



SKYSLOPE, INC.

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END USER TERMS OF USE

THESE END USER TERMS OF USE (“TERMS OF USE”) GOVERN YOUR USE OF THIS SITE AND THE SERVICES (AS DEFINED BELOW) AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU (“CUSTOMER” OR “YOU”) AND SKYSLOPE, INC., A CALIFORNIA CORPORATION, AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, “SKYSLOPE”). THESE TERMS OF USE, COUPLED WITH ANY APPLICABLE SKYSLOPE CLIENT AGREEMENT / SUBSCRIPTION AGREEMENT AND / OR APPLICABLE SALES ORDER (“CLIENT CONTRACT”), SHALL BE REFERRED TO HEREIN AS THE “AGREEMENT”.

BY LOGGING INTO OR USING ANY OF THE SERVICES, YOU ARE INDICATING YOUR ACCEPTANCE OF AND AGREEMENT TO BE LEGALLY BOUND BY THESE TERMS OF USE, APPLICABLE CLIENT CONTRACT, OUR [PRIVACY POLICY](#) AND OUR [COPYRIGHT DISPUTE \(DMCA\) POLICY](#) (COLLECTIVELY REFERRED TO HEREIN AS “TERMS”). IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.

IF YOU ARE LOGGING INTO OR USING THE SERVICES IN CONNECTION WITH YOUR EMPLOYMENT FOR AN ENTITY OR INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY OR INDIVIDUAL TO THESE TERMS AND THESE TERMS SHALL BE LEGALLY BINDING ON YOU AND THAT ENTITY OR INDIVIDUAL.

YOU MAY NOT USE THIS SITE OR THE SERVICES UNLESS YOU ARE AT LEAST 18 YEARS OF AGE OR OLDER.

1. Definitions

The following terms shall have the meanings specified or referred to below. Defined terms may be used either with the first letter(s) capitalized or with the first letter(s) in lower case.

- a. “Custom Forms” means forms provided by SkySlope Client and / or You to SkySlope.
- b. “DigiSign” means the electronic signature tool provided as part of the SkySlope Platform.
- c. “Process” means any operation or set of operations that is performed on Your Data or sets of Your Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, or combination, restriction, erasure or destruction.
- d. “Site” means this website and includes all web, mobile, and versions hereof, and any other websites owned or operated by SkySlope that is linked or referenced within this Site or used to access or use the Services.

- e. “Services” means the various software, applications, programs, services, information, data, personal information, SkySlope Platform, SkySlope Software and other content identified in any Sales Order, SkySlope Client agreement / Subscription Agreement or as defined as a Standalone User and made available for Your use via the Site and / or embedded in third-party sites, applications and software.
- f. “SkySlope Client” means a third party (such as a real estate brokerage, agency or other business) with whom SkySlope has entered into an agreement with and which agreement may provide for Your use of the Site or Services.
- g. “SkySlope Digital Transaction Management” means the software used to manage real estate transactions.
- h. “SkySlope Intellectual Property” shall mean SkySlope’s ownership of all Confidential Information (as defined below), the Site, the Services, the API Feature Set, SkySlope Software, SkySlope Forms, SkySlope Digital Transaction Management, DigiSign, SkySlope Platform, Feedback, and of all copyrights, patents, trade secrets, service marks, trademarks, proprietary rights, domain name registrations, and other intellectual property rights in and to the Confidential Information and arising therefrom.
- i. “SkySlope Forms” means the software used to prepare and send Custom Forms and /or Third-Party Forms, and also includes the Breeze functionality.
- j. “SkySlope Software” means downloadable software applications and programs for use with the Site or Services, which software may be provided for use on personal computers or as mobile or smartphone applications.
- k. “SkySlope Platform” means all of SkySlope’s proprietary technology and software, which also includes but is not limited to DigiSign, SkySlope Forms, SkySlope Digital Transaction Management and SkySlope Software.
- l. “Standalone User” means a Customer who is not subject to an existing Sales Order, SkySlope Client agreement or Subscription Agreement and who only has access to limited functionality in SkySlope Forms (only permitted Third-Party Forms).
- m. “Third Party Forms” means forms provided by third parties, such as MLSs boards or other real estate associations to SkySlope.
- n. “Third Party Resources” means all software, hardware, network, applications, data, data feeds, information, application programming interfaces (APIs), text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of SkySlope that You may access or use through, within, or in conjunction with the Services.
- o. “Us,” “We,” or “Our” means SkySlope.
- p. “You” or “Your” means the person, business or entity who is authorized to use the Site or Services.
- q. “Your Data” means any and all materials or content You make available to SkySlope to process, store or use in connection with the Site and the Services including, but not limited to, Custom Forms; all content provided by You in Custom Forms and / or Third-Party Forms, contracts, and other documents; data; text; images; audio; video; photographs; and any other content or materials that You upload or input to the Site or the Services, including but not limited to any data fill fields or blank fields that You populate in any document or Custom Forms and / or Third-Party Form. The term “Your Data” does not include the Services, Third Party Resources, the SkySlope Intellectual Property, SkySlope Platform or any other SkySlope products or services, or any derivative works thereof.

2. Services and License Grant.

- a. **Services.** Subject to this Agreement, SkySlope agrees to provide You with the Services identified on the Sales Order, in a SkySlope Client agreement / Subscription Agreement, which is incorporated hereto and made a part of this Agreement or defined as a Standalone User, as applicable.
- b. **Your Account.**
 - i. Your use of the Site or Services may require You to login or maintain a user account, which may be owned, controlled or issued by a third party with whom You have a relationship. Your relationship with any such third party is subject to a separate written agreement between You and such third party, and SkySlope is not a party to or bound by any such agreements.
 - ii. SkySlope shall have the right to monitor use of the Services, including but not limited to the review all activity and the content and materials uploaded by You or others for the purpose of determining compliance with these Terms of Use, as well the right to remove or refuse any information for any reason in accordance with applicable law, and to use data collected therefrom for any other purposes. Notwithstanding these rights, You remain solely responsible for the content of Your Data. Please also note that information about You and your real estate business, including but not limited to the brokerages, association(s), board(s), multiple listing services or other organizations You are a member of, may be attached to and / or incorporated in content within the SkySlope Platform, including but not limited to SkySlope Forms.
 - iii. You shall take all steps necessary to protect Your login(s) and password(s), to safeguard the security and integrity of the Services, and to protect against unauthorized access and use. You shall immediately notify SkySlope of any violation of the foregoing. Any access to the Services using Your login and password shall be deemed access by You.
- c. **SkySlope Client Account Access.** Your use of the Site and Services may be provided in connection with an agreement entered into between SkySlope and a third party, such as a real estate brokerage, agency or other business that you have a business relationship or agreement with (each a "SkySlope Client"). You acknowledge and agree that the Client Contract controls your use of the Site and Services, including processing of Your Data, and that the Client Contract controls in the event of any conflict between the Client Contract and Terms of Use. You acknowledge and agree that SkySlope and SkySlope Client: (a) may have access to your use of the Services and Your Data; (b) may process Your Data at the direction of SkySlope Client and without notice to, or approval from, you for such processing; (c) may have the right to create, monitor and control your user logins, passwords and accounts and your access or denial, suspension or termination of access to the Site or Services; and (d) You hereby consent and authorize SkySlope and SkySlope Client to have all such rights and access as set forth in this section, including but not limited to the right to verify your eligibility to use the Site or any Service, including any required Multiple Listing Service ("MLS") or Realtor® association membership(s). When You provide your membership or National REALTOR® Database System number to access certain content provided by a SkySlope Client, You authorize SkySlope to provide that information to required third parties, such as SkySlope Client, MLS or Realtor® associations. We will transmit your information to the required third parties, such as SkySlope Client, MLS or Realtor® associations to verify your eligibility to receive the requested materials and access. SkySlope has no liability for or relating to any disputes between You and any SkySlope Client or for SkySlope and SkySlope Client's access or use of Your Services or Your Data. SkySlope may maintain, correct and modify, and may upgrade and/or update the Site or Services at any time in its discretion with or without notice to You.
- d. **License Grant.** We grant You a non-transferrable, non-exclusive right to access and use the Services, identified in Your Sales Order, pursuant to a SkySlope Client agreement / Subscription Agreement, or as defined as a Standalone User, as applicable, for Your own personal, individual and internal real

estate activities as expressly authorized under these Terms of Use. No right to sub-license or sub-let is granted under these Terms of Use.

3. Use of Services.

a. Additional Service Terms.

- i. **SkySlope Software.** SkySlope may, in its discretion, provide You or SkySlope Client with online access to SkySlope Software. The SkySlope Software is included within the definition of and is part of the “Services” and its access and use by You is subject to the terms and conditions of these Terms of Use. Installation and/or use of the SkySlope Software may require Your acceptance of terms of use or an end user license agreement which shall govern that software’s use; however, if separate terms or an agreement for such SkySlope Software is not provided, then such SkySlope Software is provided as part of the Services and You have the non-exclusive, non-transferable, limited right to use such SkySlope Software, subject to the terms and conditions of these Terms of Use solely to facilitate Your use of the Services as expressly permitted herein. SkySlope has the right to terminate or suspend Your access and use of the SkySlope Software at any time without notice. Additionally, Your right to use the SkySlope Software shall immediately and automatically terminate in the event that SkySlope ceases its business relationship with SkySlope Client, or You cease Your business relationship with SkySlope Client.
- ii. **Electronic Signature / DigiSign.** Your Services may include products that allow for the collection and storage of electronic signatures on Your documents (“Electronic Signature Products”). 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. SkySlope 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, including by not limited to DigiSign 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 seek legal advice.
- iii. **Text Messaging / SMS.** The Services may include the ability to utilize text messaging (SMS) that sends text messages to mobile phone numbers designated by You. You shall only use this feature for yourself and others who expressly opt-in to its usage. Use of the SMS feature will include an unsubscribe instruction. SMS recipients may text STOP, STOP ALL, END, QUIT, NO, CANCEL or UNSUBSCRIBE to opt out of receiving future messages and such recipients will receive one (1) final message confirming their inactivation of this service. Following such confirmation message, no additional text messages will be sent unless re-activated by You or a person designated by You. SMS recipients may also text HELP for questions. Message and data rates may apply from Your mobile carrier. You acknowledge and agree that utilization of SMS (text messaging) may cause You and other participants to incur additional charges from their mobile service providers, such service may subject You and participants to additional fees, and such service may not be available with all mobile service providers. You agree that You and any other participants designated by You shall be solely responsible for all and any expenses and/or fees associated with SMS (text messaging) in connection with the Services. You further agree that SkySlope will not have any liability and/or responsibility in connection with the provision of the SMS (text messaging) services, any SMS (text messaging) errors, delays, or missed, deleted or late-received messages, or messages sent to unintended or non-consenting recipients.
- iv. **Application Programming Interface / API.** SkySlope may provide a SkySlope Client or You with access to certain application programming interfaces (API), including software developer kits,

documentation, API credentials, and any software, materials or data that SkySlope makes available to SkySlope Client, in its sole discretion (collectively, the “API Feature Set”). The API Feature Set is included within the definition of and is part of the “Services” and its access and use by You is subject to the terms and conditions of these Terms of Use. SkySlope shall have no obligation to provide You with access to or use of the API Feature Set. **YOU ACKNOWLEDGE AND AGREE THAT IF ACCESS TO OR USE OF ANY API FEATURE SET IS PROVIDED: (A) YOU AND/OR SKYSLOPE CLIENT WILL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND USE OF THE API FEATURE SET AND ANY APPLICATIONS, INTERFACES, INTEGRATIONS OR USES THEREOF; (B) YOU AND SKYSLOPE CLIENT ASSUME ALL LIABILITIES AND RISKS ASSOCIATED WITH ANY USES OF THE API FEATURE SET; AND (C) THE API FEATURE SET IS PROVIDED “AS IS” AND WITH “ALL FAULTS” AND SKYSLOPE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY API FEATURE SET, ITS USE BY YOU OR SKYSLOPE CLIENT OR THAT THE API FEATURE SET WILL WORK OR INTEGRATE WITH YOUR OR SKYSLOPE CLIENT’S SOFTWARE, ANY THIRD PARTY RESOURCES OR MEET ANY OF YOUR OR SKYSLOPE CLIENT’S REQUIREMENTS.** The API Terms of Use can be found here: <https://skyslope.com/api-license-terms-of-use/>.

- v. **Single Sign-On.** SkySlope may provide a SkySlope Client or You with access to Single Sign-On Services (“SSO”). Single Sign-On shall at all times be subject to this Agreement. SSO will only be available if SkySlope enters into agreements with Third-Party providers for such Service. When SkySlope’s agreement with a Third-Party provider terminates, Your access to and use of the Third-Party provider’s product or service using the SSO shall also terminate. All products and Services accessed under the SSO will be linked to and have the ability to be accessed by a single set of credentials. You are responsible for ensuring no unauthorized access occurs. You agree that SkySlope shall have no responsibility or liability whatsoever from any claims made as a result or related to use of SSO services.
- vi. **Data Fill Feature.** SkySlope may provide a SkySlope Client or You with the ability to allow You to auto fill / complete and / or manually input text in certain data fields of a Custom Form, Third-Party Form or document without viewing the entire text of the Custom Form, Third-Party Form, or document being completed (a “Data Fill Feature”), You acknowledge that You should review the Custom Form, Third-Party Form and / or document in its entirety with all text and data revealed before You send, use, or rely on the Custom Form, Third-Party Form and / or document or any text You automatically or manually fill in the Custom Form, Third-Party Form and / or document using the Data Fill Feature. You agree that SkySlope has no responsibility or liability whatsoever which might result from Your use of a Data Fill Feature.
- vii. **SkySlope Forms.** SkySlope may provide a SkySlope Client or You with access to its software technology, SkySlope Forms, which may include the ability to access, populate, electronically sign, print and save Custom Forms and / or Third-Party Forms.
 - A. **Custom Forms / Custom Conversion.** SkySlope may at its sole discretion offer services to convert or digitize real estate forms owned or licensed by You (“Custom Forms”) into electronic format for use within the Services (“Custom Conversion”). If You utilize this Custom Conversion Service, You grant SkySlope a non-exclusive, worldwide, royalty-free, perpetual sub-licensable license and right to host, digitize, use, process, reproduce, display and transmit: (a) Custom Forms; and (b) Your name, trademark(s) and logo(s) (“Marks”), in connection with the Custom Conversion. You agree and acknowledge that You are solely responsible for the content, legality and suitability of Your Custom Forms as well as the Custom Conversion. Furthermore, 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 or SkySlope Client agreement / Subscription Agreement, 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. SkySlope makes no representations,

warranties or guarantees whatsoever regarding the use, content, legality or sufficiency of such Custom Forms, or that the Custom Forms are the most accurate or up-to-date versions.

- B. Third-Party Forms.** SkySlope may at its sole discretion offer You the SkySlope Forms service which contains real estate forms and other forms that are owned and/or licensed by third-parties, such as multiple listing service(s), REALTOR® associations, company or brokerage mandated forms, or other forms provided by third-parties (“Third Party Forms”). Third Party Forms are licensed to SkySlope by third parties. Some Third Party arrangements require that this Agreement contain specific provisions – these provisions are set forth in the Appendix to these Terms of Use, which is incorporated hereto and made a part of this Agreement. Access to some Third Party Forms are limited and available only to individuals who are members or have permission from that specific Third-Party (“Authorized Forms User”). SkySlope will need to obtain specific information from You and verify You are a permitted Authorized Forms User prior to access being granted. You acknowledge and agree that SkySlope shall have no obligation to provide You with access to or use of Third Party Forms if You are not an Authorized Forms User and / or after the license agreement between SkySlope and the applicable Third Party Forms licensor terminates for any reason. You acknowledge and agree that SkySlope may on instruction from Third Party Resources, from time-to-time and at any time, without notice, update, change or amend the Third Party Forms (including discontinuing publication of the Third Party Forms in whole or in part). Once a Third Party Form has been updated or amended You shall discontinue use of any previous version of such Third Party Form and use only the updated Third Party Form. You further acknowledge and understand that once SkySlope’s license to use Third Party Forms terminates for any reason, You will no longer be able to access Third Party Forms in the applicable SkySlope Forms library.

Third Party Forms printed or exported from SkySlope Forms may identify the Authorized Forms User’s name, licensed information and/or company information on or within the Third-Party Forms. You must use the correct name, license information and company information within SkySlope Forms and it shall be considered a material breach of this Agreement to use anyone else’s name or include a false company name, license information and/or address within SkySlope 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 SkySlope. SkySlope makes 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. All right, title and interest in and to the Third Party Forms belong solely to such third party and/or its licensors, as applicable.

- C. Exporting Custom Forms and / or Third-Party Forms.** We grant You the right to use SkySlope Forms to export Custom Forms and / or Third-Party Forms to .pdf format. The export of the Custom Forms and / or Third-Party 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. Custom Forms and / or Third-Party Forms exported from SkySlope Forms 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 Custom Forms and / or Third-Party Forms 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 Custom Forms and / or Third-Party Forms. 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 SkySlope Forms, which may result in formatting, saving,

printing and e-mailing problems or other errors in Your .pdf documents. You agree that SkySlope has no responsibility or liability whatsoever for any damages which might result from such errors in Your .pdf documents or any of the Custom Forms and / or Third-Party Forms.

- D. Reproducing Custom Forms and / or Third-Party Forms.** SkySlope 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 SkySlope Forms to (a) print out, reproduce or display in any manner, blank or partially blank pages or copies of the Custom Forms and / or Third-Party Forms contained within SkySlope Forms (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, placeholders or other characters that do not in good faith constitute real estate transaction information to enable the printing of blank Custom Forms and / or Third-Party Forms; or (c) print out blank or essentially blank forms and manually insert information on the hard copies of Custom Forms and / or Third-Party Forms. 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 SkySlope.
- E. Compliance with Laws.** SkySlope shall not be responsible for, and You are solely responsible for, determining whether You have any retention obligations for any documents, information or materials contained within SkySlope Forms and whether Your use of SkySlope Forms to store documents, information or materials 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. SkySlope makes no representations or warranties that SkySlope Forms or any of the Services provided are appropriate for any retention or audit obligations that may be required for Your particular transaction. If You are unsure whether Your use of SkySlope Forms or any other Services provided to store documents, information or other materials complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.
- F. Appropriateness of Custom Forms and/or Third-Party Forms.** SkySlope shall not have any liability to You for any claim, loss or damage of any kind or nature whatsoever arising out of or in connection with the deficiency or inadequacy of the Custom Forms and / or Third-Party Forms for any purpose, whether or not known or disclosed to SkySlope. Custom Forms and / or Third-Party Forms are not a substitute for Your independent professional judgment as to the appropriateness of Custom Forms and / or Third-Party Forms in different situations. Custom Forms and / or Third-Party Forms do not constitute legal or real estate advice, please consult an appropriate professional, such as an attorney.
- b. Maintenance.** 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 SkySlope 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 6:00 a.m. Pacific Time – to permit SkySlope 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 SkySlope determines, in our sole discretion, may create a risk to the applicable Service, to You or to any of our SkySlope Clients or customers, if the Services were not suspended; and (c) in the event that SkySlope determines that it is necessary or prudent to do so for legal or regulatory reasons ((a), (b), (c) collectively referred to as, "Permitted Service Suspensions") SkySlope shall have no liability as a result of a Permitted Service Suspension. To the extent that SkySlope is able, SkySlope will endeavor to provide you with notice of any Permitted Service Suspension in accordance with this Agreement and to post updates on the Services regarding

resumption of Services following any such Permitted Service Suspension, but shall have no liability for the manner in which SkySlope may do so or if SkySlope fails to do so.

- c. **Storage.** You agree that SkySlope has no responsibility or liability whatsoever for the deletion, corruption or failure to store any transaction, template, clause, content, form or document maintained by SkySlope or maintained or utilized in the SkySlope Platform, including but not limited to Third-Party and Custom Forms. If You wish to save transaction documents, You should export the documents to another location, such as saving the documents on Your computer or some other external storage medium. Notwithstanding, SkySlope will use its best efforts to adhere to the following storage timeframes:
- i. Standalone Users: we reserve the right to delete accounts and/or stored (including but not limited to completed Third-Party and Custom Forms) documents within accounts that have not been accessed for a period of fourteen (14) months.
 - ii. Customers under an existing Sales Order, SkySlope Client agreement or Subscription Agreement: Storage available to You will depend upon the plan and features purchased by You or by SkySlope Client under the terms of an existing Sales Order, SkySlope Client Agreement or Subscription Agreement. 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.
- d. **Third-Party Links and Content.** The Site and Services may contain links to third-party websites, advertisers, services, listings, special offers, or other events or activities that are not owned or controlled by SkySlope. SkySlope does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If You access a third party website from the Site or Services, You do so at Your own risk, and You understand that these Terms of Use and Our Privacy Policy do not apply to Your use of such sites or third parties. You expressly release, waive, relieve and hold harmless SkySlope from any and all liability arising from Your use of any third-party website, service, or content. Additionally, Your dealings with or participation in promotions of advertisers found on the Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between You and such advertisers. You agree that SkySlope shall not be responsible for any loss or damage of any sort relating to Your dealings with such advertisers or other third parties.
- e. **Your Responsibilities.** You must provide true, accurate, and current information, and maintain and update this information and ensure that it remains true, accurate, and current. You consent to receive personalized emails, telephone calls and other communications, including text or SMS messages, from SkySlope. Communications may be made by automated means, including an auto-dialer. Text and data rates may apply. You agree to, at all times, comply with all applicable laws, regulations, restrictions, third-party contractual requirements and industry standards / code of conduct obligations and rules in connection with accessing and using the Site and Services, including all laws, regulations, restrictions and rules involving private data and applicable export controls. In particular, You will not use this site or the Services in any country in any manner prohibited by the United States Export Administration Act or any other export laws, regulations, restrictions and rules. You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan and North Korea) and that You are not otherwise prohibited from using the Site or the Services in any manner under any export laws, regulations, restrictions and rules. You will not use the Site or Services for any illegal purpose or in violation of any law or regulation, or to transmit, receive, download, upload or solicit: (a) any of Your Data or other materials which may violate any copyright, trade secret, trademark, service mark or any other intellectual property rights or rights of privacy or publicity of any person or entity; (b) any of Your Data or other materials containing any destructive or interfering programs, applications, or instructions; or (c) any of Your Data or other materials which may subject You or SkySlope to civil or criminal liability. You agree to abide by all copyright and other restrictions placed on any data, information or content available via the Services including any material or data compilations where SkySlope or others hold the copyright or other intellectual property or proprietary rights.
- f. **Prohibited Activities.** You shall not: (a) reproduce, duplicate, disseminate, copy, modify, translate, or create derivative works based on the Site or Services; (b) sell, rent, lease, loan, distribute, pledge, assign, or otherwise transfer or encumber rights to the Site or Services, or otherwise disclose the Site or Services

to any third party or use the same for the purpose of commercial timesharing, service bureau or other rental or sharing agreements with or for the benefit of any third party or customer; (c) use the Site or Services for any use other than the expressly authorized use set forth above, including to conduct electronic, individual or bulk transfers, migrations, downloads or extractions of data, records, files or information from the Services; (d) reverse engineer, decompile, disassemble, circumvent the security and restrictions, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Site or Services; (e) remove or otherwise alter any proprietary notices or labels from the Site or Services or any portion thereof; (f) use the Site or Services to create any product or service; (g) use the Site or Services if You are a competitor of SkySlope, except with SkySlope's prior written consent, (h) design, build or develop any product or service that competes against the Site or Services or that provides the same or similar services or functionality as the Site or Services; (i) violate the security of any computer network, or crack, hack or circumvent any passwords or security encryption codes, (j) run any mail-list, listserv, any form of auto-responder or "spam" on the Site or Services, or any processes that run or are activated while You are not logged into the Site or Services, or that otherwise interferes with the proper working of the Site or Services (including, without limitation, by placing an unreasonable load on the Site's or Services' infrastructure), (k) through the use of manual, automated or any other means, engage in action that "crawls," "scrapes," or "spiders" any page, data or portion of or relating to the Site or Services, (l) perform, monitor, analyze or disclose the Site's or the Services' availability, performance or functionality, or for any other benchmarking or competitive purposes, or (m) otherwise use the Services in any way not expressly provided for by these Terms of Use. You will use the Services only in compliance with: (i) these Terms of Use; and (ii) in accordance with all applicable laws, rules and regulations.

4. Proprietary Rights.

a. Data Generated, Created or Provided by You.

- i. **Your Data.** To the extent You provide or make available to SkySlope materials or content to use in connection with the Services You hereby represent and warrant that You shall own or have all necessary rights to all information (including but not limited to Custom Forms, all content provided by You in Custom Forms and / or Third-Party Forms, contracts, and other documents), data, text, images, audio, video, photographs, and any other content or materials that You upload or input to the Site or the Services, including but not limited to any data fill fields or blank fields that You populate in any document or Custom Forms and / or Third-Party Forms (collectively, "Your Data"). The term "Your Data" does not include the Services, Third Party Resources (as defined below), the SkySlope Intellectual Property, the SkySlope Platform or any other SkySlope products or services, or any derivative works thereof. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Data, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Data, or from Your use of the Site or Services. You may disclose or transfer Your Data to a third party, and upon such disclosure or transfer SkySlope is no longer responsible for the security or confidentiality of such content and applications outside of SkySlope.
- ii. **License Grant and Representations, Warranties and Disclaimers.** You hereby grant to SkySlope a non-exclusive, worldwide, royalty-free, perpetual, sublicensable license and right to host, use, process, reproduce, display and transmit Your Data to provide the Services pursuant to and in accordance with these Terms of Use. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Your Data, and for obtaining all rights related to Your Data required by SkySlope to perform the Services. SkySlope has no obligation to verify the information provided and disclaims any responsibility for its accuracy and You use the same at Your own risk. You agree to defend, indemnify and hold harmless SkySlope and its employees, officers, agents, and directors from and against any liability arising from any inaccuracy or inadequacy of Your Data and Third Party Resources. You represent and warrant that: (a) You have the written consent of each and every identifiable natural person in Your Data to use such person's name or likeness in the manner contemplated by the Services and these Terms of Use, and each such person has released You and SkySlope from any liability that may arise in relation to such use; (b) Your Data and SkySlope's use thereof as contemplated by these Terms of Use and the Services will

not violate any law or infringe any rights of any third party, including but not limited to any copyrights, trademarks, service marks or other intellectual property rights, publicity rights, or privacy rights; (c) SkySlope may exercise the rights to Your Data granted under these Terms of Use without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise; and (d) all of Your Data and other information that You provided to SkySlope is truthful and accurate. SkySlope reserves the right to change, condense or delete any content, information, or materials available with or used in connection with the Services (including Your Data) that SkySlope deems, in its sole discretion, to violate any provision of these Terms of Use. In the event You delete any account or portion thereof within the Services, You shall contact SkySlope immediately at support@skyslope.com. SkySlope shall not have any liability for any lost content or Your Data in the event You delete any account or portion thereof within the Services, and such instances shall not constitute a breach of these Terms of Use.

- b. SkySlope's Intellectual Property.** You shall not contest or otherwise challenge: (a) SkySlope's designation of its Confidential Information (as defined below) as trade secrets and commercially sensitive and confidential and proprietary information; or (b) SkySlope's ownership of SkySlope Intellectual Property. SkySlope is the owner of all SkySlope Intellectual Property and no title or ownership of the Confidential Information or SkySlope Intellectual Property is transferred to You by way of these Terms of Use. Except for the express limited rights granted to You to use the Site and Services set forth above, no other rights, whether express or implied, are granted to You, and are reserved to and retained by SkySlope. You agree that any feedback, suggestions, improvements, enhancements, input and/or feature requests relating to the Site or Services provided by You to SkySlope ("Feedback") shall be owned solely by SkySlope, shall be included as part of the SkySlope Intellectual Property, and SkySlope shall be free to exploit and/or incorporate such Feedback in connection with the Services, Site and/or SkySlope's business.

5. Privacy and Confidential Information.

- a. Personal Information.** You represent, warrant, covenant and agree that You shall comply with all relevant and/or applicable state and federal data privacy standards and all United States, foreign and other applicable laws, rules and regulations governing data, banking and financial information, real estate, the purchase or sale of real estate, real estate transactions, agencies and brokers, privacy, personal data and personal information and PII (as defined below) including the U.S.-EU Safe Harbor Privacy Framework, the General Data Protection Regulation (GDPR) (EU) 2016/679, the California Consumer Privacy Act (CCPA) AB-375, and any other applicable laws, rules, regulations and guidelines, and all other requirements reasonably requested by SkySlope (collectively, the "Data Privacy Standards"). You represent, warrant, covenant and agree that for so long as You maintain, possess, acquire, disclose, use, or have access to any PII, You shall at all times maintain the PII in strict confidence and shall not disclose it to anyone or use it for any purposes except as expressly authorized in these Terms of Use and as permitted by applicable law and the Data Privacy Standards, and You shall be and remain in strict compliance with the Data Privacy Standards and that You shall notify SkySlope within twenty-four (24) hours if You are no longer in compliance with such Data Privacy Standards. SkySlope shall have the right, at any time, to require You to remove, destroy or purge any information from Your possession, custody or control that constitutes PII when required by any of the Data Privacy Standards. SkySlope shall have the right, but not the obligation, upon reasonable prior notice, to audit You to confirm Your compliance with these Terms of Use and the Data Privacy Standards, which audit may include on-site inspections, requests for copies of documents and records, interviews with employees and representatives, proof of compliance, and written certifications executed under oath. The term "PII" means personal information, personally identifiable information, non-public information (NPI), any information about an individual, information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, and any other information protected or regulated under applicable law and includes: (a) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (b) credit card, debit card and other banking and payment information; (c) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information; (d) any non-public personal information regarding any individual that is subject to applicable national, state, regional,

and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information; (e) is Personally Identifiable Information, as defined by state breach notification statutes; (f) non-public information (NPI) as defined and/or used by applicable state, federal or local laws, rules or regulations; (g) information appearing on applications for obtaining financial services (such as credit card or loan applications), or on account histories (such as bank or credit card histories), a person's status (current or previous) with a banking, credit, lending or other financial organization, including names, addresses, telephone numbers, Social Security numbers, PINs, passwords, account numbers, salaries, medical information, and account balances; and (h) any information or materials protected by applicable state, federal or local laws, rules or regulations or governing real estate or its purchase or sale, real estate brokers, agents, transactions or related documents.

- b. **Confidential Information.** You will treat and hold all confidential, commercially sensitive, proprietary, and/or non-public information ("Confidential Information") received from SkySlope in strict confidence and will not use or disclose to anyone any of the information except as otherwise expressly permitted by these Terms of Use. The term "Confidential Information" shall include PII, all user logins and passwords, SkySlope Intellectual Property, the API Feature Set, SkySlope Software, SkySlope Platform, the Services and their features, functionality, work-flow, algorithms, screen displays and methods, system updates and all documentation relating thereto. Any information provided by SkySlope through the Services shall be considered Confidential Information of SkySlope. Upon termination, cancellation or expiration of these Terms of Use for any reason whatsoever, or at SkySlope's request at any time, You shall return to SkySlope all Confidential Information or at SkySlope's option, destroy such information. You shall not promote or publicly disclose or link the Internet address or location of the Services in any manner, including on any web sites without the prior written consent of SkySlope.
- c. **Compelled Disclosure.** SkySlope reserves the right to fully cooperate with any law enforcement or duly authorized regulatory authorities or court order requesting or directing SkySlope to disclose any Your Data, or any other content, data, information, the identity of anyone posting content or using the Site or Services or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THESE TERMS OF USE, YOU WAIVE, RELEASE AND HOLD SKYSLOPE HARMLESS FROM AND AGAINST ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SKYSLOPE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SKYSLOPE OR LAW ENFORCEMENT OR DULY AUTHORIZED REGULATORY AUTHORITIES.

6. Fees and Payment Terms. You shall pay all fees specified in the applicable Sales Order or applicable SkySlope Client agreement / Subscription Agreement ("Fees"), if applicable. Except as otherwise specified in this Agreement,: (i) Fees are quotes and payable in the current set out in the Sales Order; (ii) payment obligations may not be cancelled; (iii) Fees are non-refundable; and you shall be solely responsible for the payment of all sales, use, value added, or other tax obligations arising out of or in connection with this Agreement and Your use of the Services.

7. Term and Termination.

- a. **Term.** This Agreement commences on that date this Agreement is acknowledged by You and continues in effect until the latter of the initial term identified in the applicable Sales Order or applicable SkySlope Client agreement / Subscription Agreement or when You cease access and use of the Services.
- b. **Termination.** SkySlope shall have the right, in its sole discretion, to terminate this Agreement at any time for any reason, cease doing business with You or any business, person or entity and/or to terminate or suspend Your access to the Service, or any part thereof, temporarily or permanently, at any time and from time to time, and with or without notice, for any reason whatsoever including for record keeping, quality assurance, or if SkySlope believes that You have violated or acted inconsistently with the letter or spirit of these Terms of Use. Additionally, SkySlope reserves the right to refuse to do business with You, SkySlope Client, or any business, person or entity in its discretion,

consistent with local, state and federal laws. You also agree that SkySlope will not be liable to You or to any third party for any modification or termination of access to the Services. These rights and actions are in addition to and not in lieu or limitation of any other right or remedy SkySlope may have available at law or in equity.

- c. **Effects of Termination.** Upon termination, cancellation or expiration of this Agreement for any reason whatsoever: (a) Your right to access and use the Services shall immediately, automatically, and without notice, be revoked; (b) You shall immediately cease all access to and use of the Services and all Confidential Information; (c) You shall return to SkySlope all Confidential Information; (d) SkySlope shall have the right to terminate and deny You access to and use of the Services immediately and without notice. The obligations set forth in this Agreement which, by their nature, are intended to survive, shall survive the termination, cancellation or expiration of this Agreement for any reason whatsoever. Such surviving obligations include, without limitation, obligations with respect to Confidential Information, protection of PII and data, and obligations of indemnity and any applicable warranties and representations.

8. THESE TERMS OF USE ARE A CONTRACT FOR SERVICES AND NOT FOR THE SALE OF GOODS. THE SITE AND SERVICES (INCLUDING BUT NOT LIMITED TO THE API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS AND ANY SKYSLOPE SOFTWARE) ARE PROVIDED "AS IS" WITH "ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED. YOUR USE OF THE SITE AND SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS AND SKYSLOPE SOFTWARE IS VOLUNTARY AND ENTIRELY AT YOUR OWN RISK, AND YOU ARE RESPONSIBLE FOR MAINTAINING AN INDEPENDENT MEANS EXTERNAL TO THE SITE AND SERVICES FOR THE BACKUP AND RECONSTRUCTION OF ANY LOST OR INCORRECT OR DAMAGED DATA OR YOUR DATA. SKYSLOPE EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SKYSLOPE DOES NOT WARRANT THAT THE SITE OR SERVICES WILL MEET THE REQUIREMENTS, OR IS INTENDED OR DESIGNED TO MEET THE REQUIREMENTS, OF ANY SPECIFIC CONTRACTUAL, INDUSTRY OR REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS). SKYSLOPE DOES NOT WARRANT THAT THE SITE, SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS OR SKYSLOPE SOFTWARE OR THEIR FUNCTIONS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, WITHOUT DELAYS, WITHOUT LOSSES OF DATA OR INFORMATION OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE, SERVICES, API FEATURE SET OR SKYSLOPE SOFTWARE OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES, INFECTIONS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE CODE. SKYSLOPE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SITE OR SERVICES IN TERMS OF ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS, RELIABILITY OR OTHERWISE. THE SITE, SERVICES, API FEATURE SET, SKYSLOPE FORM, SKYSLOPE PLATFORM AND/OR SKYSLOPE SOFTWARE MAY INCLUDE ERRORS AND MAY BE CHANGED OR MODIFIED AT ANY TIME. YOU, AND NOT SKYSLOPE, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE, SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS AND/OR SKYSLOPE SOFTWARE. SKYSLOPE MAKES NO WARRANTIES THAT YOUR USE OF THE SITE, SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS AND/OR SKYSLOPE SOFTWARE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS. THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SKYSLOPE RESERVES THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE, SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS AND/OR SKYSLOPE SOFTWARE OR ANY PART THEREOF, WITH OR WITHOUT NOTICE.

9. Limitations of Liability. NOTWITHSTANDING ANY PROVISION OF THESE TERMS OF USE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL:

- a. SKYSLOPE OR ANY OF ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF REVENUE OR SIMILAR DAMAGES; AND
- b. THE TOTAL, COMPLETE AND COLLECTIVE LIABILITY OF SKYSLOPE AND ALL OF ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS ARISING OUT OF OR RELATING TO THESE TERMS OF USE THE SITE, THE SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS AND/OR SKYSLOPE SOFTWARE IN ANY EVENT EXCEED ONE HUNDRED DOLLARS (\$100.00) IN THE AGGREGATE.

EACH AND ALL OF THE TERMS, PROVISIONS AND LIMITATIONS SET FORTH ABOVE IN THIS SECTION SHALL APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY, STATUTORY OR OTHERWISE; (B) EVEN IF ANY ONE OR MORE REMEDIES PROVIDED IN THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE; AND (C) EVEN IF SKYSLOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. Indemnification. You agree to defend, indemnify and hold harmless SkySlope and each of its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, contractors, officers and directors from and against any actual or threatened claims, damages, liabilities, demand, judgments, awards, costs and expenses including reasonable attorneys' fees, due to, arising out of or relating to: (a) Your Data, or Your use of the Site, Services, API Feature Set, SkySlope Platform, SkySlope Forms or SkySlope Software; (b) Your submissions, posts or transmissions through the Services, including without limitation, Your Data; (c) Your breach or other violation of any of these Terms of Use or any representations, warranties or covenants made herein; (d) Your violation of any rights of any content owner or provider; (e) any violation of the obligations of confidentiality and privacy as set forth in these Terms of Use; (f) any claim by SkySlope Client or a Third Party Resource arising out of or relating to Your use of the Services or the Site or any agreements or disputes between You and any SkySlope Client or Third Party Resource; and/or (g) any other obligations of indemnity, defense or hold harmless set forth elsewhere in these Terms of Use. The foregoing obligations of indemnity, defense and hold harmless shall apply whether Your acts or omissions were intentional, negligent or reckless.

11. Disputes.

- a. **Governing Law.** These Terms of Use shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Delaware. The Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply to these Terms of Use. Any dispute, controversy or claim arising out of or relating to the Services or the Site or these Terms of Use, or their negotiation, performance, execution or breach, shall be settled exclusively by arbitration in accordance with the Rules of the American Arbitration Association ("AAA"). The arbitration and all proceedings shall take place in Wilmington, New Castle County, Delaware before a single arbitrator selected by the parties in accordance with the AAA rules; however, the arbitrator shall have no less than ten (10) years' experience in computer law and commercial matters. The decision of the arbitrator shall be final and binding and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. All proceedings, the decision and submissions made in connection with the arbitration shall be confidential. With respect to all disputes arising in relation to these Terms of Use, but subject to the preceding arbitration provisions in this section, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Wilmington, Delaware. In any dispute arising out of or relating

to these Terms of Use, the prevailing party shall receive an award of its reasonable attorneys' fees and costs in any proceeding, including on appeal and enforcement.

- b. **Waiver of Jury Trial.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SITE OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND SKYSLOPE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY SKYSLOPE OR YOU, AND ARE ALSO WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. Miscellaneous Provisions.

- a. **Assignment.** The use of the Services and grants by SkySlope hereunder are personal to You and may not be assigned, sub-licensed or transferred, in whole or in part, by You, whether by agreement, operation of law, sale, merger, reorganization or change of control of Your company or business. Any assignment or transfer in violation of this section shall be void and of no force or effect and shall constitute a material breach of these Terms of Use.
- b. **Notice.** SkySlope may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to You via email notice, written or hard copy notice, or through posting of such notice on the Site or in the Services, as determined by SkySlope in our sole discretion. SkySlope reserves the right to determine the form and means of providing notifications to You. SkySlope is not responsible for any automatic filtering You or Your network provider may apply to email notifications we send to the email address You provide us. All notices, requests or demands to SkySlope shall be delivered in writing and shall be deemed given only if delivered personally or sent via overnight delivery to SkySlope's mailing address. Any legal notice sent by You to SkySlope must also be emailed to support@SkySlope.com. Please contact us at support@SkySlope.com with any questions regarding these Terms of Use.
- c. **No Waiver.** The failure or delay of any party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other party. No party shall be deemed to have waived any rights under these Terms and Conditions by any action or inaction unless an express waiver is set forth in writing. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.
- d. **Entire Agreement and Severability.** These Terms of Use together with any other agreement entered into between You and SkySlope, including but not limited to Sales Order Forms, and applicable SkySlope Client agreement / Subscription Agreement(s)) constitute the entire, complete and only agreement between the parties regarding the subject matter contained herein and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to this subject matter. Any modification of any term or condition of these Terms of Use shall be effective only if in writing and signed by authorized representatives of all parties. No other act, usage or custom shall be deemed to modify these Terms of Use. Whenever possible, each provision of these Terms of Use shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Terms of Use or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of these Terms of Use or the application of the provision to the other parties or other circumstances.

- e. **Relationship of the Parties.** These Terms of Use do not constitute and shall not be construed as constituting a partnership, agency or joint venture between any of the parties. These Terms of Use shall not be construed as authority for any party to act for any other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other.
- f. **Headings and Interpretation.** The use in these Terms and Conditions of the word “including” will mean “including, without limitation.” The words “hereby,” “herein,” “hereinafter,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to these Terms of Use as a whole, as the same may be altered, amended, modified, repealed, restated and/or supplemented in accordance with the provisions contained in these Terms of Use, and not to any particular article, clause, paragraph section, subparagraph or subsection contained in these Terms of Use. All references to articles, clauses, paragraphs, sections, subparagraphs, and subsections will mean the articles, clauses, paragraphs, sections, subparagraphs and subsections contained in these Terms of Use, except as otherwise expressly provided in these Terms of Use. The title of and the article, section and paragraph headings contained in these Terms of Use are for convenience of reference only and will not affect or govern the interpretation of any of the provisions contained in these Terms of Use. The use of the singular form of a definition or term also will denote the plural forms of such definition or term, and vice-versa, as in each case the context may require. Where specific language is used to clarify by example a general statement contained in these Terms of Use, such specific language will not be deemed to limit, modify or restrict in any manner the construction of the general statement to which it relates. Should any provision of these Terms of Use require interpretation, the body or entity interpreting or construing these Terms of Use shall not apply a presumption that the terms hereof shall be more strictly construed against the party who itself or through its agents, prepared the document. There are no third party beneficiaries to these Terms of Use, whether express or intended.
- g. **Changes to Terms of Use.** SKYSLOPE MAY MODIFY THESE TERMS OF USE, PRIVACY POLICY AND/OR OUR COPYRIGHT DISPUTE (DMCA) POLICY AT ANY TIME. IF SKYSLOPE CHANGES THESE ANY OF THESE TERMS WILL BECOME EFFECTIVE IMMEDIATELY UPON POSTING REGARDLESS OF WHETHER OR NOT YOU HAVE ACTUAL NOTICE OF THE CHANGES. YOU SHOULD REVIEW OUR TERMS FOR CHANGES. YOU AGREE THAT YOUR CONTINUED USE OF THE SITE AND SERVICES WILL CONSTITUTE YOUR ACCEPTANCE OF ALL CHANGES TO THESE TERMS. IN THE EVENT YOU DO NOT AGREE TO ANY UPDATES TO THESE TERMS, YOU SHOULD CEASE ALL USE OF THE SITE AND SERVICES AND OUR AGREEMENT WILL BE GOVERNED BY THE TERMS OF USE, PRIVACY POLICY AND COPYRIGHT DISPUTE (DMCA) POLICY THAT WAS IN PLACE IMMEDIATELY PRIOR TO THE MOST RECENT UPDATES.

APPENDIX

ADDITIONAL SPECIFIC TERMS APPLICABLE TO SKYSLOPE FORMS LIBRARY

The following terms, as applicable, are incorporated into the SkySlope Terms of Use.

1. **Ontario Real Estate Association (“OREA”)** OREA HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OF USAGE OR OTHERWISE REGARDING THE OREA FORMS AND THE USE THEREOF TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. The OREA Forms are provided “as is” and that the Use or the reliance upon the OREA Forms (including by You or any other Person, in any Transaction) is at Your sole risk; the OREA Forms do not constitute legal, accounting or other professional advice of any nature and OREA shall have no liability to You whatsoever in respect of Your Use, misuse, inability to Use or reliance upon the OREA Forms. OREA shall have no liability to You or any third Person in respect of any Claims or Losses arising directly or indirectly from, out of, or relating to any of the following: (1) Your Use of or reliance upon the OREA Forms; (2) any failure of the OREA Forms to be accurate, complete, correct or current. You agree to indemnify, defend and hold harmless OREA (including their respective officers, directors,

employees and/or agents) from and against any and all Claims and Losses arising directly or indirectly from, out of or relating to Your use of the OREA Forms.

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