retains sole responsibility for:

a) The accuracy, quality, integrity, and legality of all Customer Data transmitted through the Connector;

b) Maintaining secure backups of all underlying Adaptive From Workday databases and LLM configurations;

c) Ensuring that Customer's use of LLM services and Adaptive From Workday complies with Customer's internal data security policies and applicable privacy regulations.

4.4. AI Interaction, Non-Determinism, and Execution Risks

Customer acknowledges that the Software functions strictly as a Model Context Protocol ("MCP") integration conduit connecting Customer's chosen Large Language Model ("LLM") to Customer's Adaptive From Workday environment. Customer expressly understands and agrees that:

a) Non-Deterministic Outputs: LLMs generate probabilistic, non-deterministic responses and are prone to operational errors, inaccuracies, context drift, and hallucinations. Revelwood does not generate, curate, or validate any LLM prompts, completions, or function calls.

b) Tool Calling & Database Actions: If Customer configures the Connector to grant read, write, update, or transactional execution capabilities within Adaptive From Workday, Customer assumes sole responsibility for all actions initiated, parameters supplied, and data modifications committed by the LLM.

c) Human-in-the-Loop: Customer is solely responsible for implementing adequate verification mechanisms, permission tiers, and human-in-the-loop review processes before relying on or committing any financial figures, forecasts, assumptions, or database modifications routed via the Connector.

4.5. Third-Party Platform Dependencies & Independent Status

a) Independent Operation: Revelwood is an independent software provider. Revelwood is not affiliated with, sponsored by, endorsed by, or an authorized partner of Workday, Inc. or any third-party LLM provider (such as Anthropic, OpenAI, Microsoft, or Google) unless expressly stated in a separate written agreement. "Workday" and "Adaptive From Workday" are registered trademarks of Workday, Inc.

b) External API & Service Dependencies: The functionality of the Software depends on the ongoing availability, operational stability, and API integrity of Adaptive From Workday and Customer's third-party LLM providers. Revelwood disclaims any liability for Software failure, latency, or feature deprecation resulting from:

- Changes, deprecations, rate limits, or updates to Workday's APIs, schemas, or authentication protocols;
- Outages, latency, token limits, or policy changes imposed by Customer's LLM vendor; or
- Suspension or termination of Customer's underlying subscription accounts with Workday or any AI service provider.

5. OAUTH AUTHENTICATION & ACCOUNT ACCESS

5.1. Account Security

To utilize the Cloud Service or OAuth servers, Customer must register authorized domain names and individual email credentials. Customer is responsible for maintaining the confidentiality of all authentication tokens, API keys, and account credentials associated with its Authorized Users.

5.2. Unauthorized Access

Customer agrees to notify Revelwood immediately upon discovering any unauthorized access to, or use of, Customer's authentication credentials or the Cloud Service. Revelwood reserves the right to suspend any credential or domain access that it reasonably suspects of being compromised or used in violation of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Ownership

Revelwood retains all right, title, and interest (including all patent, copyright, trade secret, trademark, and other intellectual property rights) in and to the MCP Server, Local Deployment binaries, Cloud Service architecture, OAuth server software, and any associated documentation. This Agreement grants Customer no ownership rights in or to the Software or Cloud Service.

6.2. Feedback

If Customer or its Authorized Users provide Revelwood with suggestions, feedback, enhancement requests, or bug reports regarding the Software or Cloud Service ("Feedback"), Customer hereby assigns to Revelwood all right, title, and interest in and to such Feedback without restriction or obligation of compensation.

7. TERM, TERMINATION, AND SUSPENSION

7.1. Term

This Agreement commences on the date Customer first downloads the Local Deployment or accesses the Cloud Service and remains in effect until terminated in accordance with this Section.

7.2. Termination

Either party may terminate this Agreement at any time:

a) Immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice;

b) Immediately by Revelwood if Customer violates the license grants or usage restrictions set forth in Section 2.

7.3. Effect of Termination

Upon termination or expiration of this Agreement:

a) All rights and licenses granted to Customer shall immediately terminate;

b) Customer shall immediately cease all use of the Cloud Service and OAuth servers;

c) For Local Deployments, Customer shall immediately uninstall and permanently delete all copies of the Connector from its systems and, upon request, certify such deletion in writing;

d) For Cloud Deployments, Revelwood will revoke account access and delete Customer's User Metadata from Revelwood’s active authentication servers.

8. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE, LOCAL DEPLOYMENTS, CLOUD SERVICES, AND OAUTH AUTHENTICATION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REVELWOOD EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. REVELWOOD DOES NOT WARRANT THAT THE SOFTWARE OR CLOUD SERVICE WILL BE

UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT IT WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

9. LIMITATION OF LIABILITY

9.1. Consequential Damages Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REVELWOOD, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, CORRUPTION OF FINANCIAL MODELS OR BUDGET RECORDS, LOSS OF FORECAST ACCURACY, RELIANCE ON UNVERIFIED AI CALCULATIONS, BUSINESS INTERRUPTION, OR GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE SOFTWARE OR CLOUD SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF REVELWOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Cap on Direct Liability

REVELWOOD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, OR THE CLOUD SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CUSTOMER TO REVELWOOD FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS ($100.00 USD).

10. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless Revelwood, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with:

a) Customer's breach of this Agreement;

b) Customer's misuse of the Software or Cloud Service;

c) Any third-party claim that Customer Data or Customer's LLM interactions infringe or violate the intellectual property or privacy rights of a third party;

d) Any third-party claim or regulatory inquiry arising from inaccurate, unauthorized, or corrupted financial data, forecasts, or database alterations committed to Customer's Adaptive From Workday instance through Customer's LLM configurations.

11. GENERAL PROVISIONS

11.1. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, USA, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts located in New Jersey, and each party irrevocably submits to the personal jurisdiction of such courts.

11.2. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be reformed or modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

11.3. Entire Agreement

This Agreement constitutes the entire agreement between Customer and Revelwood concerning the subject matter hereof and supersedes all prior or contemporaneous communications, proposals, representations, or agreements, whether oral or written.

11.4. Modifications to Terms

Revelwood reserves the right to modify these terms at any time by publishing updated terms on its website. Customer's continued use of the Software or Cloud Service following the posting of updated terms constitutes acceptance of those changes.

11.5. Export Compliance and Sanctions

The Software, Local Deployment binaries, and associated technology are subject to the export control and economic sanctions laws and regulations of the United States, including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce and sanctions administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. Customer represents, warrants, and covenants that:

a) It is not located in, organized under the laws of, or resident in any country or territory subject to comprehensive U.S. trade embargoes (including, but not limited to, Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, or Luhansk regions of Ukraine);

b) It is not listed on, nor owned or controlled by any entity on, any U.S. government list of prohibited or restricted parties, including OFAC’s Specially Designated Nationals (SDN) list; and

c) It will not download, export, re-export, transfer, or deploy the Local Deployment software or Cloud Service, directly or indirectly, in violation of any applicable export control or sanctions laws.

11.6. Contact Information

For any legal inquiries, notices, or questions regarding this Agreement, please contact:

Revelwood Inc.

Attn: Legal Department
25B Vreeland Road, Suite 111
Florham Park, NJ 07932
Email: legal@revelwood.com