

**LONE WOLF REAL ESTATE TECHNOLOGIES, INC.  
and  
AFFILIATES**

**TERMS OF SERVICE**

**UPDATED AS OF MAY 1, 2020**

These Terms of Service are entered into as of the Effective Date between the entity identified as "Lone Wolf" on the Sales Order (referred to herein as "**Lone Wolf**", "**We**", "**Us**" or "**Our**") and the individual or entity identified as the "Customer" on the applicable **Sales Order** (referred to herein as "**Customer**", "**You**" or "**j**"). These Terms of Service, coupled with the applicable Sales Order, shall be referred to herein as the "Agreement." **BY USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings given to them in the Sales Order. In this Agreement, the following terms shall have the following meanings:
  - 1.1. "**Administrator**" is a User designated by You who is authorized to administer access to the Services for You and Your employees, vendors, member retailers and consumers.
  - 1.2. "**Agents**" means real estate agents, associates, licensed assistants, sales representatives, or salespersons.
  - 1.3. "**Effective Date**" shall mean the date a Sales Order is executed, or such other date as may be specified as the Effective Date on the Sales Order.
  - 1.4. "**Forms Software**" means, the zipLogix suite of products and the TransactionDesk suite of products owned and marketed by Lone Wolf and any ancillary products or features intended to be used with the zipLogix suite of products or the TransactionDesk suite of products.
  - 1.5. "**Instruction**" means an instruction relating to the Services that is communicated to Us by You or by a User using any means, including, but not limited to, telephone, email or through the Services.
  - 1.6. "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
  - 1.7. "**Lone Wolf Technology**" means all of Our proprietary technology (including software modules, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by Lone Wolf in providing the Services.
  - 1.8. "**Sales Order**" means any ordering document (also including, but not limited to, an online click-through), representing Your agreement to purchase Services, Support, or Professional Services (as defined herein) from time to time, and that either (a) specifies, among other things, the Services, Support and Professional Services ordered, the number of subscriptions ordered for

a Service, and the Fees (as defined below), or (b) represents a renewal or continuation of Services, Support or Professional Services previously used by You. Sales Orders shall be deemed incorporated into this Agreement by reference, provided that in the event of a conflict between these Terms of Service and any Sales Order, the Sales Order shall prevail.

- 1.9. **“Personal Information”** means any information that identifies an individual or for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify an individual, recorded in any form.
- 1.10. **“Professional Services”** means (a) initial training and instructional support of the Services (collectively, “Professional Services”) provided from time to time, in connection with Your subscription for the Services, to You and Your Users via teleconference or web conference (b) services provided in connection with the digitization or other preparation of forms for use in the Services (including but not limited to Custom Forms as described in Section 3.19), or (c) other services as described in an applicable Sales Order, Statement of Work or other document executed in connection with these Terms of Service. Professional Services may also be conducted in other formats as mutually agreed to by the parties.
- 1.11. **“Services”** means the various software and data applications identified in Sales Orders, including but not limited to products and any Real Estate Forms not provided to Us by You.
- 1.12. **“Subscription Term”** means the period during which a specified number of Users are licensed to use the Services and shall comprise in succession an Initial Term, as set out in the applicable Sales Order, and subsequent Renewal Term(s), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.13. **“Support”** means the general maintenance services and technical support provided in respect of the Services set forth in Schedule A to this Agreement, but does not include any other Professional Services.
- 1.14. **“System”** means the systems including, but not limited to, third-party hosting facilities, used by Us to support and provide certain features and functionality relating to the Services.
- 1.15. **“Third Party Forms”** has the meaning set forth in Section 5.4(a).
- 1.16. **“User”** means an individual who is authorized to use the Services and who has been supplied with user credentials.
- 1.17. **“Your Data”** means any data or information including, without limitation, any Personal Information or other materials of any nature recorded in any form whatsoever disclosed or provided to Us by You or a User in the course of using the Services or in connection with the Services.

## 2. SERVICES

- 2.1. **Sales Orders.** Subject to the terms and conditions of this Agreement, We agree to provide You, on a subscription fee basis, the Services, Support or Professional Services identified on the applicable Sales Order. You may place orders for additional subscriptions to use the Services or for Professional Services, by executing a new or additional Sales Order.
- 2.2. **Provision of Services.** We shall make the Services, Support and Professional Services available to You pursuant to this Agreement during the Subscription Term. You agree that any purchases made under this Agreement are neither contingent on the delivery of any future

functionality or features nor dependent on any oral or written comments made by Us regarding future functionality or features. The Services shall be made available to You through the System.

### **3. USE OF THE SERVICES**

#### **3.1. License Grant.**

- (a) Subject to the terms and conditions of this Agreement and any click-through terms and conditions within the Services, We grant You a non-transferable, non-exclusive right, during the Subscription Term only, to access and use the Services, for internal business purposes only. You acknowledge that such purposes may necessitate You providing access (via the Internet) and use of the Services to authorized Users. You may only (i) access the Services as stated in this Agreement; and (ii) permit such access by authorized Users. Use of any of the Services without a valid license is specifically prohibited.
- (b) Notwithstanding Section 3.1(a), We acknowledge that certain software components of the Services (“Components”) may be loaded on Your server or computers and the servers or computers of Users. Accordingly, subject to the terms and conditions of this Agreement, We hereby grant to You and You hereby accept a fully non-exclusive, non-transferable license to: (i) load the Components on Your servers or computers and to operate and use the Components solely in combination with (and to operate) the remainder of the Services for internal business purposes only; and to (ii) distribute such Components to Your employees, brokers or Agent(s) and to require each such persons to load such Components onto its respective servers or computers and use the Components solely in combination with (and to operate) the remainder of the Services; and for no other purpose. You shall ensure that all Components installed on any computer are promptly uninstalled and/or deactivated upon termination of any license granted herein.
- (c) If You are registered to use the Services for any limited purpose (including but not limited to accessing, reviewing or signing documents, or for training or demonstration purposes), Your license and use of the Services is limited to the purpose for which You are registered. Licenses issued pursuant to this Section 3.1(c) shall include, but shall not be limited to, Administrator licenses, collaboration licenses, training licenses, and demonstration licenses. All licenses issues pursuant to this Section 3.1(c) are subject to all limitations set forth in this Agreement, and in addition, Administrator, demonstration and training Licenses shall not be used in connection with the performance, execution or facilitation of actual real estate transactions.
- (d) If Your use of the Services is (i) paid for in whole or in part pursuant to a contract between Us and a third party including but not limited to “Broker Edition” or “Team Edition” products or “member benefit” arrangements or (ii) requires the setup and/or use of a third party service, including but not limited to MLS subscriptions (each of (i) or (ii) a “Third Party Arrangement”), You hereby grant us permission to obtain information from and/or share information with the applicable third party to (x) verify Your eligibility to use the applicable Services or (y) set up and manage any third party services arranged or used in connection with Your use of the Services. The scope of any license granted pursuant to any Third Party Arrangement is limited by the terms of such Third Party Arrangement, which shall be in addition to, not in lieu of, any limitations imposed by this Agreement. If the applicable Third Party Arrangement is an Agreement between Us and Your employer or broker, Your employer or broker may terminate the License granted herein in their discretion. In the event of a conflict between the provisions of this Agreement and any Third Party Arrangement, the license granted herein shall be interpreted to grant the narrowest, most restrictive rights

granted to You by a reading of the applicable provisions of this Agreement and the applicable Third Party Arrangement.

- 3.2 **Updates and Upgrades.** Provided that all Fees and other amounts owing pursuant to this Agreement have been paid when due, You will be entitled to receive at no additional charge: (i) updates, upgrades to the then-current version of the Services; and (ii) revisions or new versions of the Services that, from time to time, may be made generally available by Us to Our customers. Support for the Services is limited to the then-current version of the Services. Accordingly, You shall keep current with any updates, upgrades or revisions to the Services as made available by Us.
- 3.3 **Accounts.** Users shall access the Services by means of a specific account (each a "User Account") using unique user identifications and passwords created by You (or by Us at Your request). As applicable, We shall issue a username and password for each Administrator of Your organization that You designate. Users are solely responsible for the confidentiality and use of their User Accounts and must provide and maintain current, complete and accurate profile information in the System. You acknowledge and agree that in no event shall We be liable, directly or indirectly, to You for any loss or damage as result of any activity that occurs within any User or Administrator accounts. You may not transfer Your accounts, including, without limitation, any Administrator accounts, to any third party without Our prior written approval (including providing User accounts to any person not actively affiliated with or employed by You in the real estate business) and agree to promptly deactivate the User account of any individual who is no longer actively affiliated with or employed by You. You shall not permit more than one person to use any User Account to access the Services or otherwise share login accounts, user identifications or passwords. You shall not assign a deactivated User Account to another named individual, except when the deactivated individual is no longer affiliated with or employed by You. You may not use, combine or otherwise integrate any third-party products or services in connection with the Services except in accordance with this Agreement or as otherwise mutually agreed to by the parties, in writing.
- 3.4 **Support.** Provided that You have paid all Fees and other amounts owing pursuant to this Agreement when due, We shall provide Support in accordance with Our then current Support policies. Any supplemental software code provided in conjunction with Support shall be considered part of the Services and subject to the terms and conditions of this Agreement. We may use any technical information and/or feedback You provide for Our business purposes, including for product support and development. Any technical information and/or feedback You provide to Us shall belong solely and exclusively to Us without consideration, and You may not disclose technical information and/or feedback that was first provided to Us to any third party without Our prior written consent.
- 3.5 **Professional Services.** In connection with Your subscription for the Services, We may provide Professional Services such as initial training and instructional support of the Services to You and Users via teleconference or web conference. Professional Services may also be conducted in other formats as mutually agreed to by the parties, and if travel is required, travel and travel-related expenses of Our personnel in connection with such Professional Services will be at Your expense and shall be payable in accordance with the terms and conditions of Section 4 of this Agreement. Any additional Professional Services (as determined by Us in Our sole discretion or as requested by You) will be provided by Us to You at additional cost and expense at Our then prevailing rates and in accordance with Section 4 of this Agreement. For example, should You hire a new Administrator and require additional training, this additional training shall be deemed to be Professional Services. All Professional Services will be scheduled in advance and any late cancellations, delays and/or postponements of scheduled sessions requested or caused by You may result in additional Professional Service charges at Your expense.

- 3.6 **Downtime.** Your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and We shall also be entitled, without any liability to You, to suspend access to any portion or all of the Services at any time, on a service-wide basis: (a) for scheduled downtime—currently scheduled between midnight and 6 a.m. (2 a.m. and 6 a.m. for transaction management Services) Eastern Standard Time—to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Services or other event that We determine, in Our sole discretion, may create a risk to the applicable Services, to You or to any of Our other customers, if the Services were not suspended; (c) in the event that We determine that any of the Services are prohibited by law or We otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons or ((a), (b), (c) and (d) collectively, “Authorized Service Suspensions”). We shall have no liability as a result of any Authorized Service Suspension. To the extent that We are able, We will endeavor to provide You with email notice of any Authorized Service Suspension in accordance with this Agreement and to post updates on the Services regarding resumption of Services following any such Authorized Service Suspension, but shall have no liability for the manner in which We may do so or if We fail to do so.
- 3.7 **Your Responsibilities.** You shall: (i) be responsible for Users’ compliance with this Agreement; (ii) be responsible for all activity occurring under Your User’s Accounts; (iii) notify Us immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iv) notify Us immediately of any changes in Your contacts (billing, administrator or otherwise), or contact information (including, but not limited to, email address, phone number and physical address); (v) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquire Your Data; (vi) prevent unauthorized access to or use of the Services, and notify Us promptly in the event of any such unauthorized access or use; (vii) be solely responsible and liable for all compliance with all applicable laws, regulations or requirements imposed by or through associations, government (local, municipal, state/provincial and federal), or otherwise.
- 3.8 **Restrictions.** You shall not, and shall not permit or suffer Users, directly or indirectly, to do any of the following: (i) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying algorithms of any of the Services; (ii) modify, translate, or reproduce, in any format or using any means, the Services or create derivative works based on the Services; (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Services or make any of the Services available to a third party; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) publish or disclose to third parties any evaluation of the Services; (vi) create any link to the Services or frame or mirror any content contained or accessible from, the Services; (vii) tamper with the security of the Services, the System or tamper with the accounts of other users of the Services; (viii) access data on the Services not intended for You; (ix) log-in to a server or account on the Services that You know that You are not authorized to access, or access the System or Services by any unauthorized means; (x) attempt to probe, scan or test the vulnerability of the Services or the System or to breach the security or authentication measures without proper authorization; (xi) willfully or intentionally render any part of the Services or the System unusable; (xii) use, transmit, disseminate or otherwise make available content on or through the Services that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or illegal; (xiii) transmit, disseminate or otherwise make available on or through the Services information protected by copyright, or other proprietary or contractual right, or related derivative works, without obtaining prior permission of the copyright owner or rights holder; (xiv) violate any local, provincial, state, federal or foreign law, treaty, regulation or convention applicable to You in connection with Your use of the Services, (xv) harvest, scrape,

or otherwise collect information about others, (xvi) create a false identity, (xvii) use, download, or otherwise copy, or provide to any person or entity any directory of Users or other User or usage information or any portion thereof, except as may be specifically authorized by Us or by these Terms of Service, (xviii) use the Services in connection with surveys, contests, junk email, spamming, or any duplicative or unsolicited messages (except as otherwise specifically authorized by Us or by these Terms of Service), (xix) remove or alter any trademark or copyright notices on or in the Services or any documents, printouts or computer files generated by the Services; (xx) use the Services or take any other action, use or exploit any function for any purpose that is not an intended use of or is not intentionally made available through the Services or (xxi) engage in any reproduction, distribution, or use of the Services or any component thereof (including but not limited to Third Party Forms) in any manner not expressly permitted in this Agreement.

- 3.9 **Data Storage.** Depending on the particular Service offering available to and selected by You, We may provide You with data and/or document storage in connection with Your use of the Services, as stated in an applicable Sales Order. You agree that Your use of storage features or functionality is limited to storage in connection with Your real estate transactions, You agree that storage of data not related to Your real estate transactions or business is not supported and is outside the permitted uses of the Services, and You further acknowledge and understand that We have no responsibility whatsoever for any documents or data not related to Your real estate transactions. If Your Sales Order contains caps on storage and You exceed the storage allocated, You will need to purchase additional storage for the time period of such overage for such storage, at Our then-prevailing rates (which may be amended from time to time). It is Your responsibility to monitor and manage Your storage activity. Upon termination of this agreement, it is Your responsibility to arrange the transfer of any documentation from the Services within 30 days of the termination date and it is Your responsibility to retain such documentation for the legally required time period at Your expense.
- 3.10 **Personal Information.** Where Personal Information is disclosed to Us or transferred to Us for processing, You represent, warrant and covenant to Us that: (i) You are solely and exclusively responsible for the collection, accuracy or completeness of Personal Information disclosed, or provided, to Us; (ii) all Personal Information disclosed to Us has been or will be collected and disclosed only in accordance with all applicable laws. You will promptly respond to inquiries concerning any Personal Information provided to Us and will promptly address all inquiries concerning such information. You have obtained and will continue to obtain all necessary consents from those individuals whose Personal Information is disclosed or transferred to Us to grant the Personal Information rights in this Agreement to Us.
- 3.11 **Monitoring.** We reserve the right to monitor and review all Account activity and the content and materials uploaded by You or others in the System for the purpose of determining compliance with this Agreement or to detect illegal activity. For monitoring and other business purposes, information about You and the brokerages, association(s), board(s), multiple listing services or other organizations a User is a member of, if any, may be attached to documents exported from the Forms Software in .pdf format.
- 3.12 **User Transactions.** You acknowledge and agree We: (a) are not and shall not be deemed a party to any transaction or document created or stored using the Services by You or any third party; (b) make no representations or warranties and shall not be liable for the content, validity, legality, enforceability, accuracy, suitability or appropriateness of the Services for any document, content, information or transaction.
- 3.13 **No License to Data Exchange or API Features.** This Agreement does not grant You, and specifically excludes, the right to use any data exchanging or API features contained within the Services that allow data to be imported or exported to or from the Services to or from any other

product. Use of such data exchanging features requires that You enter into a separate agreement, unless We have otherwise given Our consent for You to use such features.

- 3.14 **Data Fill Features.** If You purchase or otherwise have permission to access or use as part of the Services any feature that allows You to input text in certain data fields of a form or document without viewing the entire text of the form or document being completed (a “Data Fill Feature”), You acknowledge that You should review the form or document in its entirety with all text and data revealed before You send, use, or rely on the form, document or any text You fill in the form or document using the Data Fill Feature. You agree that We have no responsibility or liability whatsoever which might result from Your use of a Data Fill Feature.
- 3.15 **Document Transmission Capabilities.** You may not use the document transmission capabilities of the Services, including fax and email capabilities, for marketing or promotional activities, including but not limited to directly or indirectly sending unsolicited commercial faxes or emails, or for Your own personal use (i.e., uses not related to Your real estate transactions). Use of the document transmission capabilities of the Services in violation of these terms may result in charging You an additional fee, or terminating Your license (with no refund issued), in addition to any other remedies that may be available to Us.
- 3.16 **Single Sign-On Services.** Your use of the Single Sign-On services (“SSO”) shall at all times be subject to and must be in compliance with this Agreement. The SSO will only be available if We maintain agreements with providers of each product and service to be accessed by the SSO. If Our agreement with a provider terminates, Your access to and use of the provider’s product or service using the SSO shall also terminate. All products and services accessed under the SSO will be linked to, and capable of being accessed using, a single password or set of credentials. You should therefore exercise caution, prudence and care in using the password and/or set of credentials to protect them from unauthorized access, disclosure and use. You agree that We shall have no responsibility or liability whatsoever which might result from use of SSO services.
- 3.17 **MLS Products.** A license to use any products that permits transfer of Multiple Listing Service (“MLS”) Data (each an “MLS Product”) entitles You to use the MLS Product with Your Forms Software account only. You may not access the Forms Software account of any other end User through any MLS Product. In order to use an MLS product, You must have and maintain valid permission to access and use content within the database of Your MLS, and Your MLS must have an agreement in place with Us in connection with the applicable MLS Product. Should the agreement between Us and Your MLS terminate, Your access to and use of the MLS Product with data from that MLS shall also terminate.
- 3.18 **Electronic Signature Products.** Your license may include products that allow for the collection and storage of electronic signatures on Your documents (“Electronic Signature Products”). You acknowledge and agree that We make no representations or warranties relating to the accuracy, validity or invalidity of any authentication measure used in connection with any Electronic Signature Product. You are solely responsible for, determining whether the use of an electronic record or electronic signature complies or does not comply with any and all laws, rules and regulations and Your state’s or province’s laws and regulations pertaining to the use of electronic records and electronic signatures in the real estate industry. We shall not be responsible or liable for, and You are solely responsible for, determining whether any person must be provided with a disclosure required by law to be in writing, whether the delivery of an electronic record satisfies such law, and for providing such disclosure to the consumer. We make no representations or warranties that the consumer disclosures in any Electronic Signature Product are appropriate for or provide all of the disclosures as required for Your particular transaction. If You are unsure whether Your electronic record or electronic signature

complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.

- 3.19 **Custom Forms.** We may from time to time provide services to convert forms owned or licensable by You (“Custom Forms”) into electronic format for use within the Services (such services to be referred to as “Custom Form Conversion Services”). Descriptions of Custom Forms and Fees for Custom Form Conversion Services shall be as set forth in an applicable Sales Order. If a Sales Order includes Custom Forms, You grant us a nonexclusive license to use (a) Your Custom Forms; and (b) Your name, trademark(s), and logos (“Marks”), in connection with making Your Custom Forms available through and within the Services solely to Users affiliated with or designated by You. We acquire no proprietary interest in Your Custom Forms or Marks except the permissive rights granted by this Agreement. You agree and acknowledge that You are solely responsible for the content, legality and suitability of Your Custom Forms. You represent and warrant that (a) Your Custom Forms comply with all applicable laws and are suitable for their intended use; (b) You own all right, title and interest in and to, and have the right to license in accordance with the terms of the applicable Sales Order, Your Custom Forms and Your Marks; and (c) neither Your Custom Forms nor Your Marks infringe upon the intellectual property rights of any third party.

#### 4. FEES AND PAYMENT

- 4.1 **Fees, Invoicing and Payment.** You shall pay all fees specified in the applicable Sales Orders (“Fees”).
- (a) **Professional Service Fees.** Unless otherwise stated in the Sales Order, any Professional Service fee for Your current subscription tier, as identified on Your Sales Order, will be billed in full upon the execution of the applicable Sales Order. Subsequent Fees assessed for Services, Support and Professional Services will be invoiced in accordance with the terms set forth in the relevant Sales Order(s). You agree to pay all Fees in accordance with the terms set forth in the applicable Sales Order. Fees are nonrefundable except as specifically provided herein or in the Sales Order.
  - (b) **Subscription Fees.** Certain subscription Fees may be incremental based on the total number of Agents in Your organization or the number of Agents in Your organization who actually access the Services during the Subscription Term. In the event that You exceed the number of Agents in Your current subscription during the Subscription Term, then You agree to pay an additional Fee based on the number of the additional Agents. This process will continue throughout the Subscription Term. You may only reduce the subscription tier level at the end of each Subscription Term via an executed Sales Order or amendment between the Parties.
  - (c) **MLS Board Fees.** Any additional fee that Your MLS board charges Us are Your responsibility and accordingly, We will charge these Fees directly to Your payment information on file.
  - (d) **Wireless Fees.** Wireless carriers may charge You additional Fees for receiving text messages. We will not be responsible nor liable for any incremental Fees charged by Your wireless carrier.
  - (e) **Access Fees.** You are responsible for any charges You incur to access the Services, including, without limitation, data usage through an Internet connection.
- 4.2 **Payment Terms.** Except as otherwise specified in this Agreement or in the Sales Order: (i) Fees are quoted and payable in the currency set out in the Sales Order; and (ii) payment obligations may not be cancelled; and (iii) any Fees paid are non-refundable. Fees for the Services, Support



and Professional Services will be invoiced in accordance with the terms set forth in the relevant Sales Order. Unless otherwise stated in the Sales Order, Fees are due upon receipt. Any payment not received from You by the applicable due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Subscription Fees invoicing will commence upon the Effective Date unless otherwise specified in the Sales Order.

- 4.3 **Fee Increases.** Unless otherwise agreed to in the Sales Order, all Fees are subject to change without notice. We will charge these new Fees directly to Your payment information on file.
- 4.4 **Audit.** You agree to maintain accurate and detailed records of the number of Users who have been given access to the Services. We shall have the right to verify the number of Users granted access to the Services under this Agreement, and to verify the number of Agents who actually access the Services under this Agreement. You agree that We shall have the right to audit Your records for compliance with this Agreement at any time during Your normal business hours upon reasonable notice, during the Subscription Term. You agree that You shall pay any underpaid Fees, and if such underpaid Fees are in excess of five percent (5%) of the total Fees due under this Agreement, then You shall also pay Our reasonable costs of conducting the audit. Amounts owed pursuant to this section are due upon invoice.
- 4.5 **Suspension of Service and Acceleration.** If any amount owing by You under this Agreement or any other agreement for the Services is overdue by 30 days, We may, without limiting Our other rights and remedies: (i) accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable; and (ii) suspend Your access (and the access of Your Users) to the Services or terminate this Agreement with or without notice to You. You will continue to be charged the applicable Fees and other charges for the Services during any such suspension period until Your account is brought into good standing. IN ADDITION TO THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF EITHER (a) THE SUSPENSION OF YOUR ACCESS TO THE SERVICES FOR A PERIOD OF GREATER THAN 60 DAYS OR, (b) THE TERMINATION OF YOUR ACCESS TO THE SERVICES: (I) WITH THE EXCEPTION OF TRANSACTION MANAGEMENT DATA RETAINED IN ACCORDANCE WITH SECTION 3.9, WE CANNOT GUARANTEE THE CONTINUED RETENTION OF YOUR DATA AND YOUR DATA MAY BE IRRETRIEVABLY DELETED; (II) REACTIVATION OF YOUR ACCESS TO THE SERVICES MAY NOT BE POSSIBLE, IN WHICH CASE ANY OF YOUR DATA, ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU AND ANY USER ACCOUNTS AND PASSWORDS MAY BE PERMANENTLY LOST AND WE SHALL NOT BE LIABLE TO YOU IN THE EVENT THAT ANY OF THE FOREGOING ACTIONS ARE TAKEN AND (III) A FEE MAY APPLY TO REACTIVATE YOUR SERVICES DEPENDING ON HOW LONG THE ACCOUNT HAS BEEN SUSPENDED OR TERMINATED, AT OUR SOLE DISCRETION.
- 4.6 **Payment Disputes.** Payment disputes must be submitted by You to Us in writing within 15 calendar days of the invoice date. Disputed Fees will not be considered past due unless We have conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute, or reasonably believe You are using the dispute to evade or delay payment. All undisputed portions of the Fees must be paid in accordance with the Agreement, failing which the undisputed portion of the Fees shall accrue in accordance with the Agreement. Any disputed Fees not paid, which are deemed to be correct, shall be due within 15 calendar days of dispute resolution. We shall not exercise Our rights under Section 4.5 if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

- 4.7 **Taxes.** You shall be responsible for all sales, use, value added, or other taxes or duties, as applicable, payable with respect to Fees, or otherwise arising out of or in connection with this Agreement including, other than Our income taxes. If We pay any such taxes on Your behalf, You agree to reimburse Us for such payment immediately upon demand. If any tax in the nature of withholding tax is payable on any sums payable to Us under this Agreement, You shall pay Us such amount as is necessary to ensure that the net amount received by Us after such withholding shall be equal to the amount originally due, unless You provide Us with a valid exemption certificate authorized by the appropriate taxing authority.
- 4.8 **Product Changes.** Lone Wolf retains the absolute right to modify, discontinue, discontinue support for, delete or restrict any aspect feature or system requirement of the Services without any liability or obligation to You, provided that Lone Wolf agrees to provide You with prior notice of any material changes to the Services, and if the functionality of the Services is materially decreased by Us Lone Wolf shall act in good faith to make an equitable adjustment to the Fees. For the avoidance of doubt, the discontinuance of a “member benefit” or other Third Party Arrangement that provides the Services or Third Party Forms for no cost or at reduced cost to You or Your Users is NOT a considered a material decrease in the functionality of the Services pursuant to this Section 4.8, and you may be required to pay an additional license fee for such Services or Third Party Forms in the event of a change in the applicable Third Party Arrangement.

## 5. PROPRIETARY RIGHTS

- 5.1 **Intellectual Property Ownership.** We alone (and Our suppliers, where applicable) shall own all rights, title and interest, including all related Intellectual Property Rights, in and to the Lone Wolf Technology and the Services and You hereby assign to Us any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You relating to the Services or the Lone Wolf Technology (“Submissions”). We shall own exclusive rights, including all intellectual property rights, in and to all Submissions. We shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You or Your Users. In the event that any intellectual property rights in and to Submissions vests in You, You hereby assign to Us all of Your right, title and Interest in Submissions and You hereby waive to and in favor of Us any of Your moral rights in and to Submissions. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Services, Lone Wolf Technology or the Intellectual Property Rights owned by Us and Our suppliers. The Lone Wolf name, the Lone Wolf logo, and the product names associated with the Services are trademarks of Us or Our Suppliers, and no right or license is granted to use them. You will not accrue any residual rights to the Lone Wolf Technology or Services, including any rights to the Intellectual Property Rights in connection therewith. No rights are granted to You other than as expressly set forth in this Agreement.
- 5.2 **Your Data.**
- (a) Any of Your Data that is provided to or through the Services are and shall be owned by You and/or Your respective licensors. You hereby grant to Us a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sublicense, distribute, perform, and display Your Data on and through the Services and to provide You or Your Users information about Our products and Services or third party products or services that might be of interest to You or Your Users through the Lone Wolf Marketplace or any similar program thereto.
- (b) Except as otherwise expressly authorized in this Agreement, We will not disclose Your Data to third parties, except: (i) if You expressly authorize us to do so in connection with

Your use of the Services; or (ii) as necessary to provide the Services to You, or to comply with the Agreement or a valid request of a governmental or regulatory body, subpoena, or court order.

- (c) You hereby grant to Us a worldwide fully-paid, royalty-free and irrevocable right and license to use Your Data to extract information (collectively, "Aggregate Data") to create derivative works therefrom (including the right to prepare comparative benchmark reports). "Aggregate Basis" means that We combine parts of information collected or processed from You that do not contain Your name or the names of Our other customers that use the Services and in a manner that does not disclose any individually identifiable information about You or Your Users or customers. You agree that We own and may disclose and publish Aggregate Data on an Aggregate Basis to any party through any means, including, without limitation, through market research reports, case studies, press releases, advertising or similar communications. For greater certainty, We are prohibited from disclosing Data other than on an Aggregate Basis, except with Your express written consent.

**5.3 User Provided Materials.** To the extent You provide or otherwise make available to Us any materials to use in connection with the Service (including without limitation real estate forms, contracts and other documents), You hereby: (i) authorize Us to digitize or otherwise reproduce such materials to the extent necessary to use such materials in connection with the Services (including without limitation permitting Us to make the digitized materials available to You and Your Users through internet browser access) and (ii) represent and warrant to Us that You have all rights necessary to permit Us to use such materials as contemplated above, and that such use does not violate the rights of any third party. You agree that You will not provide or otherwise make available to Us any materials which You do not have the legal right to use, modify and duplicate.

**5.4 Forms Libraries/Third Party Forms.**

- (a) The Forms Software may contain "libraries" of forms and other forms that are owned and/or licensed by third parties, such as board/association of REALTORS® forms, multiple listing service forms or an individual brokerage company's mandated or recommended internal office forms ("Third Party Forms"). Third Party Forms are licensed to Us by third parties and You must have a license to access each library of Third Party Forms. If Your license includes use of Third Party Forms, or if such license is being provided to You under the terms of a Third Party Arrangement with an organization such as Your real estate brokerage, a board or association of REALTORS® or a multiple listing service, Some Third Party Arrangements require that this Agreement contain specific provisions – these provisions are set forth in the Appendix to these Terms of Service and You agree to them as if fully set forth in this Section 5.4. We grant You a license to access and use the applicable Third Party Forms in connection with the Forms Software for the duration of Your license term as set forth in Section 10, provided that Your license to use such Third Party Forms may terminate earlier in accordance with the applicable license agreement between Us and the Third Party Forms licensor. You acknowledge and agree that We shall have no obligation to provide You with access to or use of Third Party Forms after the license agreement between Us and the applicable Third Party Forms licensor terminates for any reason. You further acknowledge and understand that once Your license to use Third Party Forms terminates for any reason, You will no longer be able to access Third Party Forms in the applicable library. If You wish to save Real Estate Forms You have used in Your Forms Software transactions beyond the term of the applicable Third Party Forms license period, You should export the documents to another location, by saving completed documents in the System or on Your computer, or some other external storage medium. For the avoidance of doubt, the discontinuance of a "member benefit" or other Third Party Arrangement that provides Third Party Forms for no

cost or at reduced cost to You or Your Users is NOT a considered a material decrease in the functionality of the Services pursuant to Section 4.8, and you may be required to pay an additional license fee for such Third Party Forms in the event of a change in the applicable Third Party Arrangement.

- (b) **Exporting; Portable Data Format (.pdf); Other File Formats.** We grant You the right to use the Forms Software to export Real Estate Forms to .pdf format. The export of the Real Estate Forms will result in the creation of a .pdf file. We shall not be responsible for providing You with the applicable software to open, view or otherwise use the .pdf file. Forms exported from the Forms Software to .pdf format may not be altered, manipulated or changed in any way, including but not limited to, altering the form text or data, “unlocking” or otherwise opening or attempting to open or bypass the security/password protection of a .pdf form, making a derivative work(s), adding any data, text, graphics or software into or on top of a form, converting the form from .pdf format to a different file format, removing copyright dates and/or symbols, and removing company specific information which is embedded in the form, unless expressly permitted by the copyright holder of the Real Estate Form. Any violation of this section shall be deemed a material breach of this Agreement and may result in a violation of law and civil and/or criminal penalties. Certain fonts in Your computer’s operating system/software may be missing or corrupt due to no fault of the Forms Software, which may result in formatting, saving, printing and e-mailing problems or other errors in Your .pdf documents. You agree that We have no responsibility or liability whatsoever for any damages which might result from such errors in Your .pdf documents. If You experience problems or errors in .pdf documents due to missing or corrupted fonts, please contact Your computer system/software provider (e.g. Microsoft®, Apple®, etc.) or Adobe® (www.adobe.com) for assistance.
- (c) **No Printing Out or Using Blank or Partially Blank Forms.** The Forms Software is intended to be used as an electronic forms-filling software program. Unless permitted by the copyright holder of the forms, You may not use the Forms Software to (a) print out, reproduce or display in any manner, blank or partially blank pages or copies of the forms contained within the Forms Software (i.e. forms with partial or no text filled into the fillable portion of the forms) in any way or in any file format, including blank .pdf or HTML versions of the forms; (b) enter nominal characters, such as “.” “;” “xxxxxxx” or other characters that do not in good faith constitute real estate transaction information to enable the printing of essentially blank forms; or (c) print out blank or essentially blank forms and manually insert information on the hard copies. Such actions may constitute a copyright violation of the copyright owner’s forms, may result in a violation of law and civil and/or criminal penalties and, in addition to any other remedies, may result in the termination of this Agreement by Us.
- (d) **Transaction Document Storage.** You agree that We have no responsibility or liability whatsoever for the deletion, corruption or failure to store any transaction, template, clause, content, form or document maintained by the Forms Software. You acknowledge that We reserve the right to delete accounts and/or stored documents within accounts that have not been active or modified for a period of fourteen (14) months. The amount of storage space available to You will depend upon the plan and features purchased by You or, if the Forms Software is being provided to You under the terms of a Third Party Arrangement, the plan and features purchased by the applicable third party. Your documents will be stored in the Forms Software for a period of time that is dependent upon Your state (or other jurisdiction) and the creation date or the closing date of the transaction to which the documents are related, except that We shall have no obligation to maintain or provide You with any transaction, document, information, or access to Your account once Your Forms Software license term expires or terminates for any reason. After the applicable time period, Your transactions (and all associated transaction documents) may be deleted from Your account

and may not be recoverable. These periods of time are subject to change at any time without notice. We shall not be responsible or liable to You or any third parties in any way whatsoever for documents or transactions that are deleted in accordance with this policy. If You wish to save Forms Software transaction documents beyond the applicable time frame, You should export the documents to another location, such as saving the documents on Your computer or some other external storage medium.

- (e) **User's Name on Forms.** Forms printed or exported from the Forms Software may identify the licensed user's name and/or company information at the bottom of the forms. You must use the licensed User's correct name and company information within the Forms Software and it shall be considered a material breach of this Agreement to use anyone else's name or include a false company name and/or address within the Forms Software; except that Users with Administrative licenses may enter the name and company information for the applicable real estate licensees under the Agreement and Users of "Team Edition" Services may create and edit transactions for other members of the same team using such member's name and company information to the extent permitted by Us and the Forms Software. To reduce the possibility that some users may attempt to share their access and use of the Forms Software with others, the information at the bottom of the forms, once it is entered, may not be changeable by You. Please contact Us to change such information.
- (f) **Compliance with Law.** We shall not be responsible for, and You are solely responsible for, determining whether You have any retention obligations for any documents within the Forms Software and whether Your use of the Forms Software to store documents complies or does not comply with any and all laws, rules and regulations relating to retention or audit of records, including, but not limited to Your state's or province's laws and regulations pertaining to retention or audit of records and the real estate industry. We make no representations or warranties that the Forms Software is appropriate for any retention or audit obligations that may be required for Your particular transaction. If You are unsure whether Your use of the Forms Software to store documents complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.
- (g) **Ownership and Warranties for Third Party Forms.** While the owner/licensor of Third Party Forms may provide warranties and representations for some or all of its Third Party Forms, such warranties and representations, if any, are of the owner or licensor and not Us. We make no representations, warranties or guarantees whatsoever regarding the use, content, legality or sufficiency of such Third Party Forms, or that the Third Party Forms are the most accurate or up-to-date version of such forms, unless expressly indicated in writing by Us. All right, title and interest in and to the Third Party Forms belong solely to such third party and/or its licensors, as applicable. All other portions of this Agreement shall remain applicable for such Third Party Forms.
- (h) **Third Party Products.** The Forms Software may contain, provide links to, or refer to products and services that are owned and/or licensed to Us by third parties ("Third Party Products"). All right, title and interest in and to the Third Party Products belong solely to such third party and/or its licensors, as applicable. We make no representations, guarantees or warranties whatsoever regarding the use, content, legality or sufficiency of Third Party Products unless expressly indicated in writing by Us. Please review any applicable license agreements and/or privacy policies before using such Third Party Products to be sure the terms are acceptable to You. The Forms Software may also include the names of certain Third Party Products and services in drop-down menus provided to users to fill in form fields. We make no representations, guarantees, or warranties whatsoever regarding the use, content, quality, legality, or sufficiency of these products or services.

- 5.5 **External Services.** We may provide You with the ability to use services (“External Services”) from within or in conjunction with the Services that require the transmission of Your documents, forms, or other data to a third party outside the Lone Wolf environment. If You choose to use any External Service(s), You explicitly grant permission to Us to transmit such data as is necessary for You to use the External Service(s) You’ve selected.

## 6. CONFIDENTIALITY

- 6.1 **Definition of Confidential Information.** As used in this Agreement, “Confidential Information” means all confidential information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include (a) the terms and conditions of this Agreement, (b) a party’s proprietary technology or computer software in all versions and forms of expression and the Service, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the “Proprietary Technology”); (c) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (d) information regarding current or proposed products, customers, contracts, business methods, financial data or marketing data, financial results and projections, company and market strategy, product roadmaps, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, personnel and recruiting matters, and future releases; and (e) offers or proposals which are provided by a party, including, but not limited to, the Fees charged by Us and such Confidential Information is either: (i) in tangible or other form and labeled “confidential” or the like, or (ii) in a non-tangible form, including, but not limited to, oral information. However, Confidential Information (other than Your Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party. The burden of proving any of the above exemptions is on the Receiving Party.
- 6.2 **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and authorized parties who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 6.3 **Protection of Your Data.** Without limiting the above, We shall use Our best efforts to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not: (i) modify Your Data except with Your consent; (ii) disclose Your Data, except as compelled by law in accordance with Section 6.4, in connection with a User directed or initiated disclosure or data transfer via the Lone Wolf Marketplace or a similar program, or as otherwise expressly permitted in writing by You; or (iii) access Your Data except to provide the Services, prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 7. INDEMNIFICATION

7.1 **Indemnification by Us.** Provided that You comply with the procedures set forth in Section 7.4 and subject to Section 7.2, We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You or Your officers, directors, employees, agents and affiliates by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and We shall indemnify You for any damages finally awarded against, and for reasonable legal fees incurred by You, in connection with any such Claim.

7.2 **Exclusions.** We will have no obligation under Section 7.1 with respect to any claim of infringement arising out of or based upon Your Data used with or incorporated in the Service and/or or any materials You authorize Us to use and/or incorporate into the Services

7.3 **Indemnification by You.** Provided that We comply with the procedures set forth in Section 7.4 and subject to Section 7.2, You shall indemnify and hold Us and Our officers, directors, employees, agents, attorneys, affiliates, successors and assigns harmless from and against any and all Claims, liability, damages and costs (including but not limited to, attorney's fees and costs) resulting from or arising out of or otherwise in connection with: (i) Your use of the Services; (ii) any breach of a representation, warranty or covenant made by You or Your Users; (iii) any breach of any of Your obligations under this Agreement, whether by You or Your Users; or (iv) any Claim made or brought against Us by a third party alleging that Your Data, Your or Your Users' use of the Services or any materials You authorize Us to use and/or incorporate into the Services is in violation of this Agreement or infringes or misappropriates any rights of a third party including, without limitation, intellectual property rights or privacy rights, or otherwise violates applicable law.

7.4 **Procedure.** If one Party (the "Indemnitee") receives any notice of a Claim or other allegation with respect to which the other Party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within a reasonable time following receipt of such notice, give the Indemnitor written notice of such Claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the Claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such Claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the Claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such Claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the Claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

7.5 **Injunction.** If Your use of the Services is or is likely to be enjoined, We may, without limiting Our indemnity obligations hereunder, procure the right for You to continue to use the Services or modify the Service in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, We may immediately terminate the Agreement and refund to You a prorated amount of prepaid Fees for the subscription service actually paid by You for the unused portion of the then-current Subscription Term.

## 8. WARRANTIES AND DISCLAIMERS

8.1 **Security Disclaimer.** We have implemented Appropriate Security Measures (as defined below) and maintain the Services at reputable third-party service providers and hosting facilities, where the Services are subject to commercially reasonable security precautions to prevent unauthorized access. You acknowledge and agree that, notwithstanding such Appropriate Security Measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services, the System or Your Data. ACCORDINGLY, WE CANNOT AND DO NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. "Appropriate Security Measures" means commercially reasonable technical, physical and procedural controls to protect data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Us, whether by accident or otherwise.

8.2 **Data and Access Disclaimer.** Any email data contained in Your Data is stored for a maximum period of ninety (90) days from the date a message was sent and/or received. This applies to all folders associated with any User Account. Each message older than ninety (90) days may be automatically and permanently deleted. You and Your Users have the ability to download email messages from the Services at any time in order to meet all required personal, corporate and/or legal data retention policies. It is Your responsibility (and that of Your Users) to backup any and all emails. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, THE FAILURE TO STORE, THE MISDELIVERY, OR THE UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL INCLUDING, WITHOUT LIMITATION, ANY OF YOUR DATA. WE FURTHER DISCLAIM ANY RESPONSIBILITY FOR ANY LOST OR DELETED DATA CAUSED BY OUR MAINTENANCE OF THE SERVICES OR THE TECHNOLOGY THAT UNDERLIES THE SERVICES, FAILURES OF OUR SERVICE PROVIDERS (INCLUDING TELECOMMUNICATIONS, HOSTING, AND POWER PROVIDERS), COMPUTER VIRUSES, NATURAL DISASTERS OR OTHER DESTRUCTION OR DAMAGE OF OUR FACILITIES, ACTS OF NATURE, WAR, CIVIL DISTURBANCE, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

8.3 **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE SERVICES, SUPPORT, TRAINING AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THERE ARE NO WARRANTIES OR CONDITIONS (WHETHER IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR ANY OF THE SERVICES, SUPPORT, TRAINING, PROFESSIONAL SERVICES OR THE SYSTEM. WE DISCLAIM ALL STATUTORY WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO



NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

## 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** You expressly absolve and release Us from any claim of harm resulting from a cause beyond Our control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU TO US IN THE 12 MONTHS PRECEDING THE INCIDENT UNDER THIS AGREEMENT.

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Because some jurisdictions do not allow limitation of liability in certain instances, portions of the above limitations set forth in this Section 9 may not apply to the parties.

## 10. TERM AND TERMINATION

### 10.1 Term.

- (a) This Agreement commences on the Effective Date and continues until the end of the Contract Term or Initial Term identified on the Sales Order (the "Initial Term" for purposes of this Agreement regardless of how such Initial Term is identified in the Sales Order), unless terminated earlier in accordance with the provisions of this Agreement.
- (b) After the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods ("Renewal Term(s)") at the fee then in effect for the product(s) selected by You plus the associated standard uplift percentage (%) unless terminated in accordance with the provisions of this Agreement, provided that it You provide notice of Your intention not to renew at least thirty (30) days prior to the end of the Initial Term or any subsequent Renewal Term (the "Termination Period"), the Agreement will terminate at the end of the then current Initial Term or Renewal Term.
- (c) As applied to Support or Professional Services that are not tied to a Subscription Term (whether ordered together with Services to which a Subscription Term applies or separately), this Agreement shall be effective on the Effective Date and shall continue until such Support or Professional Services are fully performed and paid for.

10.2 **Termination for Cause.** If either Party commits a material breach of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice by the other Party, such

Party shall be in default, and the non-breaching Party may terminate this Agreement. Failure to make timely payments is a material breach of this Agreement. In the event of a default by Us, We shall refund, on a prorated basis any Fees for the Services which You have pre-paid but have not used. In the event of a default by You under this section, You shall pay for all amounts due and owing for the services.

10.3 **Termination of Individual User Licenses Under Third Party Arrangements or Multi-User Editions of the Services.** If You are a User and the Services are being provided to You pursuant to a Third Party Arrangement (as defined in Section 3.1(d)), this Agreement may terminate earlier in accordance with the terms of the agreement between Us and the applicable third party. An Administrator of a multi-user edition of the Services, including but not limited to “Broker Edition” and “Team Edition” products, may terminate a User’s license to use the applicable multi-user version of the Services at any time in such Administrator’s sole and absolute discretion.

10.4 **Effect of Termination.** Upon the termination of this Agreement:

- (a) You shall pay all amounts owed to us as of the end of the Termination Period;
- (b) Your access, and that of Your Users, to the Services shall be terminated; and
- (c) any configurations or customizations made to the Services by or for You will be permanently lost.
- (d) Your System Data can be requested from Us by You within 15 days of the end of the Termination Period. We will subsequently provide You with a quote to provide You with this System Data.

10.5 **Surviving Provisions.** Any terms and conditions of this Agreement which by their nature extend beyond the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement..

## 11. MISCELLANEOUS

11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon sending an email to [legalnotices@lwolf.com](mailto:legalnotices@lwolf.com). Notices to You shall be addressed to the email address of the Administrator designated by You for Your relevant Administrator account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.2 **Changes to Terms of Service.** We may revise these Terms of Service from time to time (such revision to be referred to herein as a “ToS Update”). If a ToS Update affects Your use of the Products or Services or Your legal rights as a user of the Products or Services, We will notify You prior to the update's effective date by sending an email to the email address associated with Your account or via an in-product notification. The ToS Update will be effective and become part of Your Agreement with Us on the date provided in the notification (the “ToS Update Date”) which shall be no less than 30 days from when We notify You. By continuing to use or access the Services after the ToS Updates come into effect, You agree to be bound by the revised Terms of Service. If You don't agree to a ToS Update, You must notify us before the ToS Update Date and Your Agreement shall continue on the terms which were in place immediately prior to the ToS Update, until the expiration of the then-current Initial Term or Renewal Term, as the case may be. Upon the next renewal under Section 10.2, the Terms of Service in effect on the renewal date shall apply to any subsequent Renewal Term.

### 11.3 **Agreement to Governing Law and Jurisdiction.**

a. **US-Based Customers:** This Agreement shall be governed by and construed under the laws of the State of Texas. Any action, suit or proceeding arising out of any Claim against the Parties under this Agreement shall be brought exclusively in the federal or state courts located in Dallas, Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than the State of Texas.

b. **Canada-Based Customers:** This Agreement shall be governed by and construed under the laws of the Province of Ontario and the laws of Canada applicable in that Province. Any action, suit or proceeding arising out of any Claim against the parties under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, without giving effect to any choice of law or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than the Province of Ontario.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

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

## 12. **GENERAL PROVISIONS.**

12.1 **Entire Agreement.** This Agreement, including all schedules, exhibits and addenda hereto and all Sales Orders, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Sales Order(s), schedule or addendum hereto, the terms of such Sales Order(s), schedule or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation submitted by You shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.2 **Interpretation.** Wherever the term “including” is used, it shall mean “including, but not limited to”. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

12.3 **Export Compliance.** Each party shall comply with the export laws and regulations of Canada, the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You covenant that You shall not—directly or indirectly—sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Us under this Agreement to or for use in or by any country (such as Cuba, Iran, North Korea, Sudan, or Syria), entity, or person subject to restrictions under the laws or regulations of any jurisdiction, including without limitation, the United States, without providing advance notification to Us and obtaining prior authorization from the relevant government authorities as required by

those laws and regulations. Prior to any such export event, You and Us shall execute a written agreement to govern the use, control, and transfer of the applicable software and data. You hereby indemnify and hold harmless, to the fullest extent permitted by law, Us and Our assigns from and against any fines, penalties, judgments, settlements, and reasonable documented costs, including attorney's fees, that may arise as a result of You and Your agents, officers, directors or employees breach of this provision.

- 12.4 **Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, or vandalism or "hacker" attacks, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.
- 12.5 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.6 **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 12.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives and intent of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.8 **Assignment.** You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld). This Agreement will inure to the benefit of and be binding upon the party's successors and permitted assigns. Unless otherwise specifically agreed to by the non-assigning party, no assignment by either party shall relieve the assignor from its obligations pursuant to this Agreement. Any assignment in violation hereof shall be null and void.
- 12.9 **Execution.** This Agreement shall be entered into by execution of a Sales Order, which is incorporated into this Agreement as if fully set forth herein. Transmission of an executed Sales Order by facsimile, email, "pdf" format or other electronic means (including electronic signature or "click-through" approval) is as effective as a manually executed counterpart of this Agreement.

## APPENDIX

### BOARD/ASSOCIATION-SPECIFIC TERMS APPLICABLE TO FORMS LIBRARY LICENSES

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