

## Revcored End-user License Agreement

NOTE: If you are a Revcored Dealer, systems integrator or are otherwise installing this Product on behalf of a third party, you shall ensure that you have their acceptance of this End-user License Agreement and their consent to provide end-user personal data for registration with Revcored Systems if such voluntary option is applied.

This End-user License Agreement (“EULA”) is a legally binding agreement between you (either an individual or a single legal entity) and Stonehenge Properties, Ltd. Dba Revcored (“Revcored”) for the Revcored product or utility, which may include associated software and hardware components, media, printed materials, online or electronic documentation and any updates or corrections (“Product”). If you have purchased the Product as part of a computer or server system delivered by Revcored all hardware and software components of such system shall for the purposes of this EULA be considered being parts of the Product, except however for any third party software or hardware component which is covered by a separate third party license agreement included in the system documentation or otherwise incorporated in the system.

By installing, deploying, copying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Product, instead you may return it, within 30 days after purchase of the Product, along with all associated material to your place of purchase for a full refund, less any shipping and handling costs. This return policy does not apply if you or your representative, including your Revcored dealer (on your behalf) have accepted this EULA prior to, or as part of, your purchase of the Product. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Note that all software parts of Product are licensed to you, not sold.

For Revcored products where a Software License Code (“SLC”) is required, the license you have been granted is identified by the Software License Code you have received when purchasing the Product.

**Acceptance of Unattended Remote Updating.** The system administrator of your organization may today or in the future be using a tool or operating system method enabling remote and unattended updating or installation of software products on your computer; the Revcored RevWatch Software Manager is an example of such a tool. In case such a tool is used to update the Product unattended you may not be prompted to accept a EULA for the new Product. By accepting the present EULA, you assign your right to accept EULAs of future product updates to your system administrator on your behalf.

**Cloud Deployment.** Revcored Products are also available as Virtual Machines delivered in a Cloud infrastructure under the bring-your-own-license model (“BYOL”), or with included license for Revcored. Revcored provides for general deployment. Any scripts or deployments provided are “as is” without warranty of any kind, including, without limitation, the implied warranty of fitness for a particular purpose. Revcored expressly disclaims any warranty and accepts no responsibility for modifications to the general deployment scripts and directive or to the default deployment produced by it. The entire risk and responsibility arising out of deployment and use of the deployed Product remains with you as the user.

**Intellectual Property Rights.** All title and rights, including but not limited to copyrights, in and to the Product and any copies thereof are owned by Revcored, or in the case of third party contributions to such Product, the title and rights to such contributions only, are owned by our licensors. All rights not expressly granted are reserved by Revcored.

**Infringement of Third Party Rights.** Revcored shall be liable for ensuring that the Product does not infringe any third party's intellectual property rights, however, in respect of patents, only (a) patents granted and published in the United States of America or the European Union on the date of your purchase, and (b) only if the Product is infringing as a standalone product when not used with any other product(s) or technology. In the event of any action against you in which such infringement is alleged, you shall give Revcored prompt written notice thereof. Revcored shall thereafter assume the sole conduct of the case and all of its legal costs incidental to the case. Revcored shall have irrevocable power of attorney to conduct litigation on its own behalf or to negotiate for settlement of the alleged infringement with you as the user. Revcored shall be entitled, at Revcored's discretion, to either obtain the continued right for you to use the Product or bring the infringement to an end by modifying or replacing the Product by another product which possesses substantially the same functionalities as the Product, or – if none of these remedies may be achieved at a reasonable cost for Revcored – to terminate this EULA with immediate effect. In the event of termination, you shall have no further claims, to include but not limited to any right of compensation or indemnity, against Revcored.

**Correction of Errors.** A defect or error in the Product shall be deemed material only if it has effect on the functionality of the Product as a whole or if it prevents the operation of the Product. If you, within 90 (ninety) days after purchase of the Product, document that a material defect or error in the Product exists, Revcored shall, at its sole discretion, be obligated to (i) deliver a new copy of the Product without the material defect or error, (ii) remedy or correct the defect or error free of charge, or (iii) terminate this EULA and repay any license fee received against your return of all copies of

the Product. The provisions of this paragraph constitute your sole remedies in the event of a defect or error in the Product.

**No Warranties.** Unless you are provided with a specific warranty from Revcard as part of your Product documentation, Revcard expressly disclaims any warranty for the Product. The Product and any related documentation is provided “as is” without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the Product remains with you as the user. You are notified that the Product, when used with certain equipment or other software, may enable you to perform surveillance actions and data processing which are likely to be restricted by or contrary to applicable law, including without limitation data privacy and criminal law. The sole responsibility for verification of your use against compliance with applicable law lies with you as the user.

**Prohibited Use.** The Product may only be applied and used in accordance to the applicable law(s) of the jurisdiction, country or region it is used in. This includes, but is not limited to, possible legal restrictions to what you surveil and record with the Product, the policy for storing recorded and other data in the Product, and how such recorded data is to be handled as it is exported from the Product. It is the sole responsibility of you the user to be acquainted with, and to adhere to, such laws and restrictions. Revcard does not accept any liability whatsoever, for any direct, indirect or consequential losses or damages for the violation of such laws and/or restrictions.

This license does not cover use of the Product for the purpose of, or in connection with, a violation of the human rights of any person as set out in the United Nations Universal Declaration of Human Rights. Any such use is prohibited and is a material breach of this EULA causing the whole license for the Product to lapse immediately without notice rendering any further use of the Product unlawful.

**Limitation of Liability.** The provisions of this paragraph are in effect to the maximum extent permitted by applicable law. In no event shall Revcard or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) nor for any product liability (except for bodily injury) arising out of the use of or inability to use the Product or the provision of or failure to provide proper support, even if Revcard has been advised of the possibility of such damages. Absent any willful misconduct or gross negligence, the entire liability of Revcard and its suppliers shall be limited to the amount actually paid by you for the Product.

**Third Party Licenses.** The Products include rights for you to use certain third party software as set out in the documentation for the specific Product. You may use and integrate the Products with other third party software and it is your responsibility when installing to investigate and obtain usage rights to any such third party software for your purpose.

**Upgrades and Additional Copies.** For purposes of this Agreement, "Software" shall include (and the terms and conditions of this Agreement shall apply to) any upgrades, updates, bug fixes or modified versions (collectively, "Upgrades") or backup copies of the Software licensed or provided to Customer by Revcard or an authorized distributor for which Customer has paid the applicable license fees. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY SUCH ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE; (2) USE OF UPGRADES IS LIMITED TO REVCARD EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) USE OF ADDITIONAL COPIES IS LIMITED TO BACKUP PURPOSES ONLY.

**AI Restrictions On Use.** The Customer agrees not to use artificial intelligence or any form of machine learning technology ("AI") to reproduce, adapt, or develop any software or technology that is substantially similar in its expression or functionality to the Software. This restriction applies to all forms of AI, including but not limited to automated programming, code generation, and reverse engineering tools. The Customer further agrees not to assist, permit, or authorize any third party to use AI to replicate or derive the design, structure, or conceptual framework of the Software. Any breach of this clause will be considered a material breach of this Agreement and will entitle the Licensor to terminate this Agreement immediately and seek any remedies available under law or equity.

**Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates or any Software without the prior written permission of Revcord. Customer may make such backup copies of the Software as may be necessary for Customer's lawful use, provided Customer affixes to such copies all copyright, confidentiality, and proprietary notices that appear on the original.

**Protection of Information.** Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Revcord. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Revcord. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Revcord.

**Miscellaneous.** (a) You may make as many copies of the Product as may be necessary for backup and archival purposes. (b) You may not distribute copies of the Product to third parties. (c) You may not reverse engineer, decompile, or disassemble any of the Product's components except and only to the extent permitted by applicable law which cannot be contractually waived. (d) This EULA is non-transferable save that if there is any ownership interest transferred which includes the Revcord Product, you may permanently assign all of your rights for this Product to the Transferee, provided the Transferee agrees to the terms of this EULA.

**Term and Termination.** This License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation. Customer's rights under this License will terminate immediately without notice from Revcord if Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of Software in its possession or control.

**Severability.** If a court or government body of competent jurisdiction determines that any provision of this EULA is invalid, not enforceable or enforceable only if limited in scope, this present EULA shall continue in full force and effect with such provisions stricken or so limited.

**Entire Agreement.** This EULA constitute the parties' entire and complete agreement relating to the subject matter hereof and all written and oral undertakings and pledges which may have preceded this EULA, all implied warranties, rules of common law or ordinary rules of law not restated herein, are hereby excluded from effect between the parties.

**Governing Law.** This EULA and the contract between you and Revcord are governed by Texas law and the sole and proper forum for the settlement of disputes hereunder shall be the City Houston, Texas.

**License, Installation and Use Conditions and Restrictions.** Subject to the terms and conditions of and except as otherwise provided in this Agreement, Revcord grants to Customer ("Customer") a nonexclusive and nontransferable license to use the specific Revcord program modules, feature set(s) or feature(s) for which Customer has paid the required license fees (the "Software"), in object code form only. In addition, the foregoing license shall also be subject to the following limitations, as applicable:

The license agreement imposes a restriction on the transfer of the MMS Software between various platforms, including but not limited to customer-provided hardware, hardware provided by Revcord, and Revcord's cloud-based tenancies and instances. Any such transfer must comply with the terms and conditions set forth in this agreement. If the Customer is in compliance with their RevShield Service Level Agreement, Customer can at their discretion move the MMS Software between various platforms.

There is a mandatory transfer fee as set out in the Revcord Price List.

The scope of this license agreement includes the sale of additional software products offered by Revcord, which includes, but is not limited to:

1. Applications designed for various purposes used in tablets, PCs, phones, or other similar type devices.
2. Software programs based on the Windows Operating System
3. Services operating on the Windows Operating System Platform

- a. transfer, assign or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Revcard equipment, and any such attempted transfer, assignment or sublicense shall be void;
  - b. make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; or
  - c. decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software.
4. Customer's use of the Software shall also be limited, as applicable and set forth in Customer's purchase order or in Revcard's product catalog, user documentation, or web site, to a maximum number of (a) seats (i.e. users with access to the installed Software) and (b) concurrent users, sessions, ports, and/or issued and outstanding IP addresses. Customer's use of the Software shall also be limited by any other restrictions set forth in Customer's purchase order or in Revcard's product catalog, user documentation or website for the Software.

Note: For evaluation or beta copies for which Revcard does not charge a license fee, the above requirement to pay a license fee does not apply.

**Data Aggregation.** Revcard retains the right to utilize any data generated using Revcard software programs or services for its legitimate business purposes, in accordance with applicable laws and regulations.

**Integrations And Interoperability:** To the extent required by law, at Customer's request, Revcard shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Revcard's applicable fee. Customer shall observe strict obligations of confidentiality with respect to such information.

**Personal Data, General Data Protection Regulation:** When purchasing licenses to the Product through our channel partners, the business information of your company will be registered with Revcard. You may also voluntarily provide Revcard with information on contact persons in form of name, email, and phone number. The sole purpose of gathering and maintaining such information during license usage is to enable Revcard and its channel partners to enforce license management, carry out the Revcard channel programs, and provide technical support for the Product. Revcard is a data controller with respect to the personal data collected and used hereunder.

This EULA applies to all Products, with its general terms and specific terms and conditions valid for the mentioned individual products as detailed in the following sections: