

REVER PILOT AGREEMENT

This Pilot Agreement (“**Agreement**”) is entered into between Rever, Inc. (“**Rever**”) and the customer (“**Customer**”) that has executed a Pilot Order Form that references this Agreement (“**Order**”).

1. SAAS SERVICES. Subject to the terms of this Agreement, Rever will use commercially reasonable efforts to provide those services identified in the Order (the “**Services**”), by the number of Customer’s employees or contractors authorized by such applicable Order (each an “**Authorized User**”). As part of the registration process, Customer will identify an administrative user account by providing a name and password.

Subject to the terms and conditions of this Agreement, to the extent the Services contains a downloadable software component (the “**Software**”), Rever hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license, during the applicable Term (as defined in Section 5), for each Authorized User to install such Software on a single device controlled by such Authorized User and operate the Software in accordance with all applicable documentation and the restrictions set forth in this Agreement.

2. CUSTOMER’S RESTRICTIONS AND RESPONSIBILITIES. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, the Software, or any software, application, documentation or data related to the Services (collectively, the “**Rever Technology**”); (ii) in any way modify, translate, or create derivative works based on the Rever Technology (except to the extent expressly permitted or authorized by Rever); (iii) sell, sublicense, transfer any rights in, or use the Rever Technology in benefit of a third party; or (iv) remove any property notices or labels from the Rever Technology.

Customer may not in any way remove or export or allow the export or re-export of the Rever Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States or foreign agency or authority. Any use, including the modification, reproduction, release, performance, display, or disclosure or any other activity related to the Rever Technology will be solely governed by this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer, its employees, and Customer related parties, will use the Rever Technology only in compliance with Rever’s standard policies then in effect and all applicable laws and regulations. Therefore, Customer agrees to be held responsible and to indemnify the Rever for any damage, liability or loss that may arise from a claim or an alleged violation due to the Customer’s use of the Rever Technology. Customer acknowledges that Rever may include in its Rever Technology the functionality to track the number of active Authorized User identifications and to disallow use by more than the authorized number of users.

Customer may have only as many user accounts and related user identifications in use at any one time as the number of users specified in the applicable Order. Customer acknowledges that user identifications and passwords cannot be shared or used by more than one user.

Customer is responsible for all activities that occur under Customer’s user accounts. Customer will prevent unauthorized access to, or use of, the Rever Technology, and will promptly notify Rever of any known unauthorized use. Customer will ensure that (i) all users given access to the Rever Technology have the right to access the information and data made accessible to them by Customer through the Rever Technology and (ii) any user granting Rever access to any data (including Customer Data) has the right and authority to grant such access.

Customer will be responsible for obtaining and maintaining any equipment necessary to connect, access or otherwise use the Rever Technology, including without limitation, equipment related to hardware, modems, servers, operating systems (collectively, “**Equipment**”). Customer will also be responsible of maintaining the security of the Equipment and all accounts, passwords, files and access codes at all times.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information will not, however, include any information which (i) was or becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (ii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; (iii) is obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Proprietary Information, as shown by documents and other competent evidence in the Receiving Party’s possession.

The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information; and (b) not to use (except in performance of the Services or as otherwise permitted herein) or disclose to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information after 5 years following its disclosure.

Rever owns and retains all right, title and interest in and to: (x) Rever Technology, all improvements, enhancements or modifications thereto; (y) any software, applications, inventions or other technology developed in connection with Implementation Services or support; and (z) all intellectual property rights related to any of the foregoing. All Rever rights not expressly granted herein are reserved.

Customer hereby grants to Rever and its affiliates a worldwide, irrevocable, perpetual, royalty-free license to exploit without restriction all feedback regarding Rever Technology.

4. PAYMENT OF FEES. Customer will pay Rever all fees as set forth in the Order for Services in advance, payment obligations are non-cancelable, and fees paid are non-refundable.

5. TERM AND TERMINATION. This Agreement will take effect upon Customer's execution of an Order and will remain in full force for the duration of the Pilot Period Term as set forth in the Order, unless earlier terminated pursuant to this Section 5 (the "**Term**"). Either party may terminate this Agreement and Order immediately upon notice to the other party. Upon the effective date of expiration or termination of this Agreement, all access to Rever Technology will automatically terminate.

LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE ORDER. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN 6 MONTHS AFTER THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

6. DISCLAIMER OF WARRANTIES. THE REVER TECHNOLOGY AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "**AS IS**" AND ON AN "**AS AVAILABLE**" BASIS. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, REVER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE REVER TECHNOLOGY, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. REVER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVER TECHNOLOGY AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. REVER DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, CORRECTNESS, RELIABILITY, INTEGRITY, USEFULNESS, QUALITY, FITNESS FOR PURPOSE OR ORIGINALITY OF ANY OF THE FOREGOING CONTENT OR DATA (INCLUDING CUSTOMER DATA).

7. MISCELLANEOUS. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. In the event of any conflict between the Order and this Agreement, this Agreement shall prevail unless the Order expressly provides that it is modifying the terms with respect to this Agreement. This Agreement is not assignable, transferable or sublicensable by Customer, including by operation of law, except with Rever's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Rever in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Notices will be deemed to have been given at the time of actual delivery in person, 1 day after delivery to an overnight courier service, or 3 days after deposit in mail. This Agreement is governed by the laws of the State of California without regard to conflict of law principles. Customer and Rever submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco, California for resolution of any lawsuit or court proceeding permitted under this Agreement.