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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 (COLLECTIVELY “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”). ADDITIONAL THIRD-PARTY RESOURCE TERMS / AGREEMENTS MAY ALSO APPLY (“ADDITIONAL THIRD-PARTY TERMS”). IF YOU DO NOT AGREE TO THESE TERMS AND ANY APPLICABLE ADDITIONAL THIRD-PARTY 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.
 - 1.1.** “Ayce” means an Artificial Intelligence mobile application designed for real estate professionals to set goals and receive personalized guidance, including task recommendations, educational content, and tools to support business planning, prospecting, and transaction-related activities.
 - 1.2.** “Custom Forms” means forms provided by SkySlope Client and / or You to SkySlope.
 - 1.3.** “DigiSign” means the electronic signature tool provided as part of the SkySlope Platform.
 - 1.4.** “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.

- 1.5. "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.
- 1.6. "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 or utilizing Third-Party Resources.
- 1.7. "SkySlope Books" means the software and technology used for general real estate business accounting, and may include additional functionalities, such as Commission Information calculation, payments (including but not limited to the facilitation of the payment of earnest money), invoicing, reconciliation and payroll. Some functionality may include use of Third-Party Resources and may require You to accept and adhere to Additional Third-Party Terms and policies.
- 1.8. "SkySlope Client" means a third-party real estate brokerage, agency or other real estate related business with whom SkySlope has entered into a SkySlope Client Agreement / Subscription Agreement ("Client Agreement") with and which Client Agreement may provide for Your access to and use of the Site or Services.
- 1.9. "SkySlope Digital Transaction Management" means the software used to manage real estate transactions.
- 1.10. "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, Breeze, Ayce, SkySlope Digital Transaction Management, DigiSign, SkySlope Platform, SkySlope Books, SkySlope Offers, 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.
- 1.11. "SkySlope Forms" means the software used to prepare and send Custom Forms and /or Third-Party Forms, and also includes the Breeze functionality.
- 1.12. "SkySlope Offers" means the software and technology used to upload, prepare, send, receive, respond to and / or manage offers for real estate listings.
- 1.13. "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.
- 1.14. "SkySlope Platform" means all of SkySlope's proprietary technology and software, which also includes but is not limited to DigiSign, SkySlope Forms, Breeze, Ayce, SkySlope Offers, SkySlope Books, SkySlope Digital Transaction Management and SkySlope Software.
- 1.15. "Standalone User" means a Customer who is not subject to a Client Contract and who only has access to limited functionality in SkySlope Forms (only permitted Third-Party Forms), Breeze, and / or SkySlope Offers.
- 1.16. "Third-Party Financial Processor" means a third-party financial software product or service, such as a fintech, bank integration or credit card processor, that may allow You to access and link your financial institution account(s) and utilize the payment and reconciliation features in SkySlope Books by allowing access to Your Financial Data through an API.
- 1.17. "Third-Party Financial Processor Account" means the account(s) You have with Third-Party Financial Processor(s) that allow You to utilize SkySlope Books to store, access, retrieve and utilize

Your Financial Data. "Third-Party Forms" means real estate forms licensed from a Third-Party Resource, such as MLSs boards or other real estate associations, to SkySlope.

- 1.18.** "Third-Party Resource" means any and 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 licensed, obtained or derived from third-party sources outside of SkySlope, including but not limited to Third-Party Financial Processor(s), that You may access or use through, within, or in conjunction with the Site or Services. Third-Party Resource does not include Your Data.
- 1.19.** "Us," "We," or "Our" means SkySlope.
- 1.20.** "You" or "Your" means the person, business or entity who is authorized to use the Site or Services.
- 1.21.** "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, Your Financial Data; Commission Information; Custom Forms; all content provided by You in Custom Forms and / or Third-Party Forms; AI Content; Breeze; Ayce; SkySlope Offers; SkySlope Books; contracts and other documents; data; text; images; audio; video; photographs; and any other content or materials that You upload, input, or authorize access to on the Site or the Services, including such information, content and materials provided to SkySlope on Your behalf, including but not limited to any data fill fields or blank fields that You populate in any document or Custom Forms, Third-Party Form, SkySlope Books, Breeze and / or SkySlope Offers. The term "Your Data" does not include the Services, Third-Party Resource(s), the SkySlope Intellectual Property, SkySlope Platform or any other SkySlope products or services, or any derivative works thereof.
- 1.22.** "Your Financial Data" means Your personal and financial information, including but not limited to Commission Information; information needed to verify and authenticate access to Third-Party Financial Processor(s) and Third-Party Processor Account(s); any payment / credit instructions or bank account information, which is accessed and utilized by Third-Party Financial Processor(s) to effectuate bank account reconciliations, wire transfers, bank transfers, credit transfers, electronic funds transfers, automated clearing house networks, digital wallets, and /or other financial accounts You may have with a third-party entity or financial institution; the data made available by Your financial institutions(s), which may include bank balances, transaction activity, credit card charges, debits and deposits, and any messages or notices between You and the financial institution(s) and any information received by SkySlope from Third-Party Financial Processors.

2. Services and License Grant.

2.1. Services. Subject to this Agreement, SkySlope agrees to provide You with the Services identified in the Client Contract, which is incorporated hereto and made a part of this Agreement or defined as a Standalone User, as applicable.

2.2. Your Account.

2.2.1. 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 SkySlope Client. Your relationship with such SkySlope Client is subject to a separate written agreement between You and such SkySlope Client, and SkySlope is not a party to or bound by any such agreements.

2.2.2. 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, including Your Data, for the purpose of determining compliance with these Terms, as well as 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, SkySlope Offers and SkySlope Books.

2.2.3. 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.

2.3. Third-Party Resource Access. Your use of the Site or Services may require You to select, connect or interact with a Third-Party Resource.

2.3.1. In order to connect or interact with a specific Third-Party Resource, You may need to have, and actually be signed-in to, an active user account for that Third-Party Resource ("Third-Party Resource Account"). In regards to your Third-Party Resource Account(s), You agree to the following: (i) registering Your Third-Party Resource Account; (ii) agreeing to and complying with any and all Third-Party Resource additional terms and conditions, policies, practices or contracts ("Additional Third-Party Terms"); (iii) keeping Your Third-Party Resource Account active; (iv) Your choice to connect, interact with and use any such Third-Party Resource; (v) authorizing SkySlope to share Your identity and Third-Party Resource Account data with applicable Third-Party Resource for the purposes of opening and supporting Your Third-Party Resource Account; (vi) You are responsible for the accuracy and completeness of your Third-Party Resource Account; and (vii) the payment of any additional fees in connection with Your use of the Third-Party Resource and / or Third-Party Resource Account. SkySlope is not affiliated with, has no control over, and assumes no responsibility for, the policies or practices of any Third Party Resource(s) and Third-Party Resource Account(s).

2.3.2. You hereby consent and authorize SkySlope and SkySlope Client to have all such rights and access as set forth in Section 2.4 below, including but not limited to the right to verify your eligibility to use the Site or any Service, including but not limited to any required Multiple Listing Service ("MLS") or Realtor® association membership(s). When You provide Your membership or National REALTOR® Database System number to access Services, You authorize SkySlope to provide that information to required third-parties, such as SkySlope Client or any Third-Party Resource. We will transmit Your information to the required third-parties, such as SkySlope Client and applicable Third-Party Resource 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 Third-Party Resource for SkySlope's access to Your use of the 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.

2.3.3. You agree to indemnify and hold SkySlope harmless, and expressly release SkySlope, from any and all liability arising from Your use of, and/or connection to any Third-Party Resource(s).

2.4. SkySlope Client Access. Your use of the Site and Services may be provided in connection with a SkySlope Client. 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), as noted in Section 2.3.2 above.

3. License Grant. We grant You a non-transferrable, non-exclusive right to access and use the Services, pursuant to a Client Contract, 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. No right to sub-license or sub-let is granted under these Terms.

4. Use of Services.

4.1. 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. Certain features of the Services, including Ayce are intended solely for use by individuals who are currently licensed real estate agents or brokers in good standing under applicable law. 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 these Terms 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.

4.2. 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. In addition to these Terms, the [E-Sign Consumer Disclosure Notice and Consent notice](#) (“Notice”) shall also govern your use of DigiSign and is incorporated herein. In the event of any conflict between these Terms and the Notice, the Notice shall take precedence with regards to the specific conflict.

4.3. 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.

4.4. Artificial Intelligence. You hereby acknowledge and agree that you and/or SkySlope, through the Services and on your behalf, and / or through the Services or through other means on SkySlope's behalf, may use Artificial Intelligence ("AI") or may utilize a third-party vendor to use AI ("AI Use") on your behalf. AI Use includes any input to the Services or input you provide to SkySlope ("Input"), and receiving output from the Services or from your interaction(s) with SkySlope, based on the Input ("Output"). Input and Output are collectively "AI Content." You are responsible for AI Content, including ensuring that it does not violate any applicable law, these Terms and the Privacy Policy and/or your Compliance Obligations.

Due to the nature of SkySlope's Services and AI generally, Output may not be unique and other users may receive similar output from the Services or from your interactions with SkySlope, which SkySlope is hereby permitted to sublicense to other users.

Additionally, SkySlope is hereby permitted to use and sublicense AI Content for the following purposes: (1) to train AI; (2) to provide, maintain, develop and improve the Services; (3) to interact directly with you; (4) to comply with applicable law; and (5) to enforce SkySlope Terms, policies and to keep the Services safe.

AI and machine learning are rapidly evolving fields of study. SkySlope is constantly working to improve the Services and make the Services more accurate, reliable, safe and beneficial. Given the probabilistic nature of AI, use of the Services may, in some situations, result in Output that does not accurately reflect real people, places or facts.

Without limiting the foregoing, Ayce is provided for general informational and educational purposes only and does not provide legal, regulatory, brokerage, financial, or other professional advice.

4.4.1 You understand and agree:

- Output may not always be accurate. You should not rely on Output from the Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case(s), including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical or other important decisions about them.
- Your AI Use and AI Content from the Services may provide incomplete, incorrect, or offensive Output that does not represent SkySlope's views. If Output references any third-party products or services, including but not limited to Third-Party Resources (collectively "third-party"), it does not mean the third-party endorses or is affiliated with SkySlope or that SkySlope endorses or is affiliated with such third-party.
- The Services AI is trained on particular sets of dates, which despite SkySlope's intentions, may be biased and cause Output to reflect bias.
- You are responsible for all decisions made, advice given, actions taken, and failures to take action based on your use of the Output, and SkySlope shall have no liability for such decisions, advice, actions, or failures to act.

4.4.2 Artificial Intelligence Disclaimer of Warranties and Limitation of Liabilities. IN ADDITION TO THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 10 AND 11, SKYSLOPE DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE AI OR THE AI CONTENT (THE "AI SERVICES"). SKYSLOPE DOES NOT REPRESENT OR WARRANT THAT: (a) THE AI SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED; (b) THE AI SERVICES WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE; (c) ANY DATA PROVIDED BY SKYSLOPE OR THROUGH THE AI

SERVICES (INCLUDING THE AI CONTENT OR ANY THIRD PARTY CONTENT) WILL BE ACCURATE OR COMPLETE OR FIT FOR ANY PURPOSE OR USE THAT YOU PLAN TO MAKE OF THE SAME; OR (d) SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO YOUR CONTENT OR YOUR DEVICES OR THE AI CONTENT OR ANY THIRD PARTY TECHNOLOGY USED IN CONNECTION WITH THE AI OR THE SERVICES. NEITHER SKYSLOPE NOR ANY OF ITS AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS, SHALL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH ANY: (a) DATA MADE AVAILABLE TO YOU OR THROUGH YOUR, SKYSLOPE'S, OR ANY THIRD-PARTY VENDOR'S USE OF THE AI OR ANY RESULTS OR OUTPUT DERIVED FROM, BASED UPON, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ANY ACCESS TO, REVIEW, PROCESSING, DEPLOYMENT, IMPLEMENTATION OR OTHER USE OR EXPLOITATION OF THE DATA MADE AVAILABLE TO YOU THROUGH SUCH USE; OR (b) DISPUTE YOU MAY HAVE WITH ANY THIRD PARTY PERSON OR ENTITY ARISING FROM OR IN CONNECTION WITH THE AI OR ANY DATA OR OUTPUTS. ALL SUCH DISPUTES ARE BETWEEN YOU AND ANY SUCH THIRD PARTIES. ACCORDINGLY, YOU HEREBY IRREVOCABLY RELEASE SKYSLOPE FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, INCLUDING BUT NOT LIMITED TO ANY SUMS SKYSLOPE EXPENDS TO INVESTIGATE AND DEFEND ITSELF AGAINST SUCH CLAIMS.

4.5. 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/>.

4.6. 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.

4.7. 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 in the SkySlope Platform, Custom Form, Third-Party Form, SkySlope Books or document without viewing the entire text ("Data Fill Feature"), You acknowledge that You should review all content in its entirety with all text and data revealed before

You send, use, or rely on the Data Fill Feature. You agree that SkySlope has no responsibility or liability whatsoever which might result from Your use of the Data Fill Feature.

4.8. 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.

4.8.1. 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 to SkySlope, 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.

4.8.2. 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 Association Terms of Use, located at <https://skyslope.com/association-terms-of-use/>, which are 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 Resource, 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.

4.8.2.1.1.1. 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.

4.8.2.1.1.2. 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 Resource and/or its licensors, as applicable.

4.8.3. 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.

4.8.4. 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.

4.8.5. 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 know 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.

4.9. SkySlope Books. SkySlope may provide a SkySlope Client and / or You with access to SkySlope Books, which may include the ability to connect Your Financial Data through a Third-Party Financial Processor.

4.9.1. Set-up / Commission Information. SkySlope Books will include commission information, which will be provided by You to SkySlope and uploaded into the SkySlope Platform (“Commission Information”). You represent and warrant that You have reviewed all Commission Information and are responsible for the accuracy and use of such Commission Information, including but not limited to Your use of any automated calculations that may be provided by SkySlope using such Commission Information.

4.9.2. Third-Party Financial Processors / Third-Party Financial Processor Account(s). SkySlope Books enables You to connect a Third-Party Financial Processor Account to store, access, retrieve and utilize Your Financial Data.

4.9.2.1. SkySlope Books allows Third-Party Financial Processor Account(s) with the following Third-Party Financial Processors: (1) Payload; (2) Persona; (3) Plaid; and (4) Authorize.net. You must comply with the Third-Party Resource Access outlined in Section 2.3 above, which includes acceptance and compliance with any Additional Third-Party Terms, including but not limited to (1) Payload [PAYMENT PROCESSING AGREEMENT FOR SUB-MERCHANTS](#), [PAYLOAD USER AGREEMENT and TERMS](#), and [PRIVACY POLICY](#); (2) Plaid [TERMS](#) and [PRIVACY POLICY](#); (3) Persona [PRIVACY POLICY](#); and (4) Authorize.net [TERMS](#) and [PRIVACY POLICY](#), including all updates and changes. All of Your Financial Data, including funds held or accessed in a Third-Party Financial Processor Account(s) are held by such financial institution(s) as outlined in such Additional Third-Party Terms. You understand and acknowledge that You will access certain Third-Party Financial Processor Account(s) through SkySlope Books only, and certain Third-Party Financial Processor Account notifications will be sent through SkySlope Books, not such Third-Party Financial Processor.

4.9.2.2. You acknowledge that (i) Third-Party Financial Processors may make changes to their websites, services and / or Additional Third-Party Terms, with or without notice to You, that may affect the overall performance of SkySlope Books and prevent or delay access to or usage of Your Financial Data within SkySlope Books; and (ii) SkySlope makes no guarantees related to the currentness, accuracy or reliability of Your Financial Data or Your Third-Party Financial Processor Account(s) utilized or available in the Services, so Your most recent transactions may not always be reflected in Your Financial Data within SkySlope Books. Prior to making any transactions or decisions based on Your Financial Data presented in SkySlope Books, You should confirm the accuracy of Your Financial Data with Your financial institution(s).

4.9.3. Personal Information. In addition to the requirements in Section 6 below, if You are providing PII, as defined in Section 6.1 below, to Us or within the Services that is not personal to You (“Personal Information”), You agree that You have either provided notice or received permission from the subject of the Personal Information and have the appropriate legal basis, as required by applicable law, for Us to: (a) use, store, process, and/or disclose the Personal Information in accordance with the functionality of SkySlope Books and these Terms; and (b) provide the Personal Information to Third-Party Resource(s) that You approve.

4.9.4. Additional Features. SkySlope Books may include additional functionality, including the ability for You to create certain reports with the Services, including but not limited to: financial reports; operational reports; accounting reports, and tax reports (collectively “Reports”). SkySlope makes no representations as to the accuracy or appropriateness of the Reports. 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 Reports for any purpose, whether or not known or disclosed to SkySlope. You must use Your own independent professional judgment as to the appropriateness of the Reports. The Reports do not constitute legal, real estate, tax or financial advice, please consult an appropriate professional, such as an attorney or accountant.

4.9.5. Fees. Your use of SkySlope Books may result in additional Third-Party Financial Processor Fees. You are solely responsible for the payment of any additional fees in connection with Your use of the Third-Party Financial Processor(s) and / or Third-Party Financial Processor Account(s).

4.9.6. SkySlope's Role. While SkySlope Books allows You to store, access and utilize Your Financial Data through a Third-Party Financial Processor Account(s), SkySlope does not process Your Financial Data, and does not exercise control over, the availability or accuracy of Your Financial Data. SkySlope is not a party to Your Third-Party Financial Processor Account(s) and is not involved in issuing credit or determining eligibility for credit. SkySlope does not make any representation or verify that Your Financial Data is accurate; Your Third-Party Financial Processor Account is in good standing or that the Third-Party Financial Processor will authorize or approve any transaction(s) related to Your Financial Data or use of SkySlope Books.

4.10. Features. At any time, without notice, and at their sole discretion, SkySlope may introduce and / or discontinue any Service.

4.11. 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.

4.12. 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, Your Data and / or any content contained in the SkySlope Platform, 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:

4.12.1. Standalone Users: we reserve the right to delete accounts and/or stored (including by not limited to completed Third-Party and Custom Forms) documents within accounts that have not been accessed for a period of fourteen (14) months.

4.12.2. 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.

- 4.13. 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, including but not limited to Third-Party Resource(s). 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 or Third-Party Resource from the Site or Services, You do so at Your own risk and understand Additional Third-Party Terms may apply. You expressly release, waive, relieve and hold harmless SkySlope from any and all liability arising from Your use of any Third-Party Resource, 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 Third-Party Resource(s), advertisers or other third parties.
- 4.14. No Professional Advice.** SkySlope and its Site and Services do not provide legal, financial, accounting, tax, real estate or other professional services or advice. Consult the services of a competent professional when You need this type of assistance.
- 4.15. Compliance Obligations and Responsibilities.** You acknowledge that you are aware of and agree to abide by all of your compliance obligations, including but not limited to these Terms, all applicable domestic, international, federal, state, local, province, or territory laws, acts, rules and regulations (including but not limited to all applicable licensing requirements, real estate transaction laws, RESPA, Fair Housing, Can-Spam, TCPA, Bank Secrecy Act / Anti-Money Laundering and all laws, regulations, restrictions and rules involving privacy and applicable export controls), third-party contractual requirements, Additional Third-Party Terms, rules, and policies (including but not limited to any applicable multiple listing service), and industry standards / code of ethics obligations (collectively “Compliance Obligations”). These Compliance Obligations also prohibit you from using the 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 your Compliance Obligations, 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. SkySlope makes no representations or warranties that the Services meet Your needs and SkySlope shall not be responsible for, and You are solely responsible for understanding Your Compliance Obligations and determining if the Services meet all applicable Compliance Obligations. As a condition of use, You promise not to use the Services for any purpose that is prohibited under these Terms or any other Compliance Obligation. Furthermore, You also understand and acknowledge that Your use of the Services may require additional obligations and disclosures to end users / consumers. You are responsible for all of your activity in connection with the Services and the activity of any employee, agent or authorized user, and ensuring all Compliance Obligations are met. If You are unsure whether your use of the Services comply with applicable Compliance Obligations, please consult an appropriate professional, such as an attorney or accountant.
- 4.16. 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; © 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 Site or Services in any way that is fraudulent, violates your Compliance Obligations and /or is not expressly provided for by these Terms. You will use the Site and Services only in compliance with: (i) these Terms; (ii) Your Client Contract, if applicable; and (iii) Your Compliance Obligation.

5. Proprietary Rights.

5.1. Data Generated, Created or Provided by You.

5.1.1. **Your Data.** Any and all materials, data, content and information that You provide, make available or have someone provide on your behalf to SkySlope or any Third-Party Resource to use in connection with the Site or Services is "Your Data". Your Data may include, but is not limited to: data, documents, photographs, text, images, audio, video, AI Content, contracts, Commission Information, general ledgers, any data fill fields or blank fields that You populate in the Site or Services and any content provided in Custom Forms, Third-Party Forms, Breeze, SkySlope Offers, SkySlope Books, and /or Your Financial Data (collectively, "Your Data"). The term "Your Data" does not include the Site and/or 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 agree and warrant that Your Data does not contain viruses, worms, spyware, adware, or other potentially damaging programs or files; that Your Data is not known by you to be false, inaccurate, or misleading; and that Your Data and / or the use / uploading of Your Data to the Site and Services, does not violate any law, or the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person, these Terms and Privacy Policy and / or your Compliance Obligations. 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.

5.1.2. **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, train AI and transmit Your Data to provide the Services pursuant to and in accordance with these Terms. 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 any Third-Party Resource(s). 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, 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 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 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. 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.

5.2. 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.

6. Privacy and Confidential Information.

6.1. Personal Identifiable 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), as amended, and any other applicable data privacy 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.

6.2. 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.

6.3. 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.

7. Fees and Payment Terms. You shall pay all fees specified in the applicable Client Contract (“Fees”), if applicable. Except as otherwise specified in this Agreement: (i) Fees are quoted and payable pursuant to the Client Contract; (ii) Fees and 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; (iv) You are solely responsible for the payment of any additional fees in connection with Your use of the Third-Party Financial Processor(s) and / or Third-Party Financial Processor Account(s) and (iv) all Fees must be paid in U.S. Dollars.

8. Term and Termination.

8.1. 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 Client Contract or when You cease access and use of the Services.

8.2. 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. 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.

8.3. 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 and (e) for any Services being performed by Third-Party Financial Processors, all Services initiated prior to termination will be processed. 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.

9. ARBITRATION / CLASS ACTION WAIVER. READ THIS “ARBITRATION AGREEMENT” CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. For example, if we elect to require you to arbitrate any claim, You will not have the right to a jury trial or the right to participate in a class action in court or in arbitration.

Binding arbitration lets an independent third party resolve a Claim without using the court system, judges, or juries. Either you or we may require the submission of a Claim to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

Neither you nor we will be entitled to:

- Join, consolidate, or combine Claims by or against others in any arbitration; or
- Include in any arbitration any Claims as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

9.1. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW. If You do not reject this Arbitration Agreement and a Claim is arbitrated, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

- 9.2.** This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to the Terms between You and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. If a claim is arbitrated, each party waives its, his or her respective rights to a trial before a jury in connection with the Claim. It can be a quicker and simpler way to resolve disputes. As solely used in this Arbitration Agreement, the terms “we,” “us” and “our” mean “us” as defined above, our parent companies, wholly or majority owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods or services in connection with the Terms, if such third party is named as a party by You in any lawsuit between You and us.
- 9.3. Your Right to Reject Arbitration.** You may reject this Agreement by mailing a rejection notice to 825 K Street, 2nd Floor, Sacramento, CA 95814, Attn. Terms Arbitration Rejection, within 30 days after You agree to these Terms. Any rejection notice must include Your name, address and telephone number; the date You agreed to the Terms that Your rejection notice applies to; and Your signature. Your rejection notice will apply only the Terms and Privacy Policy, but will not affect any term of any other policy or contract between You and us (including without limitation any prior or subsequent agreement), nor will it change your obligation to arbitrate claims or matters covered by any prior or subsequent agreement to arbitrate, including each agreement to arbitrate that arises pursuant to the Terms of Use on the Company’s website which is not the subject of a valid rejection notice.
- 9.4. What Claims Are Covered.** “Claim” means any claim, dispute or controversy between You and us, whether preexisting, present or future, that in any way arises from or relates to the Terms, Your use of the Services, Your Account, any transaction in Your Account, the events leading up to the Terms (for example, any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), communications between You and us and the manner of communicating, any product or service provided by us or third parties in connection with the Terms, the collection of amounts due and the manner of collection, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations (including but not limited to the TCPA or TSR or applicable state laws related to automated calling, texting or other delivery of telemarketing messages to contact them using the Services), or the relationships resulting from any of the foregoing. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief. However, “Claim” does not include: (i) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below, subparts 9.13.1 and 9.13.2 of the section 9.13 set forth below titled “Rules of Interpretation” and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of the Terms as a whole are for the arbitrator and not a court to decide; (ii) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration and without waiver of rights under this Arbitration Agreement) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; (iii) the exercising of any self-help or non-judicial remedies by You or us; (iv) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; or (v) any individual action brought by you against us in small claims court or your state’s equivalent court, if any. But if that action is transferred, removed or appealed to a different court, we then have the right to choose arbitration.
- 9.5. Electing Arbitration; Starting an Arbitration Proceeding.** Either You or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by

papers filed in the lawsuit, such as a motion to compel arbitration. Each of the arbitration administrators listed below has specific rules for starting an arbitration proceeding. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if You assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, You will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, You assert a counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, You or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

- 9.6. Choosing the Administrator.** The party starting the arbitration proceeding must choose one of the following arbitration organizations as the Administrator: the American Arbitration Association (the “AAA”), 120 Broadway, Floor 21, New York, N.Y 10271, www.adr.org., or JAMS, 1920 Main St. Ste. 300, Irvine, CA 92614, www.jamsadr.com. You may contact these organizations directly if You have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). A single arbitrator shall be appointed. If for any reason the Administrator selected is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, we and you will mutually agree upon an Administrator or arbitrator or a court with jurisdiction will appoint the Administrator or arbitrator (or arbitrators, in the case of a three-arbitrator panel provided for in Section 9.12, below). No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in section 9.7 of this Arbitration Agreement. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience or a retired judge. Arbitration of a Claim must comply with this Arbitration Agreement and, to the extent not inconsistent or in conflict with this Arbitration Agreement, the applicable rules of the arbitration Administrator.
- 9.7. Class Action Waiver.** Notwithstanding any other provision of the Terms, if either You or we elect to arbitrate a Claim, neither You nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that we will not have the right to compel arbitration of any claim brought by such an agency).
- 9.8. Location of Arbitration.** Any arbitration hearing that You attend must take place at a location reasonably convenient to Your residence.
- 9.9. Cost of Arbitration.** Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. At Your written request, we will pay all filing, hearing and/or other fees charged by the Administrator and arbitrator to You for Claim(s) asserted by You in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the Administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the Administrator’s rules or that we are required to pay for this Arbitration Agreement to be enforced. With respect to Claim(s) asserted by you in an individual

arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Agreement to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or the arbitrator or for our attorneys' fees and costs unless (1) the arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), and (2) this power does not make this Arbitration Agreement invalid. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

- 9.10. Governing Law.** The Terms evidence a transaction involving interstate commerce and, therefore, this Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"), and not by any state arbitration law. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. The arbitrator will have the authority to hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment. All parties (the AAA/JAMS, the arbitrators, you and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the Claim with the AAA or JAMS. This provision will be liberally construed to ensure the enforcement of this Arbitration Agreement. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Terms, the Administrator's rules or applicable law.
- 9.11. Right to Discovery.** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.
- 9.12. Arbitration Result and Right of Appeal.** Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except in a dispute between the same parties, in which case it could be used to preclude the same claim from being re-arbitrated. If the amount of the Claim exceeds \$25,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. (If an appeal is not filed within that time period, the arbitration award shall become final and binding). The panel shall reconsider de novo (anew) any aspect of the initial award requested by the appealing party. This means that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (g) above, captioned "Cost of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.
- 9.13. Rules of Interpretation.** This Arbitration Agreement shall survive the termination, cancellation or suspension of the Terms, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the Terms, on the other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement

is deemed invalid or unenforceable, it shall not invalidate the Terms Policy or the remaining portions of this Arbitration Agreement, except that:

9.13.1. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

9.13.2. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

9.14. Notice of Claim; Right to Resolve; Special Payment. Prior to initiating, joining or participating in any judicial or arbitration proceeding regarding any Claim, the Claimant (the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding) shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and loan or account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (i) You submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide the relief You request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award You at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which You may be entitled under this Arbitration Agreement or applicable law). We encourage You to address all Claims You have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims You have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this Section.

10. 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, SKYSLOPE OFFERS, SKYSLOPE BOOKS 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, SKYSLOPE OFFERS, SKYSLOPE BOOKS 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, SKYSLOPE OFFERS, SKYSLOPE BOOKS 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, SKYSLOPE PLATFORM, SKYSLOPE FORMS, SKYSLOPE OFFERS, SKYSLOPE BOOKS 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 FORMS, SKYSLOPE PLATFORM, SKYSLOPE OFFERS, SKYSLOPE BOOKS 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, SKYSLOPE OFFERS, SKYSLOPE BOOKS AND/OR SKYSLOPE SOFTWARE. SKYSLOPE MAKES NO WARRANTIES THAT YOUR USE OF THE SITE, SERVICES, API FEATURE SET, SKYSLOPE PLATFORM, SKYSLOPE FORMS, SKYSLOPE OFFERS, SKYSLOPE BOOKS 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, SKYSLOPE OFFERS, SKYSLOPE BOOKS AND/OR SKYSLOPE SOFTWARE OR ANY PART THEREOF, WITH OR WITHOUT NOTICE.

11. 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:

11.1. 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

11.2. 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, SKYSLOPE OFFERS, SKYSLOPE BOOKS AND/OR SKYSLOPE SOFTWARE IN ANY EVENT EXCEED ONE HUNDRED DOLLARS (\$100.00) IN THE AGGREGATE.

11.3. 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.

12. 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, SkySlope Offers, SkySlope Books or SkySlope Software; (b) Your submissions, posts or transmissions through the Services, including without limitation, Your Data, including but not limited to the processing,

accuracy and handling of Your Data; (c) Your breach or other violation of any of these Terms, Compliance Obligations, Client Contract, Additional Third-Party Terms 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; (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, transmissions and/or processing of Your Data, 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. The foregoing obligations of indemnity, defense and hold harmless shall apply whether Your acts or omissions were intentional, negligent or reckless.

13. Disputes.

13.1. 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 and pursuant to the Arbitration Agreement.

13.2. 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.

14. Miscellaneous Provisions.

14.1. 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.

14.2. 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.

14.3. 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 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.

14.4. Entire Agreement and Severability. These Terms 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 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. 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 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 or the application of the provision to the other parties or other circumstances.

- 14.5. Relationship of the Parties.** These Terms do not constitute and shall not be construed as constituting a partnership, agency or joint venture between any of the parties. These Terms 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.
- 14.6. Headings and Interpretation.** The use in these Terms 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 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, and not to any particular article, clause, paragraph section, subparagraph or subsection contained in these Terms. All references to articles, clauses, paragraphs, sections, subparagraphs, and subsections will mean the articles, clauses, paragraphs, sections, subparagraphs and subsections contained in these Terms, except as otherwise expressly provided in these Terms. The title of and the article, section and paragraph headings contained in these Terms are for convenience of reference only and will not affect or govern the interpretation of any of the provisions contained in these Terms. 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, 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 require interpretation, the body or entity interpreting or construing these Terms 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, whether express or intended.
- 14.7. Changes to Terms.** 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.