

SAAS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement (the "Agreement") is entered into as of _____, 2025 between _____ ("Client") and Revvo Technologies, Inc. ("Revvo"). Revvo provides a tire management software platform under a software-as-a-service model (the "Revvo Platform") and a hardware product that is installed on vehicles to sense and transmit data related to tire use to the Revvo Platform (the "Revvo Sensor"). This Agreement establishes the terms under which Revvo will provide the Revvo Platform to _____.

1. THE REVVO PLATFORM

a. **Provision and Use.** Revvo will make the Revvo Platform available to "_Client_" as a software-as-a-service, accessible to "_Client_" licensed users ("Users") through web browsers. "_Client_" is hereby granted a license for its Users to access the Revvo Platform through its documented access points and to use its documented functionality for its internal operations, for the duration of the subscription term and to the limits of the subscription scope described in the Order Form.

b. **Security and Privacy.** The Revvo Platform will be hosted on third-party, enterprise grade cloud infrastructure (such as Google Cloud) that provides industry-standard security and privacy controls. Revvo will further maintain and adhere to a security and privacy plan that provides for no less than industry standard processes and controls for the development and maintenance of the Revvo Platform and the collection and storage of all data held within the Revvo Platform.

c. **Business Continuity Plan.** Revvo will maintain a business continuity plan, infrastructure, and processes that conform to the industry standards for enterprise SaaS providers.

d. **Express Warranty (Platform).** For the full term of "_Client_"'s subscription, the Revvo Platform will perform in a manner consistent with the Order Form and Revvo Platform Description (the "Platform Warranty"). "_Client_" may provide notice of a warranty failure at any time by delivering a written, reasonably detailed description of the observed failure to Revvo customer support, under the heading "Platform Warranty Claim." Upon receiving such notice, Revvo will have no fewer than 45 days to correct the failure. If Revvo cannot do so, "_Client_" may terminate any or all Order Forms immediately upon written notice and receive a prorated refund for its unused subscription, measured from the date of the warranty failure notice.

e. **Express Warranty (Sensor).** Revvo sensors, installed to Revvo's specifications, will perform in a manner consistent with the Revvo Sensor Description for 12 months from the date of installation (the "Sensor Warranty"). The Sensor Warranty applies only to use with the Revvo Platform for a tire currently in service (such that retiring a tire from service will not trigger a warranty claim on the sensor). "_Client_" may provide notice of a warranty failure at any time by delivering a written, reasonably detailed description of the observed failure to Revvo customer support, under the heading "Sensor Warranty Claim." Upon verification of a Sensor Warranty claim by "_Client_" or Revvo's detection of a warranted sensor failure through the Revvo Platform, Revvo will provide a replacement sensor at no cost to "_Client_".

f. **Implied Warranties.** The express warranties are the only warranties provided by Revvo, and Revvo otherwise provides the Revvo Platform and the Revvo Sensor "as is," disclaiming all other warranties, including any implied warranty of merchantability, fitness for a particular purpose, or title.

g. **Uptime.** The Revvo Platform and all of its core functionality will be available 99.9% of the time, measured monthly (the "Uptime Commitment"). The calculation of the Uptime Commitment will exclude up to 120 minutes per month of scheduled maintenance, provided that Revvo provides at least three days prior notice of that maintenance and uses its best efforts to schedule that maintenance in a window that minimizes its impact on Revvo customers. Revvo will report on any month in which the Uptime Commitment is not achieved. If Revvo fails to meet the Uptime Commitment for three consecutive months or any four months within a twelve month period (a "Chronic Uptime Failure"), "_Client_" may terminate any or all Order Forms on notice at any point within three months after the day on which "_Client_" received notice of the Chronic Uptime Failure.

h. **Feedback and Future Functionality.** "_Client_" hereby grants Revvo a worldwide, perpetual, irrevocable, royalty free license to use, copy, and make derivative works of any feedback (such as corrections and suggestions) that it chooses to provide regarding the Revvo Platform or its related services, marketing, sales, and operations. Consistent with enterprise SaaS practices, Revvo may make future improvements to the Revvo Platform, which may include sunsetting features and functionality. All references to the Revvo Platform Description and Revvo Sensor Description are to the most recent version of that document at the time of inquiry. "_Client_" subscription purchases are not and will not be contingent on the delivery of future features and functionality.

2. DATA AND INTELLECTUAL PROPERTY

a. **Raw Sensor Data.** "Raw Sensor Data" is defined as all data ingested by the Revvo Platform from sensors on a vehicle, such as data collected and/or transmitted by the Revvo Sensor. Revvo may not utilize Raw Sensor Data for any purpose that would expose "_Client_" intellectual property or an attributable "_Client_" dataset to a third party. Otherwise, Revvo may perpetually store and utilize Raw Sensor Data.

b. **Third Party Data.** "Third Party Data" is defined as all data acquired by Revvo from third parties.

c. **Publicly Accessible Data.** "Publicly Accessible Data" is defined as all data that can be legally collected and utilized without seeking the permission of a third party.

d. Customer Data. "Customer Data" is defined as all data provided to Revvo by **"Client"** that: (i) consists of personally identifiable information, as that term is defined by any applicable jurisdiction; or (ii) is protected by a copyright or patent held by **"Client"**; or (iii) is identified by **"Client"** as a trade secret prior to or contemporaneous with its transmission to Revvo. Revvo may use Customer Data only to provide the Revvo Platform to **"Client"** during the term of a subscription and **"Client"** grants Revvo a non-exclusive, limited license to do so. Upon **"Client"**'s request, Revvo will delete all Customer Data from its systems.

e. Revvo Platform. The Revvo Platform (including, for example, its algorithms, calculations, organization, look and feel, and the underlying software code) is the sole property of Revvo, and Revvo is and shall be the sole and exclusive owner of: (i) all copyrightable works embodied by the Revvo Platform; (ii) all patentable inventions practiced by the Revvo Platform; and (iii) all trade secrets practiced by the Revvo Platform. If, through **"Client"**'s use of the Revvo Platform, underlying law would treat **"Client"** as an author or co-author or inventor or co-inventor of any intellectual property embodied by or practiced by the Revvo Platform, **"Client"** will assign its rights in such copyright or patent to Revvo. If such assignment should fail for any reason, then **"Client"** will grant Revvo an exclusive license that as closely as possible provides the rights that would be held by an assignee.

f. Delivered Data and Insights. "Delivered Data and Insights" is defined as reporting delivered to **"Client"** by Revvo over the course of **"Client"**'s subscription to the Revvo Platform, such as reports viewed in or downloaded from the Revvo Platform. Delivered Data and Insights may contain, embody, or practice any combination of the following: (i) Raw Sensor Data; (ii) Third Party Data; (iii) Publicly Accessible Data; (iv) Customer Data; and (v) the Revvo Platform. Revvo warrants that it has all necessary rights to provide Delivered Data and Insights to **"Client"** and will Indemnify **"Client"** (as further described before) for any claim brought against **"Client"** by a third party and arising out of **"Client"**'s use of Delivered Data and Insights as contemplated by this Agreement. **"Client"** will not undertake any action to (i) derive attributable Third Party Data or (ii) derive elements of the Revvo Platform from Delivered Data and Insights. Revvo grants **"Client"** a perpetual, worldwide, royalty-free license to store and utilize Delivered Data and Insights consistent with this Agreement for its own internal purposes.

g. Reservation of Rights. Each party reserves all intellectual property rights not expressly granted in this Agreement.

3. CONFIDENTIALITY

a. Confidential Information Defined. "Confidential Information" means all information, regardless of the medium through which it is conveyed, that a reasonable industry participant would deem likely to be confidential. Confidential Information includes all Customer Data as well as the non-public features and functionality of the Revvo Platform and any information that is marked as "Confidential" by the disclosing party. Confidential Information excludes all information that: (i) is or becomes publicly known, other than through a breach of a

confidentiality obligation owed to the disclosing party; or (ii) was known to the receiving party prior to disclosure, other than through a breach of a confidentiality obligation owed to the disclosing party.

b. Use and Protection of Confidential Information. A receiving party will use the Confidential Information of the disclosing party only as necessary to perform its obligations and exercise its rights under this Agreement and will use reasonable care to protect such Confidential Information. At the termination of this Agreement, or upon a disclosing party's reasonable request, the receiving party will either return or destroy the disclosing party's Confidential Information that is then in its possession.

c. Legally Compelled Disclosure. If a receiving party reasonably anticipates that it will be required to disclose Confidential Information pursuant to law or regulation, it will use its best efforts to: (i) timely notify the disclosing party and (ii) limit the disclosure to the strict requirements of the law or regulation.

d. Trade Secrets. A receiving party's obligation to maintain the confidentiality of a disclosing party's trade secrets will survive the termination of this Agreement, enduring until such time as the information no longer satisfies the requirements of a trade secret.

4. INSURANCE

a. Coverage Scope. Revvo will maintain the following coverage:

Commercial General Liability with a minimum limit of \$1,000,000. Product Liability with a minimum limit of \$1,000,000. Professional Technical Errors and Omissions with a minimum limit of \$1,000,000. Workers' Compensation Insurance as required by statute including employer's liability coverage with a minimum limit of \$500,000 in the aggregate.

5. INDEMNIFICATION

a. Definition. To "Indemnify" shall mean to defend against all third party claims (construed broadly, so as to include, for example, complaints and causes of action both when filed and when threatened) and regulatory actions (construed broadly, so as to include investigations and disciplinary actions by any government entity with the power to investigate or impose a penalty of any kind) and to pay all amounts under all theories of liability and damages awarded to such third party or accepted in settlement or imposed as fines or penalties of any kind.

b. Procedure. A party seeking to be Indemnified will provide timely notice to the Indemnifying party, although untimely notice will relieve the Indemnifying party of its obligations only to the extent that the delay has prejudiced its ability to defend the claim. The Indemnifying party will have the right to control the defense, including the right to reach a settlement with the claimant; however, the Indemnified party will have a right to participate through its own counsel at its own expense and the Indemnifying party will not enter into a settlement that requires the Indemnified party to admit to liability without the written consent of that party.

c. Intellectual Property Indemnification. Revvo will Indemnify **"Client"** for the infringement of a patent or copyright, provided that the infringement arises through

the use of the Revvo Platform according to its documentation either alone or (when Revvo would be liable for indirect or contributory infringement) in combination with other "_Client_" technology or processes.

d. Delivered Data and Insights Indemnification. Revvo will Indemnify "_Client_" for a claim that use of Delivered Data and Insights by "_Client_" consistent with this Agreement resulted in the misappropriation of the trade secrets of any third party.

e. PII Indemnification. Each party will Indemnify the other for their respective obligations with regard to the use and transfer of personally identifiable information.

6. LIMITATION OF LIABILITY AND DAMAGES

a. Limitation of Liability. With the exception of amounts owed under a party's obligation to Indemnify, neither party's total liability to the other will exceed "_Client_"'s annual subscription fee.

b. Limitation of Damages. With the exception of a party's obligation to Indemnify, each party will be liable to the other for direct damages only. As such, the following types of damages will be excluded, regardless of the underlying theory of recovery: indirect damages, consequential damages, special damages, punitive damages, lost profits, lost reputation, and the cost of replacement services.

7. INVOICES AND TAXES

a. Invoices. "_Client_" will be invoiced according to the payment terms stated on the Order Form. As part of any judgment awarded for unpaid fees, Revvo will be awarded its reasonable attorney's fees and interest at the lower of 1.5% or the maximum interest amount allowable under prevailing law.

b. Taxes. The Revvo Order Form does not list applicable taxes. "_Client_" will be responsible for any charges assessed by a government on the sale, delivery, or use of the Revvo Platform, such as sales tax, use tax, VAT, or withholding tax (collectively, "Transaction Taxes"). The definition of Transactions Taxes excludes taxes assessed directly on Revvo based on its own income, property, or employees. If a taxing authority requires "_Client_" to withhold a part of its payment to Revvo, "_Client_" will fulfill its responsibility to pay such Transaction Taxes by increasing the fee amount until the net payment to Revvo is equal to the fee amount listed on the Order Form.

8. TERM AND TERMINATION

a. Term. The term of this Agreement will extend until 30 days after the last day of "_Client_"'s subscription, as stated on an Order Form.

b. Termination for Cause. If a party breaches this Agreement or the terms of any Order Form, the other party may provide a notice of breach and intended termination of (i) any one or more Order Forms or (ii) this Agreement and all related Order Forms. If the breach is not cured within 30 days of the receipt of such notice, then the intended termination will become automatically and immediately effective. Upon such termination by "_Client_", Revvo will issue a prorated refund for

"_Client_"'s unused subscription, measured from the date of breach notice.

c. Survival. Rights and obligations established under this Agreement that must survive termination in order to have their intended effect (such as rights and obligations related to Confidentiality, Indemnification, Limitation of Liability and Damages, and Data and Intellectual Property) will so survive.

d. Order Now. The "_Client_" may terminate at any time, per Revvo's obligation under Section 3(d) of the Order Now Agreement.

9. MISCELLANEOUS

a. Assignment. Neither party may assign this Agreement without the other party's consent, and any attempted assignment without consent will be null and void. A party will not unreasonably withhold consent, and each party hereby consents to assignments made in connection with a company sale or re-organization (such as a merger or acquisition).

b. Governing Law and Forum. This Agreement will be construed under the federal laws of the United States of America and the state laws of California. The parties stipulate that the federal and state courts located in San Francisco, California will have jurisdiction over the parties and will be the forum for any dispute between the parties.

c. Force Majeure. A party's failure to perform will be excused for up to 60 days when directly caused by an intervening event of a magnitude or unpredictability that renders performance impractical despite a party's adherence to industry standard business continuity practices, such as large-scale failure of core internet infrastructure or civil unrest.

d. No Waiver. A party's delay in exercising its rights under this Agreement will not be deemed, under any theory of law or equity, a waiver of its rights.

e. Severability. If a provision of this Agreement is deemed unenforceable as drafted, a revision will be applied that captures the parties' original intent to the extent allowable under the law. If such provision cannot be saved, and if the intent of the Agreement can survive the loss of such provision, it will be deemed severed from the Agreement.

f. Relationship of the Parties. The parties to this Agreement are independent contractors, and neither this Agreement nor any course of action that it contemplates will give either party the right to make representations on behalf of the other or bind the other to any obligation to any third party.

g. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

h. Marketing. Upon the successful deployment of the Revvo Platform, Revvo may include references to "_Client_" in its marketing materials, such as including "_Client_" in Revvo's customer list and issuing a press release announcing the selection of Revvo by "_Client_"_. "_Client_" will provide a quotation in support of Revvo's marketing efforts, subject to the reasonable application of "_Client_"'s standard approval process.

i. Complete Agreement. This Agreement is the complete agreement between the parties in relation to its

subject matter, superseding all prior or contemporaneous written or oral contracts or representations. Neither party enters into this Agreement based on any representation not stated herein. This Agreement may only be amended in a writing that references it and states the parties' intent that it be amended through such writing.

So Agreed:

Revvo Technologies,, Inc.

Signature:

Signature:

Name:

Name: Sunjay Dodani

Title:

Title: Chief Executive Officer

Date:

Date: