

Terms of Service

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Updated on Thursday, January 21, 2021

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS/ END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE USING REVLOCK (“REVLOCK SERVICES” or “SERVICES”). BY SIGNING UP TO THE SERVICE AND EXECUTING AN “ORDER”, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE AN ORDER OR CLICK THE BUTTON THAT INDICATES YOU DO NOT ACCEPT THE TERMS, AND DO NOT USE REVLOCK.

This Agreement sets forth the terms and conditions of your use of RevLock and RevLock Services. For the purposes of this Agreement, "you" means you, the end user, and "RevLock" means RevLock Inc. and its subsidiaries and affiliates.

1. ACCESS AND USE

1.1 Orders. The RevLock Services to be provided by RevLock under this Agreement will be set forth in one or more Order Forms executed by the Parties from time to time during the Term. The Parties shall negotiate and sign each Order Form separately. Each Order Form shall set out a description of the applicable RevLock Services to be provided by RevLock, the costs associated with such RevLock Services, the number and type of Authorized Users, and the period of time Customer will have access to the particular RevLock Service (the “Access Term”). Each Order Form shall be attached to this Agreement and incorporated in this Agreement by reference.

1.2 Provision of Access. Subject to the terms and conditions contained in this Agreement, RevLock hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the applicable RevLock Service set forth in the applicable Order Form during the Access Term set forth on the Order Form by the Authorized Users up to the Service Limits. On or as

soon as reasonably practicable after the Effective Date, RevLock shall provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the RevLock Services. Customer and any Authorized User may only use the RevLock Services in accordance with the Access Protocols. Each Authorized User must be a single named individual and in no event may passwords or user accounts be shared.

1.3 Usage Restrictions. Customer shall not: (a) use any RevLock Service to process any personally identifiable health information (PHI); (b) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the RevLock Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (c) use the RevLock Services in excess of the Service Limits; or (d) allow third parties other than Authorized Users to gain access to the RevLock Services; or (e) use the RevLock Services to provide timesharing, subscription service, hosting, or outsourcing services. Customer will ensure that its use of the RevLock Service complies with all applicable laws, statutes, regulations or rules.

1.4 Retained Rights; Ownership.

(a) Ownership and Use of Customer Data. Customer retains all right, title and interest in and to the Customer Data, and RevLock acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. RevLock further acknowledges that Customer retains the right to use the Customer Data for any purpose in the Customer's sole discretion subject to the foregoing, Customer hereby grants to RevLock's a non-exclusive, no-transferable right and license to use the Customer Data during the Term for the limited purposes of performing RevLock's obligations under this Agreement. In no event shall Customer provide RevLock any personally identifiable information as part of the RevLock Services.

(b) Ownership of RevLock Services. Subject to the rights granted in this Agreement, RevLock retains all right, title and interest in and to the RevLock Services, and Customer acknowledges that it neither owns nor acquires any additional rights in and

to the foregoing not expressly granted by this Agreement or any licenses to the software used to provide the RevLock Services. Customer further acknowledges that RevLock retains the right to use the foregoing for any purpose in RevLock's sole discretion

1.5 Support.

(a) Support. Subject to the terms and conditions of this Agreement, RevLock shall exercise commercially reasonable efforts to provide Technical Assistance for the use of the RevLock Services to Eligible Support Recipients during RevLock's ordinary and customary business hours in accordance with its standard policies and procedures, for the applicable level of Technical Assistance as described in Exhibits A and B.

2. CUSTOMER RESPONSIBILITIES.

2.1 Authorized Users Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the RevLock Services as contemplated by this Agreement. Customer will be responsible for all actions or omissions of its Authorized Users. Authorized User IDs cannot be shared or used by more than one Authorized User at a time. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the RevLock Services and shall notify RevLock promptly of any such unauthorized use known to Customer. Customer acknowledges and agrees that it may need certain networking capabilities, bandwidth and hardware to use the RevLock Services. Customer is solely responsible for all hardware, software, Internet connectivity and bandwidth required to reach the RevLock systems to gain access to the RevLock Services.

2.2 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required in order to access the RevLock Services. RevLock will use industry standard means (but, in no event less than a reasonable standard of care) to protect the Customer Data from unauthorized access. Customer shall have the ability to export Customer Data out of the RevLock Services and is encouraged to make its own back-ups of the Customer Data. Customer covenants and agrees not to share any Restricted Data with RevLock or have any such data access the RevLock Services,

except to the extent of RevLock's use of the Customer Data to perform RevLock's obligations under this Agreement, Customer shall have the responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and has the sole and absolute obligation to exclude Restricted Data. Customer acknowledges and agrees that RevLock will have no obligation to archive to back-up Customer Data, nor will RevLock have any liability for any loss or corruption of Customer Data not directly attributable to the act or omission of RevLock or its employees, nor will RevLock have any obligation under this Agreement to retain any Customer Data, unless otherwise specifically set forth in an Order Form, after the expiration or termination of the Access Term.

2.3 Service Rules and Guidelines. Customer and all Authorized Users shall use the RevLock Services solely for its internal purposes as contemplated by this Agreement and shall not use the RevLock Service to: (a) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (b) interfere with or disrupt the integrity or performance of the RevLock Service or the data contained therein; (c) attempt to gain unauthorized access to the RevLock Services, computer systems or networks related to the RevLock Services; or (d) interfere with another user's use and enjoyment of the RevLock Services.

3. FEES AND EXPENSES; PAYMENTS.

3.1 Fees. In consideration for the access rights granted to Customer and the services performed by RevLock under this Agreement, Customer will pay to RevLock, without offset or deduction, all fees required by a particular Order Form. All fees will be billed and paid in U.S. dollars and paid in accordance to the payment terms (due date) specified in the Order Form.

3.2 Disputed Fees. If Customer disputes any fees, taxes, or other charges billed by RevLock, Customer shall notify RevLock, in writing, of the disputed amount and any relevant information regarding the circumstances of the dispute. RevLock shall acknowledge receipt of the dispute information in writing to Customer. All parties agree to work cooperatively to resolve any such disputed amounts. If the Customer fails to provide RevLock with a notice of such a disputed amount within twenty (20) business days following receipt of RevLock's invoice for such disputed charge, then such amount is deemed undisputed and due to RevLock.

3.3 Taxes. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on RevLock's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services, if any. If Customer is tax exempt, it shall furnish RevLock with evidence of its tax-exempt status prior to placing an order for the RevLock Services. Customer will make all required payments to RevLock free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to RevLock will be Customer's sole responsibility, and Customer will, upon RevLock's request, provide RevLock with official receipts issued by appropriate taxing authorities, or such other evidence as RevLock may reasonably request, to establish that such taxes have been paid.

4. TREATMENT OF CONFIDENTIAL INFORMATION

4.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to know and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to the extent practicable, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that RevLock may collect

aggregated statistical data regarding Customer's use of the Service and provide such aggregated statistical data to third parties, provided, in all cases that such aggregated statistical data is fully anonymized and in no way identifiable as Customer data. In no event shall RevLock provide to third parties specific data regarding Customer or Customer's Authorized Users.

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, if permitted by law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

4.4 Limitation Period. The obligations set forth in this Section 4 shall survive the termination or expiration of this Agreement for a period of two (2) years.

5.0 REPRESENTATIONS AND WARRANTIES.

(a) Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

(b) RevLock represents and warrants that it will provide the RevLock Service and perform its other obligations under this Agreement in a professional and workmanlike

manner substantially consistent with general industry standards. RevLock further warrants, for the benefit of Customer only, that each RevLock Service will conform in all material respects to the standard user documentation for such RevLock Service provided to Customer by RevLock (the "Documentation") during the Access Term applicable to such RevLock Service, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (i) any use of such RevLock Service other than in accordance with the Documentation, or (ii) any combination of such RevLock Service with software, hardware or other technology not provided by RevLock under this Agreement.

(c) RevLock represents and warrants that the RevLock Services do not and shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware.

(d) RevLock represents and warrants that the RevLock Services shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements.

(e) RevLock represents and warrants that, to the extent that the RevLock Services contain any third-party software ("Third-Party Software"), RevLock has the right to grant Customer the license to use the Third-Party Software with the RevLock Services pursuant to the terms and conditions of this Agreement without violating the rights of any third party.

(f) RevLock represents and warrants that the RevLock Services do not and will not infringe, violate, or misappropriate the intellectual property rights or other rights of any third party, and here are no actual or threatened lawsuits, claims (including without limitation any assertion letters and/or invitations to license) or proceedings alleging that the RevLock Services violate any third-party intellectual property rights

6.0 DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

6.1 Internet Delays. RevLock' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RevLock IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 5, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REVLOCK SERVICES, THE DOCUMENTATION, AND ALL SERVICES PERFORMED OR PROVIDED BY REVLOCK ARE PROVIDED "AS IS," AND REVLOCK DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. REVLOCK DOES NOT WARRANT THAT THE SERVICE OR ANY OTHER SERVICES PROVIDED BY REVLOCK WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, CLIENT UNDERSTANDS AND AGREES THAT ACCOUNTING PRACTICE INVOLVES, BY NECESSITY, NUMEROUS JUDGMENT DETERMINATIONS AND INTERPRETATIONS OF RULES AND STANDARDS, ALL OF WHICH ARE REQUIRED TO BE MADE BY CLIENT'S MANAGEMENT AND NOT BY REVLOCK AND THEREFORE, THOUGH REVLOCK SHALL APPLY ITS BEST INTERPRETATIONS OF RULES AND STANDARDS IN PROVIDING THE SERVICES AND DELIVERABLES HEREUNDER, REVLOCK DOES NOT GUARANTEE OR WARRANT THAT ANY ACCOUNTING DETERMINATIONS OR RESULTS OBTAINED BY CLIENT'S USE OF THE APPLICATION, SERVICES OR DELIVERABLES SHALL SATISFY CLIENT'S AUDIT REQUIREMENTS OR REVIEW AUTHORITIES.

6.3 Exclusions of Remedies; Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR

DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF REVLOCK TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED TOTAL AMOUNT OF ALL FEES PAID TO REVLOCK BY CUSTOMER UNDER THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT . THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTWITHSTANDING THE FOREGOING, NO LIMITATION SHALL APPLY WITH RESPECT TO ANY BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 4 (CONFIDENTIALITY) OR SECTION 7 (INDEMNIFICATION).

6.4 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 6 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

7.0 INDEMNIFICATION

RevLock agrees to indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages awarded to a third party resulting from any claim by that third party that the RevLock Service and/or the Documentation infringes such third party's patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights, provided that Customer promptly notifies RevLock in writing of the claim, cooperates with RevLock, and allows RevLock sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit RevLock, at RevLock' sole discretion, to enable it

to continue to use the RevLock Service or the Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If RevLock determines that none of these alternatives is reasonably available, Customer shall, upon written request from RevLock, cease use of and, if applicable, return such materials that are the subject of the infringement claim. This Section 7 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the RevLock Service or the Documentation by any party (including, without limitation, Customer) other than RevLock or (ii) combination, operation or use of the RevLock Service with other software, hardware or technology not provided by RevLock, or (iii) related to the Customer Data.

8.0 TERM AND TERMINATION

8.1 Term. The term of this Agreement will commence on the Effective Date and will continue for a period of the later to occur of (a) one (1) year thereafter and (b) the last effective Access Term, unless earlier terminated in accordance with this Section 8.

8.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be affected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

8.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

8.4 Effect of Termination. Upon any termination of this Agreement, Customer will (a) immediately discontinue all use of the RevLock Service and any RevLock Confidential

Information; and (b) promptly pay to RevLock all amounts due and payable under this Agreement.

8.5 Survival. The provisions of Sections 1.4, 4, 6, 7, 8.5 and 9 will survive the termination of this Agreement.

9.0 MISCELLANEOUS

9.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement.

9.2 Independent Contractors. In making and performing this Agreement, Customer and RevLock act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

9.3 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the preamble to this Agreement, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision.

9.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

9.5 Assignment; Delegation. Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

9.6 No Third-Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

9.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

9.9 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

9.11 U.S. Government End-Users. Each of the Documentation and the software components that constitute the RevLock Service is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R.

12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users may use the RevLock Service and the Documentation with only those rights set forth therein.

9.12 Force Majeure. RevLock shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or any other cause beyond the reasonable control of RevLock. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

10.0 DEFINITIONS

Certain capitalized terms, not defined above, have the meanings set forth below.

10.1 “Access Protocols” mean the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the RevLock Services.

10.2 “Authorized User” means an individual who is an employee of Customer or such other person or entity as may be authorized by an Order Form (e.g., a third party providing services to Customer), authorized, by virtue of such individual’s relationship to, or permissions from, Customer, to access the RevLock Service pursuant to Customer’s rights under this Agreement up to the number of Authorized Users set forth in the Order Form.

10.3 “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

10.4 “Customer Data” means the data provided by Customer. In no event shall Customer permit Restricted Data to be included with Customer Data.

10.5 “Eligible Support Recipients” has the meaning set forth in Section 1.5(b).

10.6 “RevLock Services” means the services ordered by Customer through an Order Form and provided by RevLock by means of access to certain content and use of the features and functionality of software applications available and accessible within the RevLock Web Sites, solely to the extent set forth and further described in, and as limited by, the Order Forms executed by the Parties.

10.7 “Order Form” means a document signed by both Parties identifying a given type of RevLock Service to be made available by RevLock pursuant to this Agreement. Each Order Form shall be agreed upon by the Parties as set forth in Section 1.1.

10.8 “Restricted Data” means any data governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any data requiring a standard of protection greater than that of commercially reasonable administrative, physical and technical measures (e.g., payment card information, banking information, information of minors and educational records).

10.9 “Service Limits” means the limitations on the use of a particular RevLock Service as set forth on the Order Form, including the number of Authorized users and the nature of access for each type of Authorized User.

10.10 “Technical Assistance” means the provision of responses by RevLock personnel to questions from Eligible Support Recipients related to use of the RevLock Services, including basic instruction or tutorial assistance regarding the features and functions of the RevLock Services.

END OF TERMS



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