

Revomo SaaS Subscription Agreement

Series 2026 | Effective September 2026

Revomo SaaS Subscription Agreement

This Software as a Service (SaaS) Agreement (the “Agreement” or “Subscription”) is entered into as of the date last signed below (the “Effective Date”), by and between:

Revomo, LLC (“Licensor”), and

the entity identified in the Order Form (“Subscriber”).

Each of Licensor and Subscriber shall be referred to individually as a “Party” and collectively as the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

- “Agreement” means these terms and conditions, together with the Exhibits attached hereto, any applicable Order Form(s), and any written amendments signed by both Parties.
- “Aggregated Data” means data derived from Subscriber Data or from Subscriber’s use of the Service, in aggregated and/or de-identified form, that does not identify Subscriber, its Authorized Users, or any individual.
- “Application” means the cloud-based software application(s) developed and provided by Licensor to which Subscriber is granted access under this Agreement.
- “Authorized Users” means Subscriber’s employees and independent contractors who are authorized by Subscriber to access and use the Service for Subscriber’s internal business purposes and who agree to comply with the terms of this Agreement.
- “Billing Start Date” means the date specified in the applicable Order Form on which billing for the Service commences, which shall not be later than the Service Start Date.
- “Confidential Information” means confidential or proprietary information of a Party that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.
- “Feedback” means comments, suggestions, ideas, or other feedback Subscriber provides to Licensor regarding the Service.
- “Fees” means the subscription fees and any other charges payable by Subscriber to Licensor, as set forth in Section 3 and the applicable Order Form.
- “Order Form” means a written order form executed by both Parties that sets forth the commercial terms of Subscriber’s subscription, including the Services, Fees, Term, and any usage limits.
- “Renewal Term” means each successive one-year renewal period following the Initial Term, as set forth in Section 13.
- “Service” means the subscription-based access to and use of the Application, including any updates, enhancements, or modifications made available by Licensor during the Term.
- “Service Start Date” means the date Subscriber first receives access to the Service, as set forth in the applicable Order Form.
- “Subprocessors” means third-party service providers Licensor engages to assist in providing the Service, including cloud hosting, infrastructure, analytics, and support services.
- “Subscriber Data” means data, content, and materials Subscriber or its Authorized Users submit to, store in, or transmit through the Service.
- “Term” means the subscription period set forth in the applicable Order Form, including any renewal terms.

2. License to Receive the Service

Grant. Licensor grants Subscriber a limited, non-exclusive, non-transferable license, during the Term, to access and use the Service through the Application, solely for Subscriber’s internal business purposes, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Service not expressly granted hereunder are reserved to Licensor.

Scope. The license granted to Subscriber is limited to the Service as described in the applicable Order Form. Subscriber may access the Service via supported web browsers, APIs, or mobile applications. Except as

expressly permitted in this Agreement, Subscriber shall not distribute, resell, or otherwise provide the Service to any third party. Nothing in this Agreement obligates Licensor to continue offering any Service beyond the date Licensor discontinues such Service generally.

Restrictions on Use. Subscriber shall not edit, alter, abridge, or otherwise change in any manner the content of the Service, including all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:

- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Application or Service, except to the extent permitted by applicable law;
- modify, translate, adapt, alter, or create derivative works from the Service;
- copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease, or otherwise exploit the Service; or
- sublicense, rent, lease, loan, or otherwise grant any third party access to or use of the Service.

3. Fees and Payment

Fees and Payment. In exchange for the license granted above, commencing on the Billing Start Date, Subscriber shall pay Licensor the Fees set forth in the applicable Order Form. Fees shall be payable annually in advance. Fees are based on the Services and usage limits (including number of Authorized Users) specified in the Order Form. Subscriber agrees to promptly notify Licensor of any increases in usage that exceed the limits in the Order Form, and Licensor may invoice Subscriber for such overages at the then-current rates. All payment obligations are non-cancelable and, except as expressly provided in this Agreement, Fees paid are non-refundable.

Taxes. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities (including value-added, sales, use, withholding, or similar taxes), and Subscriber shall be responsible for payment of all such amounts, excluding taxes based on Licensor's net income. If Licensor is legally obligated to collect or pay any such taxes, the amount will be invoiced to Subscriber unless Subscriber provides a valid tax exemption certificate.

Late Payment. Any undisputed amounts not paid when due will bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the original due date until paid in full. Subscriber will reimburse Licensor for reasonable costs of collection, including attorneys' fees.

Renewal Pricing. Licensor may adjust Fees for any Renewal Term by providing Subscriber written notice at least sixty (60) days prior to the end of the then-current Term. Unless Subscriber provides timely notice of non-renewal as set forth in Section 13, the adjusted Fees will apply to the Renewal Term.

4. Access

Access. Licensor will make the Service available to Subscriber as of the Service Start Date specified in the Order Form. The Service will be deemed accepted upon the Service Start Date. Updates, enhancements, bug fixes, and upgrades provided by Licensor during the Term will be automatically included in the Service and deemed accepted upon delivery.

5. Customer Data

Ownership. As between the Parties, Subscriber retains all right, title, and interest in and to Subscriber Data. Subscriber grants Licensor a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, display, and otherwise use Subscriber Data solely as necessary to provide, support, secure, and improve the Service and to perform Licensor's obligations under this Agreement.

Aggregated and De-Identified Data. Notwithstanding the foregoing, Licensor may collect, generate and use Aggregated Data to operate, support, secure and improve the Service; to develop new products, services, features and analytics; to produce anonymized industry benchmarks and research; to train and improve models; and for marketing. Aggregated Data will be processed only in a form that does not identify, and cannot reasonably be used to identify, Subscriber, any Authorized User, any individual, or any individual customer, transaction or price. Licensor will not attempt to re-identify Aggregated Data, will not disclose Aggregated Data

in any form that reveals Subscriber's identity or Subscriber's confidential pricing, and will maintain commercially reasonable measures to keep such data de-identified.

Return and Deletion. Within thirty (30) days following expiration or termination of this Agreement, Subscriber may request, in writing, a copy of its then-current Subscriber Data in a commercially reasonable format. After such period, Licensor may delete Subscriber Data from active systems in the ordinary course, subject to applicable backup retention schedules and legal hold obligations.

6. Security

Licensor will maintain a written information security program designed to protect the confidentiality, integrity, and availability of Subscriber Data, including administrative, physical, and technical safeguards appropriate to the nature of the Service. Without limiting the foregoing, Licensor will encrypt Subscriber Data in transit and at rest using industry-standard methods, restrict access on a need-to-know basis, and conduct regular security testing of its systems.

Incident Notification. Licensor will notify Subscriber without undue delay after confirming a security incident that results in the unauthorized access to, acquisition of, or disclosure of Subscriber Data. Such notice will include the information reasonably available to Licensor at the time and will be supplemented as additional information becomes known. Licensor's notification of, or response to, a security incident is not an acknowledgment of fault or liability.

7. Subprocessors; Data Protection

Subprocessors. Licensor may engage Subprocessors to assist in providing the Service. Licensor will impose data protection obligations on each Subprocessor substantially consistent with those set forth in this Agreement and will remain responsible for each Subprocessor's performance of those obligations. Licensor will make a current list of Subprocessors available to Subscriber upon written request. Where Exhibit C applies, notice of, and objection to, new Subprocessors are governed by Exhibit C.

Data Protection Addendum. To the extent Licensor processes personal data (as defined under applicable data protection laws, including the GDPR and the California Consumer Privacy Act, as amended) on behalf of Subscriber in connection with the Service, such processing is governed by the Data Processing Addendum attached as Exhibit C, which is executed by the Parties and forms part of this Agreement.

8. Copyright Protection; Use Restrictions; Security

Subscriber agrees that the Service is the property of Licensor or its licensors and is protected by applicable intellectual property laws.

Access to the Service is limited to Authorized Users, and Subscriber is responsible for ensuring compliance by its Authorized Users.

Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service, except as permitted by applicable law. Subscriber shall not store, copy, reproduce, transmit, distribute, publish, or create derivative works from the Service except as expressly permitted by this Agreement. Limited use of excerpts of the Service in Subscriber's internal business communications is permitted, provided that such use is incidental, non-systematic, and includes appropriate attribution to Licensor. Subscriber may not use the Service in any manner that substitutes for or competes with a subscription to the Service.

Except as expressly set forth in this Agreement, no additional license or intellectual property rights are granted to Subscriber. All rights not expressly granted are reserved by Licensor.

9. Acceptable Use

Subscriber shall not, and shall not permit any Authorized User or third party to, use the Service to (a) violate any applicable law or regulation; (b) infringe or misappropriate any third party's intellectual property, privacy, or other rights; (c) upload, transmit, or store any content that is unlawful, harmful, defamatory, or contains

malicious code; (d) interfere with or disrupt the integrity, security, or performance of the Service; (e) attempt to gain unauthorized access to the Service or related systems; (f) use the Service to develop a competing product or service; or (g) use the Service to send unsolicited commercial communications in violation of applicable law.

10. Disclaimer

THE SERVICE AND ANY RELATED DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LICENSOR AND ITS AFFILIATES AND LICENSORS DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICE WILL MEET SUBSCRIBER’S REQUIREMENTS OR EXPECTATIONS.

11. Indemnification

Subscriber Indemnity. Subscriber, at its expense, will defend, indemnify, and hold Licensor harmless from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (i) Subscriber’s content, data, or materials provided to Licensor; (ii) Subscriber’s use of the Service in violation of this Agreement or applicable law; or (iii) claims that Subscriber Data infringes or misappropriates the intellectual property rights of a third party. Licensor will promptly notify Subscriber of any such claim, and Subscriber will have sole control of the defense and settlement, provided that Licensor may participate at its own expense and Subscriber may not settle any claim without Licensor’s prior written consent if such settlement admits fault or imposes obligations on Licensor.

Licensor Indemnity. Licensor, at its expense, will defend, indemnify, and hold Subscriber harmless from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) alleging that Subscriber’s authorized use of the Service infringes or misappropriates a third party’s intellectual property rights. Licensor will have no obligation under this Section to the extent a claim arises from (i) Subscriber’s use of the Service in violation of this Agreement; (ii) combination of the Service with products, services, or data not provided by Licensor; or (iii) modifications to the Service not made by Licensor. Licensor’s obligations under this Section are conditioned upon Subscriber promptly notifying Licensor of the claim, providing reasonable cooperation, and granting Licensor sole control of the defense and settlement.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR (i) SUBSCRIBER’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (ii) SUBSCRIBER’S PAYMENT OBLIGATIONS, AND (iii) LIABILITY ARISING FROM A PARTY’S BREACH OF CONFIDENTIALITY OBLIGATIONS, DATA SECURITY OBLIGATIONS, OR WILLFUL MISCONDUCT/GROSS NEGLIGENCE, EACH PARTY’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Term

This Agreement shall become effective on the Effective Date and shall continue for the Initial Term specified in the applicable Order Form. This Agreement shall automatically renew for successive one-year Renewal Terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the

then-current Term.

14. Termination and Suspension

Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail (or ten (10) days in the case of any payment default).

Termination for Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party (i) becomes insolvent or unable to pay its debts as they become due; (ii) makes a general assignment for the benefit of creditors; or (iii) becomes subject to any voluntary or involuntary bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days.

Suspension. Licensor may suspend Subscriber's or any Authorized User's access to the Service, in whole or in part, upon notice if Licensor reasonably determines that (i) Subscriber's use poses a security, integrity, or availability risk to the Service or to other customers; (ii) Subscriber's account is overdue and not paid within ten (10) days after written notice; or (iii) suspension is required to comply with applicable law or court order. Licensor will restore access promptly upon resolution of the underlying issue.

Effect of Termination. Upon any expiration or termination of this Agreement, (i) Subscriber's right to access and use the Service will cease; (ii) any unpaid Fees accrued through the effective date of termination will become immediately due and payable; (iii) the Parties will return or destroy each other's Confidential Information except as required by law, backup retention, or to perform obligations that survive termination; and (iv) the provisions identified in the Survival clause will continue in effect. Notwithstanding the foregoing, if Subscriber terminates this Agreement for any reason other than Licensor's uncured material breach, Licensor's insolvency, or a termination under Exhibit B, Section 8 (Chronic Failure), Subscriber shall remain responsible for all Fees owed for the remainder of the then-current Term, which shall become immediately due and payable upon such termination.

15. Confidentiality

Each Party may have access to Confidential Information of the other Party.

The receiving Party agrees to (i) protect the Confidential Information of the disclosing Party with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care, and (ii) not disclose such Confidential Information to any third party except as expressly permitted by this Agreement or as required to perform its obligations hereunder.

Confidential Information does not include information that (a) is or becomes generally available to the public without breach of this Agreement; (b) was rightfully known to the receiving Party without restriction prior to disclosure; (c) is rightfully received by the receiving Party from a third party without restriction; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party.

If the receiving Party is required by law, regulation, or court order to disclose Confidential Information, it will provide prompt written notice to the disclosing Party (to the extent legally permitted) to allow the disclosing Party to seek a protective order or other appropriate remedy.

If a Party is required to file this Agreement with a governmental or regulatory authority, it will use commercially reasonable efforts to seek confidential treatment of sensitive provisions and will give the other Party reasonable opportunity to request additional confidential treatment.

All Confidential Information remains the property of the disclosing Party. Neither Party shall make any public announcement, press release, or other disclosure regarding this Agreement without the prior written consent of the other Party, except as required by law.

16. Miscellaneous

Notice. All notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized courier service, or certified mail (return receipt requested) to the addresses specified in the Order

Form (or such other address as a Party may designate by notice). Notices are deemed given upon actual receipt.

Amendment. This Agreement may only be amended by a written instrument signed by both Parties.

Assignment. Subscriber may not assign or transfer this Agreement without Licensor's prior written consent, except in connection with a merger, acquisition, or sale of substantially all of Subscriber's assets. Any prohibited assignment is void. This Agreement binds and benefits the Parties and their permitted successors and assigns.

Survival. Provisions relating to Definitions, Use Restrictions, Fees and Payment, Indemnification, Limitation of Liability, Confidentiality, Customer Data, Security, Termination and Suspension, Subprocessors and Data Protection, Publicity, Feedback, and any other provisions intended by their nature to survive shall survive termination or expiration of this Agreement.

Independent Contractor. Licensor is acting in performance of this Agreement as an independent contractor. Binding Effect; Third-Party Beneficiaries. Neither Party has the authority to bind the other except as expressly provided herein. Nothing in this Agreement creates any third-party beneficiary rights.

Waiver. No waiver of any right or remedy under this Agreement is effective unless in writing and signed by the waiving Party. Failure to enforce any provision shall not constitute a waiver of future enforcement.

Injunctive Relief. Either Party may seek injunctive or equitable relief in the event of actual or threatened breach of its intellectual property or confidentiality obligations, without the necessity of posting bond.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

Choice of Law; Venue. This Agreement is governed by the laws of the State of Illinois, without regard to conflict of law principles. The exclusive venue for disputes shall be the state or federal courts located in Cook County, Illinois, unless the Parties agree otherwise in writing.

Force Majeure. Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including natural disasters, acts of war or terrorism, labor disputes, governmental actions, or internet/telecommunications failures.

Promotions. Licensor may offer promotional discounts or free trials subject to conditions communicated at the time of the promotion. Such promotions are time-limited and do not modify this Agreement unless expressly stated.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to its subject matter.

Exhibits. The following Exhibits are attached and incorporated herein:

- Exhibit A: Order Form [To be attached]
- Exhibit B: Service Level Agreement [To be attached]
- Exhibit C: Data Processing Addendum [To be attached]

Order of Precedence. This Agreement consists of the body of this Agreement, the Exhibits identified above, and each executed Order Form. In the event of any conflict or inconsistency among these documents, the following order of precedence shall apply, with each item controlling over those listed after it: (i) the Standard Contractual Clauses incorporated under Exhibit C, where applicable to a Restricted Transfer (each as defined in Exhibit C); (ii) Exhibit C (Data Processing Addendum), solely with respect to its subject matter; (iii) Exhibit B (Service Level Agreement), solely with respect to its subject matter; (iv) the body of this Agreement; and (v) any Order Form. Notwithstanding the foregoing, an Order Form may modify a specific provision of the body of this Agreement only if it (a) expressly identifies by Section number the provision being modified and (b) states the Parties' clear intent to override such provision; absent such express reference, the body of this Agreement controls.

Publicity. Subscriber grants Licensor a limited, revocable, royalty-free license to use Subscriber's name and logo to identify Subscriber as a customer of Licensor on Licensor's website, in customer lists, and in marketing and sales materials, consistent with Subscriber's then-current brand guidelines if provided. Subscriber may revoke this license at any time by providing written notice to Licensor, and Licensor will remove such uses from

new materials within a reasonable period after receipt of the notice.

Feedback. Subscriber may, from time to time, provide Licensor with Feedback. Subscriber hereby grants Licensor a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, modify, distribute, and otherwise exploit any Feedback for any purpose, without any obligation or compensation to Subscriber. Licensor is not required to use any Feedback.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Delivery of executed signature pages by electronic transmission shall be effective as delivery of an original.

WHEREFORE, the Parties hereto have signed this Agreement.

Subscriber:	Revomo, LLC:
By:	By:
Name:	Name:
Company:	Company: Revomo, LLC
Title:	Title:
Address:	Address: 27 Andrew Ln, Hawthorn Woods, IL 60047