

REV TODAY, LLC/STORYTELLR SERVICE/LICENSE AGREEMENT

This REV TODAY, LLC/STORYTELLR SERVICE/LICENSE AGREEMENT, is by, and between, REV Today, LLC, sometimes hereinafter referred to as, REV Today, and you, the Client/Licensee, who is sometimes hereinafter referred to as, the Subscriber, for which the Subscriber desires to use the REV Today, LLC/StoryTellr Software/Service, pursuant to the Terms and Conditions, as set forth in this Agreement.

This REV Today, LLC/StoryTellr Service/License Agreement, sometimes hereinafter referred to as, the Agreement, is a legal and enforceable Contract between the Subscriber, and REV Today, LLC, and contains the Terms, Conditions, Rights, and Limitations, associated with the Subscriber's use of the REV Today, LLC/StoryTellr Software/Service. By using the StoryTellr Software/Service, the Subscriber is accepting, and agreeing, to the Terms of this Agreement. Acceptance of this Agreement for the StoryTellr Software/Service, constitutes acceptance of this Agreement for all aspects, and tools, of the StoryTellr Software/Service that the Subscriber uses. REV Today is willing to License the Software/Service, to the Subscriber, as the Individual, Organization, or Legal Entity, that will be using the StoryTellr Software/Service, but only upon the Condition that the Subscriber accepts all of the Terms of this Agreement. This Agreement becomes effective, and the Subscriber accepts it, and agree to the Terms of the Agreement, if the Subscriber clicks, the "I Agree" button the first time they login to StoryTellr, as provided for on the REV Today, LLC/StoryTellr site. If the Subscriber does not agree, to the Terms and Conditions of this Agreement, do not click the "I Agree" button, or otherwise use the StoryTellr Software/Service. If the Subscriber uses the StoryTellr Software/Service, pursuant to any Trial, Evaluation, or Purchase, such conduct constitutes Acceptance of this Agreement, and the Subscriber will be bound by all of its Terms and Conditions of this Agreement. The Subscriber may access, download, and/or print a copy of this Agreement, from the REV Today Website, at <https://www.storytellr.com/terms-and-conditions-of-service> PLEASE READ THIS AGREEMENT AND PRINT A COPY FOR YOUR RECORDS.

RECITALS:

REV Today, LLC is a Video Software Company, that provides a Software/Service to its Clients/Licensees. StoryTellr is one of its Software/Services. The REV Today Software/Service makes it simple to create, use, and share videos through email.

The REV Today, LLC/StoryTellr Software/Service is only intended for use in the United States and Canada. The REV Today, LLC/StoryTellr Software/Service is not available for users located in the European Union or United Kingdom, or for the storage of Personal Data belonging to individuals residing in the European Union or United Kingdom. Because of this prohibition, REV Today, LLC and StoryTellr will not knowingly collect or maintain Personal Data at our Site, from those individuals that we actually know are located in the European Union or United Kingdom.

SECTION 1
DEFINITIONS

- 1.1. **“Activation,”** and its variants, “Activate”, “Activated”, and the like, means a process, by which the Software/Service is activated, when the Subscriber (i) receives a User Name and Password from REV Today, and (ii) the Subscriber accepts this Agreement.
- 1.2. **“Affiliate,”** means a Person, Organization, or Entity that actively is referring potential Clients to REV Today, LLC, in compensation for a Referral Fee, a Free Software/Service, and/or a discounted Service/License Fee.
- 1.3. **“Automatic Subscription Renewal,”** means the Subscription Period shall automatically be renewed, after each Subscription Period, unless the Subscriber has contacted REV Today to terminate the Service/License. In the event of a Service/License Agreement, the Subscription Period shall automatically renew, as a Monthly Subscription Period, at the end of the Subscription Agreement Period, if the Subscriber has not renewed the Service/License Agreement or terminated the Service/License Agreement.
- 1.4. **“Documentation,”** means the current User Guide, if applicable, Training Materials, Knowledge-Based Articles and Videos relating to the Software/Service.
- 1.5. **“Free Service,”** means the use of the Software/Service for the Subscriber's own use, without paying a Subscription Fee, for an agreed upon time period.
- 1.6. **“Intellectual Property Rights,”** means all of REV Today’s ownership rights, associated with Intellectual Property, and the REV Today Products, and Software/Service and License, including, but not limited to, patents, copyrights, trademarks, trade secrets, know how, and any and all rights pursuant to patent law, copyright law, trade-secret law, trademark law, unfair competition law, or other similar law.
- 1.7. **“Leads,”** means the Subscriber may add their own Leads, such as current and past clients, to the Software/Service.
- 1.8. **“Monthly Subscription Period,”** means a month-to-month Subscription Period.
- 1.9. **“Party,”** means the Subscriber or REV Today. **“Parties,”** means the Subscriber and REV Today.
- 1.10. **“Product,”** means any of the following REV Today Services: StoryTellr Customer Relationship Management Software, “CRM Software”, , and StoryTellr, which the Subscriber is subscribing to, in accordance with this Agreement.
- 1.11. **“Product Support,”** means Standard Support for a Support Issue, associated with the Software/Service. “Standard Support” includes on-line and telephone support for Support Issues, during REV Today’s regular business hours; REV Today’s online, and telephone support system; and the REV Today knowledge base, which is a question and answer resource that includes frequently asked questions.
- 1.12. **“Referral Fee,”** means the compensation of a Person, Organization, or Entity is receiving compensation, for referring potential Clients to REV Today. The Referral Fee is either monetary, or Free Service, for an agreed upon period of time.

- 1.13. “StoryTellr,”** means a Third-Party Product, available to the Client, through the Software/Service. StoryTellr is integrated with Software/Service, making it one of the only CRM systems to provide the Subscriber with the ability to send a Video E-Mail directly to the Subscriber's Contacts, making a more personable connection with the Subscriber's Prospects, through Video Communication.
- 1.14. “Service/License Agreement,”** means the Agreement, signed by the Subscriber, for the right to use the Software/Service for a 3-Month Subscription Period, a 6-Month Subscription Period, or an Annual Subscription Period, at a discounted Subscription Fee. The Subscriber agrees to pay the agreed upon cancellation fees associated with a Subscription Agreement upon early termination.
- 1.15. “Service/License Fee,”** means the Fee that the Subscriber pays to REV Today, to subscribe to the Software/Service, for a Monthly Subscription Period, a 3-Month Subscription Period, a 6-Month Subscription Period, or an Annual Subscription Period, in accordance with the limitations established in this Agreement.
- 1.16. “Subscriber/Licensee,”** means a Person, Organization, or Entity that accepts this Agreement.
- 1.17. “Support Issue,”** means any questions the Subscriber has as a Subscriber/Licensee in relation to the Software/Service.
- 1.18. “Service/License Period,”** means the term of the subscription with REV Today.
- 1.19. “StoryTellr,”** means the REV Today Software/Service, comprised of the StoryTellr CRM, and StoryTellr. StoryTellr includes the executable program accessible through a unique StoryTellr login on your Physical System.
- 1.20. “StoryTellr CRM,”** means StoryTellr Customer Relationship Management Software. The Subscriber can manage the StoryTellr Leads in your CRM platform, by making notes; scheduling follow-up activities; customizing layouts and tags; performing advance searches on leads; delivering e-mail campaigns; connecting teams; and delivering Team Management and Admin Control with Real Time Reporting. The StoryTellr CRM has Lead Integration Software, Lead Generation capabilities, and Integration with Google.

SECTION 2

PROPRIETARY RIGHTS

This is an Agreement, and not a sale. The Software/Service and Documentation are Proprietary Products of REV Today, or its Licensors, and are protected, pursuant to United States Copyright Laws. Nothing in this Agreement constitutes a waiver of REV Today’s rights under U.S. or International Copyright Law, or any other Law. Notwithstanding anything to the contrary in this Agreement, REV Today owns, and retains, all right, title, and interest in: (a) the Software/Service, including, without limitation, all copies, modifications, translations, localizations, components, features, and merged portions of the Software/Service; and (b) the Intellectual Property Rights, including, without limitation, all Copyrights, Patent rights, Trade

Secret rights, Trademarks, Trade Dress, Logos, Know-How, Goodwill, and other Intellectual Property Rights in, and associated with, the Software/Service and Documentation. REV Today retains unconditional, and unrestricted, rights to market, sell, and distribute REV Today Products to all current and potential Clients and users. REV Today retains exclusive ownership of its Trademarks and Logos, including, without limitation, “REV Today” and “StoryTellr”, as they are depicted, in any respect, and including, without limitation, their use in REV Today Products and Documentation. This Agreement provides you with specified rights, and all rights, not expressly granted herein, are reserved by REV Today and/or its Third-Party Licensors.

SECTION 3 **SOFTWARE/SERVICE LICENSES**

Certain conditions, for use of the StoryTellr Software/Service, are described below, and are subject to the other terms of this Agreement.

3.1. StoryTellr Software/Service: The Subscriber is granted a limited, personal, non-assignable, non-transferable, non-exclusive, non-sublicenseable, License to use the Software/Service, during a defined Subscription Period, (Monthly Subscription Period, 3-Month Subscription Period, 6-Month Subscription Period, or Annual Subscription Period), as follows: (i) use the Software/Service, only on a Physical System owned by the Subscriber, (ii) concurrent or simultaneous use on two or more computers is prohibited, unless multiple Licenses are granted, and (iii) the Subscriber agrees not to disseminate or disclose the Subscriber's Account's Username or Password, nor to allow anyone else to utilize the Subscriber's Account for access to the Software/Service. The Subscriber understands that the foregoing rights, concerning the Software/Service, and/or receipt of Product Support, are subject to termination, if the Subscriber does not pay the Subscription Fee, or other amounts due, or otherwise breach this, or any other Agreement, with REV Today. The Subscriber understands, and agrees, that terminating the Subscriber's Service/License, or Service/License Agreement will result in the Deactivation of the Software/Service, at the end of the Subscription Period, resulting in the suspension of the ability to use the Software/Service and the ability to access the historical data contained within the Software/Service.

3.2 Compliance with Export Laws: The Subscriber agrees to comply with all applicable international, national, state, regional and local laws and regulations concerning use of REV Today Products. The Subscriber also acknowledges that REV Today, its employees and its agents are subject to U.S. Export Control Laws that prohibit or restrict: (i) transactions with certain parties, and (ii) the type and level of technologies and services that may be exported. These laws include, without limitation, the Export Administration Act, the Arms Export Control Act, the International Economic Emergency Powers Act, and the Regulations issued, pursuant to these and other applicable Export Laws. The Subscriber will comply, fully, with all Export Laws, to assure that

neither the Software/Service, nor any direct products thereof are: (1) exported, directly or indirectly, in violation of the Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. None of the Software/Service or underlying information or technology may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria, the Crimea region of Ukraine or any other country subject to U.S. sanctions, applicable to the Export or re-export of goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List and Foreign Sanctions Evaders List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the Department of State's Nonproliferation Sanctions list. The Subscriber acknowledges that the Subscriber can contact the U.S. Departments of Commerce and Treasury for guidance as to applicable export licensing requirements, sanctioned programs and other restrictions. By using the REV Today/StoryTellr Software/Service, the Subscriber agrees to the foregoing and represents and warrants that the Subscriber is not located in, under the control of, or a national or resident of any such country or on any such list, and that the Subscriber acknowledges the Subscriber is responsible to obtain any necessary U.S. Government authorization to ensure compliance with U.S. law.

3.3 Foreign Corrupt Practices Act (FCPA). The Subscriber warrants and represents that neither the Subscriber, nor any of the Subscriber's officers, directors, employees, agents or other representatives have performed, or will perform, any of the following acts, in connection with this Agreement, any sale made, or to be made hereunder, or any compensation paid, or to be paid, hereunder: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform their official functions with such Governmental Agency or instrumentality or any international organization or political party, (ii) inducing such person to use their influence with such governmental agency or instrumentality or international organization or political party to affect or influence any act or decision thereof, or (iii) securing any improper advantage.

SECTION 4

LICENSE RESTRICTIONS

The Subscriber's rights to use the StoryTellr Software/Service are (a) limited solely to those Rights identified in this Agreement, (b) subject to the Terms of this Agreement, and (c) subject to the Subscriber's payment of any Fees charged by REV Today. REV Today retains all rights, not expressly granted to the Subscriber in this Agreement. There are no implied License rights granted to the Subscriber. This Agreement governs any Up-dates, Up-grades, releases, revisions, or

enhancements to the Software/Service that REV Today may furnish to the Subscriber. This Agreement does not include a grant of any ownership right, title, interest, security interest, or other interest, in the source Code or Object Code of the Software/Service, in any copy of the Software/Service or Documentation, or in REV Today's Intellectual Property Rights. The Subscriber agrees that, unless the Subscriber have obtained REV Today's prior written consent, the Subscriber will not directly, or indirectly, or through any subsidiary, affiliate, agent, Designated Technician, or other third party, do any of the following with respect to Software/Service and Documentation: (i) use the Software/Service or Documentation in violation of the terms of this Agreement; (ii) grant a security interest in, sub-license, sell, lend, rent, lease, give, transfer rights to, assign, or otherwise dispose of, or deal with, all or any portion of the Software/Service, a copy thereof, or any interest in the Software/Service or Documentation, any such disposition made without such consent shall be null and void; (iii) provide, lend, disclose, divulge, make available to, or permit use of the Software/Service or Documentation by persons, other than the Subscriber, or the Subscriber's authorized employee, agent, or representative, which the Subscriber has engaged, for purposes of operating and using the Software/Service on the Subscriber's sole behalf; (iv) use the Software/Service in any Service Bureau, Facility Management, or Time Sharing Arrangement; (v) remove, obscure, or alter any notice of Patent, Copyright, Trade Secret, Trademark, or other Proprietary right of REV Today; (vi) reverse engineer, de-compile, or re-compile the Software/Service, or otherwise attempt to discover Source Code or Trade Secrets, related to the Software/Service or any part thereof; (vii) modify the Software/Service, or create derivatives or derivative works of the Software/Service; (viii) work around any technical limitations in the Software/Service; (ix) permit use of Software/Service by anyone other than the Subscriber; (x) assign or transfer the rights granted to the Subscriber pursuant to this Agreement; and (xi) concurrent or simultaneous use on two or more Physical Systems is prohibited, unless multiple Licenses are granted. The Subscriber further agrees not to disseminate, or disclose, the Subscriber's account's Username or Password, nor to allow anyone else to utilize the Subscriber's account for access to the Software/Service.

SECTION 5

CONFIDENTIALITY AND NON-DISCLOSURE

5.1. The Subscriber acknowledges that Confidential Information may be obtained, during the course of doing business, and during the term of this Agreement. This Information may include operations and affairs of REV Today, including particular methods and procedures used by it, to conduct Business, and the Subscriber agrees that all Records, Data, Materials, and all other Information and Equipment, provided by REV Today, are the sole property of REV Today, and remain so, after the termination of this Agreement. The Subscriber agrees to surrender all such Information or Material to REV Today on demand, or upon termination of this Agreement, by either party.

- 5.2. The Subscriber agrees that by, subscribing to REV Today/StoryTellr Software/Service, the Subscriber will have received Confidential Information about REV Today/StoryTellr, and that, irrespective of the cause of termination of this Agreement, the Subscriber will not engage, directly or indirectly, personally, or by any agent, use, disclose, copy, reproduce, disseminate, or otherwise produce, in oral, written or electronic fashion, to any Person, Firm, or Corporation, the name, or by means of any corporate or other device CRM, . Also, the Subscriber will not use knowledge of the Business, for the benefit of the Subscriber, or other persons, or divulge information or data concerning REV Today, including, customer names, prices, terms or particulars of REV Today, whether by sale, gift, or any device, subterfuge or evasion. The Subscriber will in good faith protect the goodwill of REV Today.

SECTION 6

CLIENT'S/LICENSEE'S DUTIES AND RESPONSIBILITIES

- 6.1. In performing the Subscriber's obligations, pursuant to this Agreement, the Subscriber is solely responsible for ensuring that all methods used in the compilation of Data or Leads, not received from REV Today, are in accordance with all applicable Federal, State, and Local Laws, Statutes, Regulations, Ordinances, and the Common Law and will obtain, and will maintain, in full force and effect, all Licenses, Permits, approvals, and other authorizations that are necessary or required, to be in compliance.
- 6.2. In addition to the general obligation to comply with all applicable Laws, Rules, and Regulations, and not in limitation thereof, the Subscriber specifically agrees that the Subscriber's methods of gathering Data will comply with the Federal Trade Commission's ("FTC") Telemarketing Sales Rule ("TSR"), the Telephone Consumer Protection Act of 1991, as amended ("TCPA"), Codified as, Title 47 of the US Code § 227, and with all other applicable Federal and State Laws, Rules, and Regulations, in regard to Tele-marketing. The Subscriber hereby agrees to become, and remain sufficiently familiar with those regulations, in order to ensure compliance with their terms.
- 6.3. In addition to the general obligation to comply with its applicable Laws, Rules, and Regulations, and not in limitation thereof, the Subscriber agrees not to transmit unsolicited Commercial E-mail or "Spam," as defined in the "Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003," the "CAN-SPAM Act," 15 U.S.C. §7701, not to illegally create, or collect E-mail addresses, are not to deceptively use E-mail relays or transmissions, and not to otherwise violate the CAN-SPAM Act, in generating Leads, or otherwise performing its obligations hereunder.
- 6.4. **Registration for Service, Password, and Security.**
1. To become a Subscriber/Licensee to use the REV Today/StoryTellr Software/Service, the Subscriber must register, by providing REV Today with current, complete, and accurate Information, as prompted by the <https://www.storytellrapp.com/signup/> The Subscriber will also choose a Password

and a REV Today ID name. The Subscriber is required to provide REV Today with accurate, complete, and updated registration Information. The Subscriber shall not knowingly provide inaccurate Information with the intent to create a false identity.

2. The Subscriber also agrees not to provide false or misleading information in the administrative panel of the Software/Service or the Subscriber's Website. This includes, but is not limited to, providing false E-mail address in "FROM:" field on outgoing E-mails.
3. The Subscriber is entirely responsible for maintaining the confidentiality of the Subscriber's Password and Account. Furthermore, the Subscriber is entirely responsible for any and all activities that occur under the Subscriber's Account. The Subscriber agrees not to provide false or misleading Information on the Software/Service Sign-up Form. This includes, but is not limited to, providing false Name or E-mail address.
4. The Subscriber agrees to notify REV Today, immediately, of any unauthorized use of the Subscriber's account, or any other breach of security. The Subscriber agrees that REV Today is the neutral host of the Software/Service and has no responsibility or liability, in relation to the Business methods/tools that the Subscriber represents, as part of the Subscriber's use of the Software/Service.
5. The Subscriber agrees that REV Today may rely on any data, notice, instruction or request furnished to REV Today by the Subscriber, which is reasonably believed, by REV Today, to be genuine, and to have been sent or presented by a person reasonably believed, by REV Today, to be authorized to act on the Subscriber's behalf.
6. The Subscriber shall notify REV Today at support@storytellr.com of any known or suspected unauthorized uses of the Subscriber's Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of the Subscriber's Password. The Subscriber shall be responsible for maintaining the confidentiality of the Subscriber's Password, and the Subscriber is responsible for all usage, and activity, on the Subscriber's Account, including use of the Account by a Third-Party authorized by the Subscriber to use the Subscriber's Account.
7. Any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination by REV Today, and referral to the appropriate Law Enforcement Agencies.
8. The Subscriber acknowledges, and agrees, that the Subscriber will promptly notify REV Today, if the Subscriber is aware of any person who, in the Subscriber's good faith opinion, is intending to take unfair advantage of the Software/Service provided by REV Today.
9. REV Today reserves the right to send an E-mail to you, for the purposes of informing the Subscriber of applicable offers, changes, or additions to the Software/Service, or any related products and services.

6.5. Any unauthorized use of the Software/Service is expressly prohibited. The Subscriber agrees to abide by all applicable Local, State, and National Laws and Regulations, and the Subscriber is solely responsible for all acts or omissions that occur under the Subscriber's Account or Password, including the content of the Subscriber's transmissions through the Software/Service. By way of example, and not as a limitation, You agree not to:

1. Use the Software/Service in connection with chain letters, junk E-mail, pyramid schemes, untrue, inaccurate, misrepresentative, deceptive, or otherwise unethical testimonials, cross soliciting, money games, spamming, or any duplicative or unsolicited messages, commercial or otherwise;
2. Harvest, or otherwise collect, information about others, including E-mail addresses, without their consent;
3. Create a false identity or forged E-mail, or otherwise attempt to mislead others, relative to the identity of the sender or the origin of the message;
4. Transmit, through the Software/Service, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material, of any kind or nature;
5. Transmit any material that may infringe the Intellectual Property Rights, or other rights, of Third-Parties, including Trademark, Copyright or Right of Publicity;
6. Libel, defame, or slander any person, or infringe upon any person's Privacy Rights;
7. Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;
8. Violate any United States Law, regarding the transmission of Technical Data or Software/Service exported from the United States, through the Software/Service;
9. Interfere with or disrupt Networks, connected to the Software/Service or violate the Regulations, Policies or Procedures of such networks;
10. Attempt to gain unauthorized access to the Software/Service, other Accounts, Computer Systems or Networks connected to the Software/Service, through Password Mining or any other means;
11. Interfere with another Affiliate's use, and enjoyment, of the Software/Service or another Entity's use and enjoyment of similar services; or engage in any other activity that REV Today believes could subject it to criminal liability or civil penalty or judgment.

6.6. Forbidden Content.

1. The Subscriber agrees that they will not host, post, or promote any Website which advocates, encourages, endorses, or makes possible, any form of pornography, gambling, pyramid schemes, illegal, untrue, inaccurate, misrepresentative, deceptive, or otherwise unethical testimonials, or any type of Business Method, or tool, that is unethical, illegal, or otherwise objectionable whatsoever. The Subscriber agrees that they will not post, or promote, any Copyrighted Materials not their own. The Subscriber agrees that the Subscriber will not post, or promote,

any material which is pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate. Affiliates are prohibited from transmitting on, or through, any of the Software's Services, any material that is, in the REV Today/StoryTellr Software/Service's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or that encourages conduct which would constitute a Criminal Offense, give rise to Civil Liability, or otherwise violate any Local, State, National or International Law. Affiliates are prohibited from making any income claims or illegal product claims of any sort. This action will result in immediate termination of the Subscriber's account without refund. Any Service interruptions, as a result of Subscriber's spamming will be Billed to you at \$500.00 per hour, with a \$1,000 minimum Billing for clean-up. The Subscriber will also be in violation of this Agreement, and may be subject to Legal Action.

2. REV Today reserves the sole right to ban any Business Method, or tool, from being promoted through the Software/Service.
3. Should REV Today discover that the Subscriber's Site, or the Subscriber's communications, promote Business Methods, or tools, of this type, in any form, will constitute grounds for immediate suspension or termination of the Subscriber's Software/Service, and the loss of all content contained in the Subscriber's Database.
4. REV Today does not take responsibility for monitoring any usage of the Software/Service. It is the Subscriber's responsibility to ensure that all usage of the System complies with this Agreement.

6.7. Submitting/Importing Information.

1. The Subscriber represents to REV Today that any, and all, E-mails that the Subscriber uploads into the System are "Opt in" and contacts that have specifically requested Information regarding the Subscriber's Business Methods, or Tools. The Subscriber also represents that any content that the Subscriber uploads to the Software/Service is solely owned by the Subscriber, or provided by the Subscriber, with the express authority of the Owners, does not infringe upon any other Individual's or Organization's rights including, without limitation, Copyright, Trademark, or Intellectual Property Rights.
2. By submitting Content, Data, or other Personally Identifying Information, provided by others, to any "Public Area," e.g. public chat rooms, bulletin boards, auto responder, etc., the Subscriber automatically grants to REV Today a royalty-free, perpetual, irrevocable, non-exclusive right, and License, to use, reproduce, sell, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content, Data, or Leads, in whole or part, worldwide and/or to incorporate it into other works in any form, media, or technology, now known, or later developed, for the full term of any rights that may exist in such Content.

3. Although REV Today provides some encryption to protect certain Personal Information which is transmitted, the Subscriber understands that the Subscriber's upload, and transmissions, may be intercepted, and used, and that all of the risks associated therewith, is solely the Subscriber's. The Subscriber shall not upload to, or distribute, or otherwise publish, through the Software/Service, any Content, which is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any Law. As REV Today does not, and cannot, review every Message created by the Subscriber, the Subscriber shall remain solely responsible for the content of the Subscriber's Messages.
4. REV Today reserves the right to disclose Information about Sales and usage generated by the Software/Service, in forms that do not reveal the Subscriber's Personal Identity.

SECTION 7

PAYMENT INFORMATION AND LICENSE FEES

- 7.1. **The License Fee** is the Fee, that the Subscriber pays to REV Today, in exchange for a License to use the StoryTellr Software/Service, for a Monthly Subscription Period, a 3-Month Subscription Period, a 6-Month Subscription Period, or an Annual Subscription Period, in accordance with the limitations established in this Agreement.
- 7.2. **Initial and Recurring Payments:** When the Subscriber originally signs up for a Subscription Period, the Subscriber will provide REV Today with a Credit Card. After receiving billing authorization, and receiving the initial payment, the Subscriber's Credit Card number will be stored in a secure password protected Merchant System. The Subscriber agrees that any Automatic Recurring Payments will be using the same Credit Card that is on file. Any exception to this would be when the Subscriber up-date the Credit Card, on the Subscriber's Account, via website or over the phone with one of REV Today's representatives. If the Subscriber up-dates the Credit Card on the Account, the Subscriber agrees that you are also authorizing recurring payments on the updated Credit Card.
- 7.3. **Recurring Payment Dates:** The Subscriber can elect to either pay month-by-month, even if the Subscriber is on a Subscription Agreement, or pay the entire Subscription Fee at sign-up. In the event that the Subscriber elects to pay month-by-month, even if the Subscriber is on a Subscription Agreement, the Subscriber's Credit Card shall automatically be billed, monthly, on the same date of the month, as when the Subscriber signed up. For example, if the Subscriber signed up on the 20th of May 2018, then the next automatic billing date shall be on the 20th of June, 2018.
- 7.4. **Subscription Fee Changes:** REV Today reserves the right to change its Subscription Fees at any time. Any such Subscription Fee changes will be made known to the Subscriber before the next Subscription payment. In the event the Subscriber has a Subscription

Agreement, any Subscription Fee changes shall take effect after the end of the Subscription Agreement Period.

SECTION 8 **PRODUCT SUPPORT**

In the case of Software/Service, for which the Subscriber paid a Subscription Fee, Standard Support is included in the Subscription Fee. As a condition of receiving Product Support, the Subscriber agrees to provide all information reasonably requested by REV Today Support Personnel that they deem necessary, for the delivery of such Support. The Subscriber acknowledges, and agrees, that such information may be sent to REV Today or its designee, and the Subscriber warrants and represents that the Subscriber will obtain, to the extent required by law or contract, any consents or waivers necessary to provide such information, including, without limitation, any such information that constitutes personally identifiable information or which is subject to Data Privacy Laws and Regulations.

SECTION 9 **TERMINATION**

9.1. This Agreement is effective, until terminated, as permitted in this Section. Either Party may terminate this Agreement at any time.

9.2. Client/Licensee Termination:

1. The Subscriber may terminate the Subscription, at any time, by e-mailing a cancellation request to support@storytellr.com, or mailing in a written cancellation request to the REV Today Corporate Office: 195 W Main Street, American Fork, UT 84003. The Subscriber will receive a prompt 100% refund, if this is done within the first three (3) business days of original Subscription Period.
2. In order to avoid an **Automatic Subscription Renewal Period**, the e-mail must be received at least five (5) business days, prior to the beginning of the Subscriber's next Subscription Period. There will be no refunds, under any other circumstances, including partial use of service or termination of service, prior to the end date.
3. In the event that the Subscriber has a **Subscription Agreement**, but wants to terminate the Subscription Agreement early, the Subscriber agrees to pay the agreed-upon early termination fees, within fifteen (15) days of termination date.

9.3. REV Today Termination:

1. If, for its convenience, REV Today terminates this Agreement, as to a Monthly Software/Service Subscription, it shall terminate this Agreement, at the end of the Monthly Subscription Period, and there shall be no refunds paid.

2. If, for its convenience, REV Today terminates the Subscription Agreement, it shall refund a portion of the Fee paid, on a pro rata basis, in an amount, corresponding to the remaining unused period of the Subscription Agreement.
3. In the event of your material breach of this Section of the Agreement, or the Subscriber's failure to timely pay Fees due, and owing to REV Today, REV Today may terminate this Agreement, effective immediately, by providing a Notice to the Subscriber. REV Today may terminate this Agreement within ten (10) days written Notice to the Subscriber, if the Subscriber materially breaches any provision of this Agreement, and fails to cure such breach within ten (10) days, after receiving REV Today's written Notice of the breach. In the case of termination for the Subscriber's Material Breach of this Agreement, the Subscriber shall not be entitled to a refund of any portion of the Subscription Fee.

SECTION 10

DISCLAIMER OF WARRANTIES

REV Today does not warrant that the Software/Service will meet the Subscriber's requirements or that its operation will be uninterrupted or error-free. Except as expressly stated in this Agreement or the standard REV Today return policy, the Software/Service is provided, "as is." Except as stated in this Agreement, there are no warranties, representations, or conditions, express or implied, written or oral, arising by statute, operation of law, or otherwise, regarding the Software/Service, or any other REV Today Product or Service provided, pursuant to, or in connection with, this Agreement. Unless otherwise stated in this Agreement, and to the maximum extent permitted by applicable law, REV Today, its Corporate Affiliates, employees, subsidiaries, agents, and authorized representatives disclaim all Warranties and Conditions, whether express, implied, or statutory, including, without limitation, any warranties or conditions of, or related to: merchantability, durability, fitness for a particular purpose, lack of viruses, non-infringement, accuracy or completeness of responses, results, workmanlike effort, and negligence. Also, except as otherwise stated in this Agreement, and to the maximum extent permitted by law, there is no warranty, duty, or condition of title. This is an arm's length transaction, and the Subscriber acknowledges that the Subscriber has engaged in appropriate Due Diligence, concerning both REV Today and the StoryTellr Software/Service. Consequently, unless this Agreement expressly provides otherwise, the entire risk arising out of the use of, or performance of, the Software/Service, remains with the Subscriber. No agreements, varying or extending the foregoing Warranties or limitations will be binding on either Party, unless in writing, and signed by an authorized representative of both Parties.

SECTION 11

LIMITATION OF LIABILITY

The liability, if any, of REV Today, its Corporate Affiliates, subsidiaries, employees, agents and authorized representatives, for any losses, shall be limited to direct Damages, and shall not exceed any Fee that the Subscriber has paid for use of the Software/Service. In no event shall REV Today, its Corporate Affiliates, Subsidiaries, Employees, Agents or Authorized Representatives be liable for any incidental, indirect, special, punitive, or consequential damages, including, without limitation, procurement of substitute goods or services; loss of profits and revenues, use, or data; or business interruption. The limitations imposed by this Section, the remedies available, and the consideration exchanged, reflect the allocation of risk between the Parties and are an essential element of the basis of the bargain between them. These limitations apply, even in the event of fault, tort, negligence, misrepresentation, or strict or product liability. In no event shall any person who has contributed to any part of the REV Today Products be liable for any Damages whatsoever, however caused, and on any theory of liability, whether in Contract, Strict Liability, or Tort, including Negligence or otherwise, arising, in any way, out of the use of the REV Today Products. The Subscriber releases REV Today from all Liability in excess of the liabilities that are limited by this Section, including, without limitation, any claim for indemnification or contribution, whether arising under Statutory Law, Common Law, or otherwise. If the Subscriber acquired the Software/Service for the purposes of a Business, the Subscriber confirms that any applicable consumer protection laws do not apply to the Subscriber or the Subscriber's use of the Software/Service. If REV Today breaches a condition or warranty implied by applicable law, and which cannot lawfully be modified or excluded by this Agreement then, to the extent permitted by law, REV Today's liability to the Subscriber is limited, at REV Today's option, to: (a) replacement or repair of the Software/Service and/or re-supply of Product Support; or (b) the cost of replacing or repairing the Software/Service and/or the cost of re-supplying Product Support. The Subscriber agrees to comply with any and all Third-Party Licensing requirements that may be affected by the Subscriber's use of the Software/Service. The Subscriber further agrees to indemnify, and hold REV Today harmless, from any and all Claims by Third Parties, relating to the Subscriber's use of the Software/Service, in violation of any Third-Party Licensing requirements.

SECTION 12

COMPLIANCE WITH INTELLECTUAL PROPERTY OBLIGATIONS

The Subscriber acknowledge that certain REV Today Products include features, and functionality, that transfer Electronic Data, and that these processes require the copying of such Data, which may include digital files, software programs, and other Data that may be protected by Third-Party Intellectual Property Rights, such as Copyrights. The laws and regulations, governing the use and copying of such Data vary by jurisdiction. The Subscriber understand, and agree, that REV Today has no knowledge concerning the Data contained in the Software/Service, or transfer, through use of REV Today Products. Therefore, REV Today has no knowledge of the Third-Party Intellectual Property rights applicable to that Data. The Subscriber also understands and agrees that this Agreement does not grant the Subscriber authority, or License, to copy or transfer the

Data contained in the Software/Service. The Subscriber acknowledges, and agrees, that it is solely the Subscriber's obligation to understand and comply with Laws associated with the contents of the Software/Service. The Subscriber represents, and warrants, that the Subscriber's use of REV Today Products does not violate applicable International, National, State, Regional or Local Laws or Regulations governing the back-up, copying, or transfer of the Data contained in Software/Service, and the Subscriber further agrees to indemnify, and hold REV Today harmless, against costs, expenses, and liabilities arising from any claim that the Subscriber's use of REV Today Products violates Third-Party Intellectual Property Rights.

SECTION 13 **NOTICES**

All Notices required, or permitted to be given, or served, under this Agreement shall be in writing and: (a) personally delivered to the Party to be notified, in which instance Notice shall be deemed to have been given and received upon actual delivery; (b) sent by a reputable over-night commercial courier service, such as FedEx or UPS, addressed to the Party to be notified, in which instance notice shall be deemed to have been given one (1) business day after deposit with such courier service for delivery; (c) sent by E-mail or Facsimile, in which instance Notice shall be deemed to have been given, and received, upon actual delivery; or (d) delivered to the Party to be notified by any other means where it can be established that the Party to be notified received such Notice, in which instance Notice shall be deemed to have been given and received upon the date of receipt. The point of contact of the Parties for notice by any of the foregoing means shall be as follows. If to REV Today: REV Today LLC, 195 W Main Street, American Fork, UT 84003; email address: support@storytellr.com. If to the Subscriber: to the address, facsimile, and/or email address provided by the Subscriber to REV Today. Either Party may change its contact information for Notice purposes by giving ten (10) days prior written notice to the other Party in the manner described above.

SECTION 14 **MISCELLANEOUS**

- 16.1. Documentation Review.** The Subscriber agrees that they will review the Documentation, relating to the REV Today Products, including but not limited to, on-line user guides outlining proper installation and use of the REV Today Products.
- 16.2. Severability.** If any provision of this Agreement is unenforceable or is invalid, pursuant to any applicable Law, such unenforceability, or invalidity, will not render this Agreement unenforceable, or invalid, as a whole, and such unenforceable or invalid provision will be changed, and interpreted, so as to best accomplish the objectives of such provision within the limits of applicable Law.

- 16.3. Entire Agreement.** Unless the Subscriber has entered into a separate, written and signed Agreement with REV Today, that expressly modifies this Agreement, this Agreement is the complete and exclusive statement of the Agreement between the Subscriber, and REV Today, concerning the REV Today Products and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties.
- 16.4. Relationship of Parties.** The Subscriber and REV Today are independent contractors, and no provision of this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship, between the Parties. The Subscriber agrees that they are not entitled to the rights, or benefits, that may be afforded to REV Today's Employees, and that the Subscriber is solely responsible for all of the Subscriber's income taxes or other applicable taxes.
- 16.5. Waiver or Modification.** This Agreement may not be modified, except by a written and express amendment or addendum, issued by a duly authorized representative of REV Today. The Subscriber understands and agrees, that REV Today, in its sole discretion, may amend or modify this Agreement at any time. The Subscriber acknowledges, understands, and agrees that the Subscriber's receipt of future releases of the Software/Service, including Updates and Up-grades, will require the Subscriber's acceptance of a new Subscriber/Licensee License Agreement which may alter, amend, or replace all, or part, of this Agreement, and affect the Parties' obligations concerning the REV Today Products. No delay or failure to take action represents a waiver of the rights inherent to, retained by, or granted to REV Today under this Agreement.
- 16.6. No Third Party Beneficiary.** No third party is, or shall be, a beneficiary of this Agreement, and no third party shall have the right to enforce this Agreement.
- 16.7. Assignment.** This Agreement is personal to the Subscriber, and the Subscriber may not assign it, including by operation of law, except as provided in Section 5. A change of control of Subscriber/Licensee shall constitute an Assignment. Any other attempt by the Subscriber to transfer the rights or obligations under this Agreement will be null and void, and will constitute a material breach of this Agreement.
- 16.8. Headings and Captions.** The Headings and Captions used in this Agreement are for convenience or reference only, and shall not modify, expand, limit, or describe the scope or intent of this Agreement, or in any other way affect the terms or conditions of this Agreement.
- 16.9. Force Majeure.** No delay, failure, or default in the performance of any obligation of REV Today shall constitute a breach of the Agreement to the extent caused by fire, flood, explosion, war, terrorism, embargo, labor strike, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control.
- 16.10. Applicable Law.** This Agreement shall be governed, and construed, exclusively in accordance with the Laws of the State of Utah, U.S.A., without application of any choice-of-law or conflict-of-law principles, rules, or provision that would result in the application of the Laws of any jurisdiction, other than Utah. The Parties irrevocably submit to the

personal jurisdiction of the State or Federal Courts of Utah. Any action for provisional relief, concerning this Agreement, or the Parties' relationship hereunder, including, but not limited, to a temporary restraining order, preliminary injunction, attachment in aid of arbitration, or order for any interim or conservatory measure, shall be brought exclusively in Utah County, in the State of Utah, U.S.A. The Parties consent, and submit, to the exclusive jurisdiction of the State or Federal Courts in Utah County, in the State of Utah, U.S.A., for purposes of any action for such provisional remedy or interim or conservatory measure.

16.11. Dispute Resolution. At the election of either Party to this Agreement, any dispute, controversy, or claim, arising out of, relating to, or in connection with, the following shall be submitted for final resolution by Arbitration: the Software/Service's performance, including, without limitation, any alleged deficiency or defect; loss or corruption of data or damage to systems or infrastructure; breach or alleged breach of privacy or Data privacy laws or regulations; the existence or breach of a contractual, statutory, or common-law warranty associated with this Agreement or a REV Today Product; the terms and obligations of this Agreement, as they pertain to the foregoing; and the performance, termination, rescission, or alleged breach of this Agreement, as they pertain to the foregoing collectively, "Arbitral Dispute". In the event Arbitration is elected, both Parties expressly waive any right to a trial by jury for any claim constituting an Arbitral Dispute. Any claim by REV Today, for infringement or violation of Copyright, Trademark, or Intellectual Property Rights is not an Arbitral Dispute, but shall be brought, exclusively, before a court of competent jurisdiction in Utah County, in the State of Utah, U.S.A. In the event of an Arbitral Dispute, the election to Arbitrate must be made in writing, by a Party, on or before the last day to Answer and/or respond to a Summons and Complaint, brought by the other Party. If the Subscriber is a U.S. resident, or maintain a place of business in the U.S., the Arbitration shall be conducted by the American Arbitration Association, the "AAA" in accordance with the AAA Commercial Arbitration Rules in effect at the time of the arbitration, excepting any rules pertaining to Class Arbitrations. If the Subscriber is not a U.S. resident or does not maintain a place of business in the U.S., the Arbitration shall be conducted by the International Centre for Dispute Resolution, the "ICDR" in accordance with the ICDR International Arbitration Rules in effect, at the time of the Arbitration, excepting any rules pertaining to Class Arbitrations. The AAA and ICDR are referred to as, "Arbitral Bodies". The Commercial Arbitration Rules and International Arbitration Rules are collectively referred to as, the "Rules". Copies of the Rules can be obtained, free of charge, at <http://www.adr.org/>. The Parties shall be entitled to conduct discovery by Interrogatory, Request for Production of Documents, Subpoena to third parties, and oral Deposition.

The Parties intend that any Arbitration between them shall involve only the claims between the Parties, and not any claims by a Party against a Third Party. No other dispute between a Party, and a Third Party, shall be included in the Arbitration. Class Arbitration shall not be permitted. The Arbitration shall be conducted by a single Arbitrator selected in

accordance with the Rules, except that the Arbitrator must be a retired State or Federal Judge. Filing fees, Arbitration Fees, and other Fees, imposed by the Arbitral Bodies, shall be paid initially by REV Today. The place of Arbitration shall be Utah County, in the State of Utah, U.S.A. and shall be conducted in the English language, unless the Parties agree otherwise in writing. Any Arbitral Award must be a reasoned award that: fully sets forth findings of fact from the evidence presented; applies the Findings of Fact to the Law of the Case; fully sets forth Conclusions of Law based upon the Parties' respective Legal Theories; explains which Legal Theories were followed and why; and, if damages, costs, and/or fees are awarded, specifies the calculations of the types of damages, costs, and/or fees awarded as to each Party. Any Award is final, and binding on the Parties, and may be challenged in a Court of competent jurisdiction only upon those grounds allowed under the Utah Uniform Arbitration Act. In the absence of challenge, Judgment on the Award may be entered in any Court of competent jurisdiction. Without otherwise limiting the authority conferred on the Arbitrator by this Agreement, and the Rules, the Arbitrator shall not have the authority to exercise equitable principles or award equitable remedies. By agreeing to Arbitration, the Parties do not intend to deprive any court of competent jurisdiction in Utah County, State of Utah, U.S.A., of its ability to hear disputes that are not Arbitral Disputes or to issue any form of provisional remedy, including, but not limited to, a Temporary Restraining Order, Preliminary Injunction, Attachment in aid of Arbitration, or order for any interim or conservatory measure. A request for such provisional remedy, or interim or conservatory measure, by a Party, to a Court, shall not be deemed a waiver of the Agreement to Arbitrate. In the event that REV Today is the prevailing party in any Arbitral Dispute, the Arbitral Body shall award REV Today its costs incurred in the proceeding, including, without limitation, Filing Fees, Arbitrator Fees, and other Fees imposed by the Arbitral Body.

16.12.No Fault Tolerance. The Software/Service contains technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the Software/Service could lead to death, personal injury, or severe physical, property, or environmental damage.

16.13.Survival. The provisions of this Agreement relating to payment of any Fees or other amounts owed, infringement of Intellectual Property Rights, Warranties, Limitation of Liability, Dispute Resolution, matters of construction or interpretation, and other provisions that, by their nature, survive termination, shall survive any termination or expiration of this Agreement.

16.14.Electronic Transaction. The Parties agree that this Agreement may be formed, executed, and/or delivered by electronic means, including the use of electronic signatures and/or electronic agents in accordance with the Utah Uniform Electronic Transactions Act, Utah Code Ann. §46-4-101 et seq.

16.15.Electronic Communications. The Subscriber acknowledges, and agrees, that REV Today may communicate with the Subscriber regarding the Subscriber's account or REV Today Products via e-mail or other electronic communications. The Subscriber hereby consents to

these communications and others, regarding the latest REV Today developments, including new product releases, up-grades, special offers, and other information that REV Today believes may be relevant to the Subscriber's use of REV Today Products.

16.16. Personal Information and Privacy. The Subscriber understands and agrees that, when the Subscriber subscribes to the Software/Service, REV Today collects certain User Information. REV Today collects this Information to assist in providing Maintenance and Product Support, and to comply with applicable export control laws. The Subscriber also understands and agrees that the Subscriber may provide certain Information to REV Today. This information may include the following: the Subscriber's Company Name and Company Address, together with the name(s), telephone number(s), and e-mail address(es) of any representative(s) the Subscriber identifies, as contact persons, for account, support, or technical purposes, relating to REV Today Products or their purchase or licensure. If the Subscriber provides information to REV Today the Subscriber represents and warrants that the Subscriber is authorized to provide such information or the Subscriber has obtained any necessary consent to provide such information, including appropriate consent under applicable Data Privacy Laws. REV Today will use commercially reasonable safeguards to deter unauthorized use, or disclosure of Information provided to them. REV Today will not access, or use, such Information or disclose such Information to Third Parties, other than as permitted, or required by law, or this Agreement, or is necessary to deliver the REV Today Products and Services, pursuant to this Agreement or any other Agreement pertaining to the REV Today Products that you may have entered into with a Third Party. REV Today will never sell the information the Subscriber provides to them. Please visit REV Today's website to review the Privacy Policy.

16.17. Customer Contact. If the Subscriber has any questions concerning this Agreement, the Subscriber may contact REV Today as follows: website - www.storytellr.com telephone 513-712-9693; mail – REV Today LLC, 195 W Main Street American Fork, UT 84003, U.S.A.

NOTICES FROM THE MULTIPLE LISTING SERVICE

I, THE CLIENT/LICENSEE/SUBSCRIBER, WHO IS SIGNATORY TO THIS REV TODAY, LLC/STORYTELLR SERVICE/LICENSE AGREEMENT, DO HEREBY AGREE THAT, IN THE EVENT THAT I RECEIVE ANY TYPE OF NOTICE, FROM THE MULTIPLE LISTING SERVICE, RELATIVE TO ANY ALLEGED VIOLATION OF MY MULTIPLE LISTING SERVICE SUBSCRIPTION AGREEMENT, EITHER DURING THE TERM OF THIS AGREEMENT, OR SUBSEQUENT TO THE TERMINATION OF THIS AGREEMENT, I WILL IMMEDIATELY FORWARD A COPY OF THE NOTICE TO REV TODAY, LLC, VIA ELECTRONIC MAIL TRANSMISSION, AT THE FOLLOWING ADDRESS, TO-WIT: SUPPORT@STORYTELLR.COM, AND I WILL IMMEDIATELY TELEPHONE STORYTELLR SUPPORT, AT 513-712-9693.

NON-DISCLOSURE OF CONTACT INFORMATION

I, THE CLIENT/LICENSEE/SUBSCRIBER, WHO IS SIGNATORY TO THIS REV TODAY, LLC/STORYTELLR SERVICE/LICENSE AGREEMENT, DO HEREBY AGREE THAT I WILL NOT DISCLOSE, TO THE CONTACT/PROPERTY OWNER, THE SOURCE OF MY CONTACT INFORMATION AND, FURTHER, I WILL NOT DISCLOSE, TO THE CONTACT/PROPERTY OWNER, THE NAME OF, OR ANY INFORMATION ABOUT, REV TODAY, LLC OR STORYTELLR.

ACKNOWLEDGEMENT

I, THE CLIENT/LICENSEE/SUBSCRIBER, WHO IS SIGNATORY TO THIS AGREEMENT, HAVE READ THIS REV TODAY, LLC/STORYTELLR SERVICE/LICENSE AGREEMENT, UNDERSTAND ITS CONTENTS, AND AGREE THAT IT ACCURATELY SETS FORTH MY UNDERSTANDING, AND AGREEMENT, RELATIVE TO THE SUBJECT MATTER OF THIS AGREEMENT, BEING THE PROVISION BY REV TODAY, LLS, OF THE STORYTELLR SOFTWARE/SERVICE.

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