

THE PARTIES TO THIS AGREEMENT

This Agreement is between you and AFrameSoftware, L.L.C. ("Company"). Thank you for purchasing a subscription (a "Subscription") to have access to and use of one or more products or services offered by the Company (each, an "Application"). This Subscriber Agreement (this "Agreement") governs your Subscription(s) and your receipt of, access to and use of the relevant Application.

BINDING AGREEMENT

You are entering into, and agree to be bound by the terms of, this Agreement (i) by clicking the "I Agree" button below (or similar button), or (ii) by downloading, installing, accessing, or using the Application or any part of it, or, where the Application consists of services, by accepting any performance or results of such services or (iii) for those Applications as to which it is stated that this Agreement applies to, governs or is a requirement of access to or receipt or use of the Application or any of its features or benefits, by your submitting, agreeing to, or making or authorizing a payment for, an order for the Application or any of its features or benefits. Unless context requires otherwise, references in the terms of this Subscriber Agreement document to "this Agreement" will be construed to mean and include the terms of this Subscriber Agreement document (including any policies, rules and other requirements that are expressly incorporated into or otherwise made binding by such terms, and any relevant Supplemental Terms), all applicable Supplier Rules, and all Amendments. Please understand that this Agreement is a legally binding agreement between you (either an individual or legal entity) and Company, and it contains important rights, duties and restrictions. If you do not agree to all of the terms in this Agreement and all of the terms incorporated by reference herein via referenced documents, website terms, URL links or otherwise, you should not click the "I Agree" button (or similar button) below, you should not download, install, access, or use the Application or any part of it, or accept any performance or results of services, and you should promptly contact Company for instructions with respect to receiving a refund of any amounts that you have paid to purchase the Subscription. **You will be provided with a refund only if you contact Company within thirty (30) days following the date on which your Subscription begins.**

If an Application is offered or provided subject to additional rules, conditions, agreements, policies, guidelines or requirements specific to the Application or otherwise required as a condition to your Subscription to that Application ("Supplemental Terms"), then you agree that your access to, use of or receipt of benefits from the Application is subject to, and you hereby agree to comply with, (i) any such Supplemental Terms (which terms, if not included via a hypertext link in, or as an addendum to or part of, this Agreement, typically will be notified to you at the time you submit, accept, or make or authorize a payment for, your order), and (ii) consistent with Section 16 below, any changes to or updating of such Supplemental Terms. In the event of any conflicts or inconsistencies between any applicable Supplemental Terms and the other terms of this Subscriber Agreement document, the Supplemental Terms will control.

1. SUBSCRIPTIONS.

Term: The Application is available only through the purchase of a Subscription. (If no fee is charged for the Application at the time of your subscription, then such purchase is your consenting to this Agreement insofar as it is offered by Company for your acceptance regarding such Application.) Your Subscription shall commence immediately upon Company's acceptance of your order to purchase that Subscription, which may precede the date on which you begin using the Application. The initial term of your Subscription (the "Initial Term") shall be as agreed upon by you and Company during registration and reflected in the invoice or other statement transmitted or otherwise sent to you, or posted for your review or reference, to confirm your order ("Invoice"), but in no event shall be less than thirty (30) days in length.

Automatic Renewal.: Upon completion of the Initial Term, your Subscription will renew automatically on a month-to-month basis (each, a "Renewal Month") unless you provide Company with notice of termination at least thirty (30) days prior to the end of the Initial Term. Any such notice must be provided to Company by speaking with a Company customer service representative or contacting a Company customer service representative at support@AFrameSoftware.com ("Company Service Email"). If you provide Company with the appropriate termination notice prior to the end of the Initial Term, your Subscription shall continue only until the end of the Initial Term, and you shall be liable only for those fees, taxes and other charges assessed by Company under, or otherwise due under, this Agreement in connection with your Subscription (collectively, "Subscription Fees") that accrue prior to such date. After the Initial Term, you may terminate your Subscription as of the end of any Renewal Month by speaking with a Company customer service or by emailing the Company Service Email.

Billing Information: For purposes of billing, identification, and future communications, you must provide Company with all information requested by Company at the time you submit your Subscription order. Without limitation, you must provide your full legal name, address, telephone number(s), email address, and applicable payment data (e.g., a credit card number and expiration date). Further, you must promptly provide Company with all updates necessary to keep such information accurate, current, and complete. The privacy policy/statement at <http://www.aframesoftware.com/privacy.pdf> (the "Privacy Statement") governs Company's collection and use of your personal information.

Subscription Fees: You agree to pay all Subscription Fees. Subscription Fees will be as published by Company from time to time or otherwise quoted to you in writing (electronically or otherwise). Subscription Fees will be reflected in the Invoice provided to you or will otherwise be quoted or documented to you by Company. Subscription Fees are subject to change by Company from time to time in its sole discretion. Company may establish or change Subscription Fees for Renewal Months by specifying such fees via one or more of the Subscriber Notification Methods in advance of the applicable Renewal Month. The "Subscriber Notification Methods" include (i) a posting to any of the websites (or their successor site(s)) located at www.AFrameSoftware.com, www.AFrameOnline.com, (ii) the posting of a notice on or in the relevant Application itself or any of its reports or output, (iii) the sending of an email message to you (at the last known email address we have on file for you), or (iv) any other reasonable method of notifying you, either orally or in writing (electronic or otherwise). All Subscription Fees will be billed to the credit card that you designate during registration (or such other credit card as you may designate from time to time). All monthly, annual, or other periodic Subscription Fees are due

and will be billed automatically to your credit card at the start of each such period (or in accordance with such other billing cycles as Company may adopt). For Renewal Months, the monthly Subscription Fees are due and will be billed to your credit card each month on the date that corresponds with the anniversary date of your Subscription (or in accordance with such other billing cycles as Company may adopt). Subscription Fees regarding an Application shall become nonrefundable thirty (30) days following order-registration for that Application. At Company's discretion, past due Subscription Fees are subject to a late-payment service charge at the rate of 1.5% per month, or the maximum permitted by law, whichever is less. You shall be responsible for all expenses (including, without limitation, reasonable attorneys' fees) incurred by Company in connection with the collection of any past due Subscription Fees. You are responsible for, and agree to reimburse Company for any payment by it of, any and all taxes of any kind or nature (including, without limitation, value-added, sales, use, excise, license, services and like taxes), and all penalties, interest or other assessments relating thereto, arising from this Agreement (excepting taxes based on Company's income).

You hereby authorize Company to debit your credit card for any and all amounts owed by you hereunder, and you will keep such credit card as you register with Company for this purpose in effect and in good standing and with available open credit sufficient to cover any such amounts arising under this Agreement. If for any reason the credit card that Company has on file for you becomes, in Company's understanding or judgment, cancelled, invalid, insufficient, non-authorized, frozen, unavailable, unreliable or for any reason unusable or ineffective for prompt payment to Company, then you will immediately provide Company with a replacement credit card and related information; all authorizations hereunder will apply to any such replacement credit card(s). In addition, if Company requests that you provide a back-up credit card, then you will immediately provide Company with a back-up credit card and related information; all authorizations hereunder will apply to any such back-up credit card(s) and Company may debit the primary or any back-up credit card in its discretion, to the extent necessary to satisfy such amounts as are then due from you under this Agreement. You authorize Company, its Affiliates, contractors and service providers to have access to, use, store and communicate your credit card information, contact information and all other data identifying or pertaining to you but only insofar as is reasonably related to the performance, enforcement or administration of this Agreement or your account or provision or administration of any Application; Company will comply (and require its relevant Affiliates, contractors and service providers to comply) with the applicable terms of the Privacy Statement regarding such information/data. Company reserves the right to invoice, bill or otherwise request or demand payment from you in any other lawful method, in which case you will make payment of such invoice, bill or other demand or request as soon as possible but in no event later than within ten (10) business days after your receipt of same. You are responsible for and shall immediately reimburse us for (if we have paid same) all chargebacks, penalties and other related charges, assessments and costs asserted by any credit card company, bank, payment processor or other organization involved in the payment process ("CC Assessments") unless the sole cause of the CC Assessment was Company's breach of this Agreement or violation of applicable law.

2. USER NAMES AND PASSWORDS.

To the extent access to and use of an Application is by way of Internet, Web, online or similar connection (as contrasted with access/use You obtain by download or other delivery of software for installation on Your computer), You will be required to choose (or, at Company's discretion, you will be assigned) a user name and password for the Application. You are solely responsible for maintaining the confidentiality and security of your user name and password, and for all activities that occur under your user name and password. You must notify Company immediately if you become aware of any unauthorized use of your user name or password, or if you become aware of any other breach of security regarding the Application. Company will not be liable for any loss or damage that you may incur as a result of someone else using your user name or password, either with or without your knowledge, and you agree to indemnify and hold harmless Company from and against any and all losses it may suffer as a result of such unauthorized use. Company is entitled to assume that anyone who provides your user name and password is you or is acting as your agent or otherwise on your behalf and with your full consent. You authorize Company to deal openly and fully with any person who provides your user name and password, and to do so as to all your Subscriptions. In the event an assistant's license, team license or other arrangement involving multiple user name-password sets, and/or multiple persons having access to Applications you have Subscribed for, is granted, agreed to or acquiesced in by Company, you will be responsible for the security, safekeeping, management and control of such account(s), all such user name-password sets, the relevant Application and other Company Items and all receipt of, access to and use of same; and the above terms of this Section 2 shall be construed to apply in full in such circumstances to any and all such accounts, user name-password sets and multiple-person use.

3. INTERNET ACCESS; SYSTEM REQUIREMENTS.

Use of the Application, or certain parts thereof, may require access to the Internet. Additionally, use of the Application, or certain parts thereof, may require particular equipment, software, data access and/or telecommunications services, and Company may change those requirements from time to time in its sole discretion and without prior notice. You are solely responsible for obtaining, configuring, maintaining, and paying all fees, taxes, expenses and other charges related to, any equipment, software, data access and/or telecommunications services necessary for you to access the Internet and/or make use of the Application.

4. APPLICATION LICENSE.

License Grant: During the term of your Subscription, and subject to all terms and conditions of this Agreement (including, without limitation, any applicable Supplemental Terms), Company hereby grants you a personal, limited, revocable, nonexclusive, non-sublicensable, nontransferable license to do the following, but only for your own internal purposes (for example, not for re-sale, shared use, distributed use, service bureau use, framing or posting to, or using on or in, another's website or other media, etc.) and only in a manner consistent with (i) the User Documentation provided by Company and relating to the Application ("User Documentation"), (ii) options clearly permitted by Company's provision of templates or other presentation of the Application, (iii) any applicable Supplier Rules and (iv) other

express authorizations, limitations and instructions by Company: (a) download, install, and use on your personal computing device (or on multiple computing devices insofar as use on multiple computing devices is possible without breaching this Agreement and is not otherwise prohibited) any and all software components of the Application that Company makes available to you for downloading over the Internet; (b) install and use on your personal computing device (or on multiple computing devices insofar as use on multiple computing devices is possible without breaching this Agreement and is not otherwise prohibited) any and all software components of the Application that Company provides to you on physical media; (c) access and use any and all components of the Application that Company makes available to you directly through the Internet using your authorized username and password; (d) make use of any and all services components of the Application; and (e) make use of any and all data, software, tools, diagrams, materials, pictures, text, products, services, features, Special Content and other information or Content representing components of, or made available by Company through or in connection with, the Application (“Included Content”) that are made accessible for your use. All rights not expressly granted are reserved.

Limitations: Except as expressly permitted above in this Section 4, you may not receive, access, use or reproduce the whole or any part of the Application, any Included Content, the User Documentation, any Modifications or any Copies (the “Company Items”). You may not: (a) sell, sublicense, rent, lend, lease, timeshare, publicly display or perform, commercialize, or transfer any of the Company Items in whole or in part, or otherwise make any of the Company Items in whole or in part available to any third party; (b) use, on a re-seller, service bureau, shared-use or distributed-use basis, any of the Company Items in whole or in part for the benefit of any third party; (c) modify, translate, or create derivative works of any of the Company Items in whole or in part; (d) reverse assemble, reverse compile, or reverse engineer any of the Company Items in whole or in part; (e) alter or modify any disabling, monitoring, tracking or data-capture mechanism that may be resident in any of the any of the Company Items; (f) remove, alter, or obscure any copyright notice or other proprietary notice or legend that is on or in any of the Company Items; (g) use any part of any of the Company Items to transmit or facilitate the creation or transmission of email messages in violation of applicable laws or otherwise in excess of one thousand (1,000) bulk or marketing email messages per day; or (h) receive, access or use any part of any of the Company Items for fraudulent purposes, in violation of any laws, regulations or rights of others, in any way that undermines, interferes with or otherwise harms or threatens others, others’ activities or any of the Company Items or their integrity, security, operability or stability, to harass others, or in violation of this Agreement or the User Documentation (as any of them may be modified from time to time). You agree to comply with all applicable laws and regulations pertaining to your receipt of, access to or use of any of the Company Items. Export of any of the Company Items, or of any access to or use of any of them, is not permitted.

5. OWNERSHIP; CONFIDENTIALITY.

The Application and other Company Items are being licensed to you, not sold. Except for the limited license granted in Section 4 above (or elsewhere expressly in this Agreement), the Company and its licensors own and retain all right, title, and interest in and to the Application in whole and in part, all Included Content, all Modifications, the User Documentation, all copies of any of the foregoing

("Copies") and all intellectual, industrial, and proprietary rights in or relating to any of the foregoing (including, without limitation, all copyrights, patent rights, trademark rights, and trade secret rights). You will keep confidential, take reasonable steps to safeguard, not sell, transfer or distribute, not disclose to or share with others, not make or permit any unauthorized use of, and at all times act reasonably to preserve the security of, the Application and all other Company Items. You acknowledge that a breach of this Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. In addition to any other remedies which may be available under this Agreement or at law or in equity, you agree that Company will be entitled to preliminary and permanent injunctive relief to enjoin and otherwise address any actual, threatened or contemplated breach of this Agreement, without having to prove irreparable harm or post any bond, and shall also have the right to have all obligations, covenants and other provisions of this Agreement specifically performed. To the extent deemed by Company necessary, useful or desirable to comply with or respond to laws, regulations, subpoenas, lawsuits, claims, governmental investigations or any related proceedings, to address actual or suspected violations of laws or regulations, or to legally or informally defend, prosecute or enforce any lawsuit, arbitration, legal or quasi-legal proceeding, right or interest, Company shall be free in its discretion and without notice to use and disclose any information or Content in its possession or control.

6. RESPONSIBILITY FOR USE; USER CONTENT.

Responsibilities: You are solely responsible for your use of the Application, any Included Content, any Modifications, the User Documentation and any Copies, including, without limitation, any such use by way of your user name and password (collectively, "Productive Use"), and for all consequences or results of such use. You are also solely responsible for your use of any Content that is input, stored, transmitted or otherwise introduced by way of such Productive Use, including, without limitation, any such use by way of your user name and password, and all consequences and results of such use. As used in this Agreement, "Content" means documents, files, images, sound samples, files or media, video samples, files or media, data, software, utilities, features, tools, diagrams, pictures, text, links, information, and other content or materials. As used in this Agreement, "User Content" means any Content created by or belonging to you, or obtained by you from or provided to you (directly, via the Application or otherwise) by a third party, and that you publish, distribute, allow, post, upload, link to, frame, display, transmit or make use of in connection with Productive Use of the Application. You hereby promise, represent and warrant to Company that any User Content, and also your use of same, will not: (a) infringe upon or otherwise violate any laws or regulations, nor any intellectual or industrial property rights (including, without limitation, copyrights, patent rights, trademark rights, and trade secret rights), contract rights or any other rights (such as the rights of privacy and publicity) of any third party; (b) contain or constitute any software viruses, trojan horses, worms, time bombs, other similar harmful or deleterious programming routines, or other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any equipment, software, or telecommunications services; (c) contain or constitute any unlawful, harassing, abusive, harmful, threatening, profane, defamatory, obscene or otherwise objectionable or offensive content, characteristics or materials; or (d) violate any applicable laws.

Storage: You may store User Content on Company's servers for use with the Application, and Company will use commercially reasonable efforts to backup such User Content periodically. However, you acknowledge and agree that Company has no responsibility or liability for any deletion, destruction, corruption, or other loss of User Content. Company may, from time to time, set limits on the amount of disk or storage space allotted to you for the Application on Company's servers, including the storage of User Content. Further, Company may charge storage fees for storing and/or backing-up User Content or for otherwise exceeding your storage limits. You will be notified of any exceeding of such limits and of any storage fees that apply (or any changes to either) via one or more of the Subscriber Notification Methods.

License: You agree that Company (including its Affiliates, contractors and service providers), subject to any specific restrictions expressly provided for herein, shall have the right to make any and all use of (or to refrain from using) any User Content, or other Content you or your suppliers provide in connection with the Application or this Agreement, insofar as is necessary, incidental or useful to Company's performing or administering this Agreement, exercising its rights hereunder or providing, maintaining, supporting, promoting or otherwise managing the Application (the "Content License"). The Content License, without limiting the foregoing, shall be construed to permit Company to copy, store, display, distribute, make derivatives of, adapt, abridge, add to, modify and otherwise use all such Content as long as undertaken in exercise of the rights granted in the foregoing sentence, and to do so by way of any and all media, means and technology (whether or not now known or invented) as it wishes. The Content License is worldwide, perpetual, irrevocable and royalty-free.

7. TECHNICAL SUPPORT.

Company will, to the extent commercially reasonable, attempt to assist you with accessing and using the Application ("Technical Support"). Company will provide you with Technical Support via telephone, facsimile, or email. Technical Support staff is available between the hours of 8:00 AM and 5:00 PM, Central Time, Monday through Friday excluding Company holidays and reasonable periods of downtime. However, Technical Support response times may vary depending upon the nature of the support requested and the quantity of other support requests. Company may modify its Technical Support policies and procedures (including, without limitation, availability dates and times and communication methods) from time to time in its sole discretion and without notice. For further information regarding Technical Support, please visit the www.AFrameOnline.com website. You shall not be entitled to any abatement in Subscription Fees for any failures of or delays in Technical Support service or response times nor for any modifications of Technical Support policies or procedures.

8. MAINTENANCE.

Company will use commercially reasonable efforts to promptly repair faults in the Application that materially degrade its functionality or performance, or that cause it to be inaccessible to subscribers for unreasonable periods of time; provided, however, that such obligations are conditioned on Company being able to reproduce and confirm such faults and Your notifying Company, in writing and through

one or more of the Subscriber Notification Methods, of any such fault within thirty (30) days after You discover or otherwise learn of it. Company may also perform other maintenance on the Application from time to time in its sole discretion. You shall not be entitled to any abatement in Subscription Fees for any Application faults or downtime.

9. MODIFICATIONS.

Company may upgrade, enhance, change, suspend, discontinue, or otherwise modify any functions, features, aspects or components of the Application, its presentation, the manner in which it is delivered, accessed or made available, how it is used or operated, any Included Content and the User Documentation (collectively, "Modifications") at any time in its sole discretion and without notice. Any Modifications made available to you will be subject to the terms of this Agreement relating to the Application. If required by the Company, You must promptly replace the version of any Application or component thereof You have installed on Your computer (and delete from your computer and otherwise destroy all copies of same) with any such Modification that the Company issues as a replacement version and specifies is required to be used in place of one or more such prior versions. You shall not be entitled to any abatement in Subscription Fees for reasons relating to Modifications, any lack thereof or any failure or delay in providing same. Company reserves the right in its sole discretion to separately price and charge for Modifications.

10. SUSPENSION; TERMINATION.

If Company believes, in its sole discretion, that you have breached, violated or otherwise failed to comply with any term or condition in this Agreement, Company may (a) suspend your receipt of, access to and use of the Application or any other Company Item, until such time as Company believes, in its sole discretion, that you have cured such violation or that a violation did not occur, or (b) terminate your Subscription(s) immediately and without notice, or do so after a period of suspension if the problem has not been satisfactorily cured or otherwise satisfactorily addressed during that period. During any such period of suspension, and also in the event of any such termination, you shall not be entitled to a refund or abatement of any Subscription Fees. Company may also terminate your Subscription(s) for any reason or for no reason upon thirty (30) days prior notice via one or more of the Subscriber Notification Methods, in which event you shall receive a prorated refund of any prepaid, periodic Subscription Fees (such proration to be calculated using the date on which the Subscription terminated). Company also reserves the right to terminate, suspend or otherwise limit your receipt of, access to or use of the Application or any other Company Item, with or without notice, if in its sole discretion it determines doing so is or could be necessary, useful, prudent or helpful in connection to responding to, investigating, redressing, dealing with or otherwise addressing any actual, alleged, suspected or reasonably possible violation of law, harassment or incitement of others, mischief, breach of this Agreement, infringement of rights (of Company or others), breach of obligations to others or like circumstances. In the event of any such suspension or termination, except insofar as the Company has exempted You in writing, You must immediately delete from your computer, and otherwise destroy all copies of, any Application or component thereof You have installed on Your computer, and, in the case

of a termination, otherwise comply with the “Effects Upon Termination” section of this Agreement, below.

Co-Branded Products: Without limiting Company’s rights pursuant to the foregoing paragraph of this Section 10, if your Subscription includes co-branded products (as defined in the applicable co-branding agreement between Company and a firm for whom you work or by whom you have been retained as an agent, broker, contractor or franchisee) or any other Company products or services incorporating trademarks or other intellectual property of a brokerage or other third party (collectively “Co-Branded Products”), Company may, and you hereby agree that Company shall be entitled to, suspend or terminate your receipt of, access to and use of such Co-Branded Products (or the co-branded portions or areas thereof) and/or transition you to generic versions of those Co-Branded Products at Company’s sole discretion and without any prior notice to you.

Specially-Arranged Subscriptions: Without limiting Company’s rights pursuant to the foregoing paragraphs of this Section 10, if your Subscription for Company products or services was offered pursuant to a separate promotional agreement or other arrangement between Company and a firm for whom you work or by whom you have been retained as an agent, broker, contractor or franchisee (a “Specially-Arranged Subscription”), and if your association with such firm subsequently ceases or materially changes, then (a) such Subscription may be terminated by Company in its discretion or, alternatively, and also in Company’s discretion, (b) Company may transition you to its then standard Subscription terms. In this latter case, however (i.e., alternative “b”), you will be entitled to terminate your Subscription if you notify Company of your decision to do so within thirty (30) days after such transition occurs (such termination to be effective at the end of such 30-day period). In either case of termination provided for in this paragraph (either by Company or by you), you will be entitled to receive a prorated refund of any prepaid Subscription Fees pertaining to the then un-used balance of your Specially-Arranged Subscription.

Your Right to Terminate for Company Breach: You may terminate your Subscription by written notice to Company if Company materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from you describing the breach in reasonable detail and specifying what steps you believe would sufficiently cure such breach. Any such notice not complying in full with the preceding sentence may be treated by Company as invalid and of no effect. Company will not be bound by or required to perform all or any of the steps you so specify as sufficient cure, your specification of such steps being acknowledged as only your suggestions only; however, cure will be deemed effected should Company substantially perform such steps. If you terminate your Subscription due to a material breach by Company, you shall be entitled to a prorated refund of any prepaid, periodic Subscription Fees (such proration to be calculated using the date on which the Subscription terminated).

Effects Upon Termination: Upon any expiration or termination of a Subscription, (a) this Agreement shall automatically and immediately terminate regarding that Subscription, (b) you will no longer be allowed to receive, access and use the relevant Application or other Company Items, (c) you must remove all copies of the Application and other Company Items, and any components thereof, from your personal computing device(s) and other relevant devices and destroy any and all related media and

documentation, (d) you shall remain liable for all Subscription Fees that have accrued but remain unpaid as of the date of such expiration or termination, and (e) Sections 1 (the Subscription Fees part), 5, 10, 11, 12, 13, 14, 15 and 17 of this Agreement, including, without limitation, any express indemnification provision hereof, shall survive and remain in full force and effect in perpetuity, as shall any other terms hereof which, by their nature, should survive termination. Ninety (90) days following any expiration or termination of your Subscription, Company may, without notice, delete any or all User Content that may remain stored on any Company servers or other storage media.

Application Disabling Mechanism: YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION AND OTHER COMPANY ITEMS MAY HAVE A MECHANISM WHEREBY COMPANY CAN LIMIT OR DISABLE YOUR RECEIPT OF, ACCESS TO OR USE OF SAME. YOU AGREE THAT COMPANY MAY USE SUCH MECHANISM UPON, OR TO AID IN OR EFFECT, ANY EXPIRATION, SUSPENSION OR TERMINATION OF YOUR SUBSCRIPTION, OR IF COMPANY SUSPENDS, TERMINATES OR LIMITS YOUR RECEIPT OF, ACCESS TO OR USE OF ANY APPLICATION OR OTHER COMPANY ITEM (INCLUDING, WITHOUT LIMITATION, A CO-BRANDED PRODUCT, OR ANY CO-BRANDED PORTIONS OR AREAS OF YOUR SUBSCRIPTION OR ANY COMPANY ITEM PROVIDED UNDER A SPECIALLY-ARRANGED SUBSCRIPTION) AS PERMITTED IN THIS AGREEMENT.

11. NO REPRESENTATIONS OR WARRANTIES.

AS USED IN THIS AGREEMENT, THE "SUBJECT MATTER" MEANS THE APPLICATION, ANY INCLUDED CONTENT, THE SUBSCRIPTION, ANY ASSOCIATED USER DOCUMENTATION, ALL MODIFICATIONS, ALL SERVICES PROVIDED OR OFFERED (OR NOT PROVIDED OR OFFERED) UNDER OR IN CONNECTION WITH THIS AGREEMENT, ALL ACTS AND OMISSIONS UNDERTAKEN (OR NOT UNDERTAKEN) UNDER OR IN CONNECTION WITH ANY OF THE FOREGOING, AND ANY PART OF OR ITEM RELATING TO ANY OF THE FOREGOING. THE SUBJECT MATTER, IS PROVIDED STRICTLY ON AN "AS AVAILABLE," "AS IS" BASIS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND COMMITMENTS OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF OR OTHER COMMITMENTS AS TO NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATIONS ON AND EXCLUSIONS OF LIABILITY.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE OR SAVINGS, LOST DATA OR CONTENT, LOSS OF OR DAMAGE TO BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE SUBJECT MATTER, ANY BREACH OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT OR ITS PERFORMANCE (INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE OR BENEFIT FROM THE APPLICATION OR ANY OTHER SUBJECT MATTER). IN ANY CASE, COMPANY'S ENTIRE LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATING TO ANY OF THE SUBJECT MATTER SHALL BE LIMITED, IN THE AGGREGATE AND REGARDLESS OF THE NUMBER OR TIMING OF CLAIMS ASSERTED, TO

THE GREATER OF \$2,000 OR THE TOTAL FEES RECEIVED BY COMPANY HEREUNDER FOR THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH A CLAIM IS FIRST FILED OR ASSERTED AGAINST COMPANY. IN THE EVENT A CLAIM IS FIRST FILED OR ASSERTED BEFORE TWELVE CALENDAR MONTHS HAVE ELAPSED UNDER THIS AGREEMENT, THEN SUCH MAXIMUM LIABILITY AMOUNT SHALL BE THE GREATER OF \$2,000 OR THE TOTAL FEES RECEIVED BY COMPANY HEREUNDER FOR THE PERIOD ENDING WITH THE DATE OF SUCH FILING OR ASSERTION. THE TERMS OF THIS SECTION 12 SHALL APPLY WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKLIHOOD OF THE LOSS, INJURY, DAMAGE OR LIABILITY SUFFERED OR EXCLUDED, AND REGARDLESS OF THE THEORY OF RELIEF ASSERTED (E.G., WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR BY STATUTE, OR OTHERWISE) AND WHETHER OR NOT ANY REMEDY OFFERED OR PERFORMED BY COMPANY IS ALLEGED OR HELD TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ANY ACTION AGAINST COMPANY FOR RELIEF OF ANY KIND MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE. THE TERMS OF THIS SECTION 12 REPRESENT IMPORTANT AGREED AND BARGAINED-FOR UNDERSTANDINGS OF THE PARTIES AND COMPANY'S COMPENSATION HEREUNDER REFLECTS SUCH TERMS.

13. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless Company from and against any and all allegations, demands, claims, actions, lawsuits, liabilities, losses, damages, fines, penalties, judgments, settlements, awards, costs, and other expenses of any kind (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of, resulting from, or in connection with any of the Subject Matter, your breach of this Agreement, or your use (or misuse) of the Application or any other Subject Matter. It shall at all times remain Company's right to itself defend and settle any claims, actions or proceedings that are subject to indemnification hereunder (although it will not settle any such claim or action without your consent, which in no event shall be unreasonably withheld, delayed or conditioned) and receive reimbursement for the costs thereof pursuant to this Section 13.

14. THIRD PARTIES.

14.1 Extension of Certain Provisions to the Benefit of Suppliers, Others.

The disclaimers and protections of Section 11, the limitations on liability, exclusions of liability and protections of Section 12 and the indemnification rights and protections of Section 13 are hereby specifically deemed made by (in the case of disclaimers), and extended to and for the benefit and protection of, each Designated Third Party with respect to any Content (including, without limitation, Special Content or other Included Content), software, technology, facility, service or other item referenced further below in this paragraph, and each has the right to enforce such provisions directly against you, although Company reserves the right in its sole discretion to enforce, or decline to enforce, such provisions on behalf of such third parties with or without the third party's consent. "Designated Third Party" means: (I) any direct or indirect supplier, licensor, vendor, contractor, service provider, parent organization, subsidiary or Affiliate of Company (including their respective successors and assigns) that directly or indirectly provides any Content (including, without limitation, Special Content or

other Included Content), software, technology, facility, service or other item that is in any way (a) received in connection with or as a part of, accessed through or used in connection with or by way of the Application or any other Company Item or (b) used as a part of, or in connection with providing, maintaining or supporting, the Application or any other Company Item or any access to same, but excepting any such third parties Company might specifically exclude as a Designated Third Parties; and (II) all Affiliates of Company and all directors, officers, employees, agents and representatives of Company or of any such Affiliate (including their respective successors and assigns). An "Affiliate" of Company or of any other person shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company or other person specified. The term "person" shall be read broadly and may include a corporation, partnership, limited liability company, trust, consortium, association, company or organization, or a human individual. You also agree that your sole recourse (unless expressly waived by Company in a signed writing dedicated to that purpose) as to any allegation regarding the Application or other Subject Matter, regarding the quality, features, functionality or performance of same, regarding any negligence or violation of law relating to any of the foregoing, regarding the marketing, distribution, maintenance, support or providing of any of the foregoing or regarding this Agreement is exclusively a claim against Company and no other person, and any other person named in any claim by you that runs contrary to this provision shall have the right to enforce such provision directly against you, as shall Company itself.

14.2 Understandings As To Certain Third-Party Content.

You acknowledge and agree that certain Content (e.g., data from MLS associations or boards of which you are a member) may be accessible through or in connection with the Application or another Company Item by way of a pre-arrangement by Company and a third party ("Special Content"), and with respect to any such Special Content you acknowledge and agree: (i) that your access to, processing of or other use of any Special Content by way of the Application or another Company Item is subject to (and you hereby agree to comply with) such rules, conditions, agreements, policies, guidelines and requirements as the supplier thereof ("Supplier") issues or requires ("Supplier Rules"); (ii) that Supplier Rules may be changed by the Supplier and that you will comply with any such changed Supplier Rules; (iii) that if Company is informed by a Supplier that you are not a subscriber to its Special Content who is in good standing, or are otherwise restricted by the Supplier from accessing, processing or otherwise using same, then Company may immediately suspend and/or terminate this Agreement and/or your receipt of, access to and/or use of the Application, any other Company Item or the Special Content; (iv) that you will not disclose or make available to any third party any data, content, technology, materials or services of a Supplier if the Supplier requires its consent for such disclosure or availability and such consent has not been given and is not in effect; (v) that Company is not an agent for any supplier, and cannot bind the Supplier contractually, waive rights of the Supplier or otherwise act on behalf of the Supplier, and that Supplier in no way endorses or has any responsibility to you hereunder regarding the Application, any other Company Item or any Content (including, without limitation, the Special Content) as may be made available to you through the Application or any other Company Item; (vi) that Supplier and not you or Company owns the Special Content procured from Supplier, and all rights therein, and that you and Company obtain no proprietary rights therein; (vii) that you will use the Special Content

only as you are permitted to under this Agreement and under any other relevant agreements or obligations to which you are subject; (viii) that if your use of Special Content requires you to be a member or subscriber to Supplier's organization (or an associated organization) you represent that you are and at all relevant times will remain a member or subscriber in good standing; (ix) that the Special Content is valuable property of Supplier and will be treated by you as subject to the terms of Section 5 of this Agreement (in the same manner as if the Special Content was the Application, per the terms of Section 5); and (x) that your right to continued use of the Application and any other Company Item will automatically terminate, without notice, if you breach the terms of this Section in respect of the Special Content; and (xi) that Company makes no guarantee or commitment that any Content provided through third-party arrangements will be continuously provided or remain available, will be available when desired, or will meet your particular needs or purposes.

14.3 Certain Information Services.

In the event the Application now or hereafter includes features or functionality whereby access to, use of or benefits of governmentally owned, operated, overseen, managed or administered information databases, products or services are made available through such features or functionality (e.g., a feature that would permit certain benefits of the U.S. "Do Not Call" list, relating to certain telemarketing practices), you agree that Company may act on your behalf (including as your agent) in connection with making such features and functionality available and administering them and, as required or appropriately requested, list you with, and/or provide your name and other identifying information to, any owner, operator, overseer, manager or administrator of such information databases, products or services as a user, beneficiary, enrollee or the like. You may cancel this authorization on ten (10) days notice by speaking with a Company customer service representative by dialing the Customer Service Line.

14.4 No Third Party Beneficiaries.

Except as expressly specified in this Agreement, there are no third party beneficiaries of this Agreement.

15. U.S. GOVERNMENT RESTRICTED RIGHTS.

The Application and any related User Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (a) through (d) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, and in similar clauses in the NASA FAR Supplement, as applicable. Manufacturer is the Company (whose address is as listed above in this Agreement).

16. MODIFICATIONS TO AGREEMENT.

Company may modify this Agreement ("Amendment") from time to time by notifying you, via one or more of the Subscriber Notification Methods, of any such modifications comprising the Amendment (each, a "Modification Notice"); it is your obligation to timely check for such notifications. Unless

accepted by you sooner, each Amendment shall be effective thirty (30) days after you are notified of it, but if the Amendment changes in any material and adverse way your rights, duties or risks regarding your Subscription and you do not wish to be subject to the Amendment, then you may terminate your Subscription (effective at the end of the 30-Day Review Period, defined below) and receive a prorated refund of any prepaid, periodic Subscription Fees relating to your Subscription (such proration to be calculated using the date on which the Subscription terminates). However, you must notify the Company within thirty (30) days after the Modification Notice was posted, sent or otherwise issued by Company (the "30-Day Review Period") and you must so notify the Company by speaking with a Company customer service representative, by dialing the Customer Service Line; otherwise, you will be deemed to have agreed to the Amendment. If the Amendment itself specifies other methods of agreeing to the terms of the Amendment, then you will also be deemed to have agreed to the Amendment if you avail yourself of one or more such other methods. If you otherwise agree to the Amendment by words or other affirmative conduct indicating your assent, then in that case too you will be deemed to have accepted the Amendment. To the extent an Amendment changes only notification details or steps, administrative matters, the Privacy Statement, agreement modification processes, other procedural matters or steps, or other like matters then the Amendment shall not be considered as introducing modifications that change in any material and adverse way your rights, duties or risks regarding your Subscription. A notification that does not expressly state (or bear a caption indicating) that the Agreement is being modified or amended will not be construed as a modification or Amendment of this Agreement. No alleged addition to or modification of this Agreement that is not effected in accordance with the express terms of this Agreement, or is not set forth in a writing expressly purporting to amend this Agreement and formally signed by an officer of the Company, will be binding on or effective against Company in any manner or degree whatsoever, including, without limitation, any such additions or modifications asserted based on grounds such as course of dealing, usage of trade, or otherwise, and this applies notwithstanding any specific correspondence or other communications that may occur hereafter.

17. MISCELLANEOUS TERMS.

As used in this Agreement, the phrase "in writing" shall be construed broadly and shall include, without limitation, email communications, web site postings and other forms of electronic communication whereby words and letters are visibly perceptible and amenable to print-out, storage or other forms of digital, electronic or hard-copy storage, retention or capture. This Agreement constitutes the entire understanding and agreement between Company and you with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, promises, inducements, offers, representations and other communications with respect to the subject matter hereof, all of which are merged herein. This Agreement and each of the parties' rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, USA, as applied to agreements entered into and wholly performed within Texas between Texas residents, and any action or proceeding arising from or relating to this Agreement or its subject matter that is brought by either party hereto may be brought or maintained only in courts located in Dallas County, Texas, and their applicable courts of appeal, and the parties hereby submit to the personal jurisdiction of such courts for

purposes of any such action or proceeding. THIS AGREEMENT SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions of this Agreement or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision cured of any such invalidity, illegality or enforceability, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as herein set forth. Any failure by Company to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. Company shall not be responsible for any delays, errors, failures to perform, interruptions, or disruptions in the Application or any other Company Item caused by any acts of God, strikes, unavailability of labor, parts or resources, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, storm, power failure, or failures of the Internet or any other cause outside of Company's reasonable control. Any notices from Company under this Agreement that are sent via one or more of the Subscriber Notification Methods shall be deemed given, received and effective five (5) days after the date such notice is sent, posted or otherwise issued. In any action to enforce this Agreement, to the extent Company prevails in such action, you agree to reimburse Company for its costs, fees (including, without limitation, reasonable attorneys' and experts fees and costs) and expenses incurred in preparing, prosecuting and recovering on such action. You agree that all of the protections and rights of Company provided for in this Agreement may, in Company's discretion, be shared with, assigned to or otherwise permitted to inure to the benefit of one or more of Company's Affiliates. This Agreement is binding on each party hereto and on each of its permitted successors, assigns and legal representatives. Neither this Agreement nor any rights, duties, claims or causes of action provided for in, or arising under or from the performance (or non-performance) of, this Agreement may be assigned or otherwise transferred by you without the prior written consent of Company; any action or transaction to the contrary is void. Nothing in this Agreement or relating to its performance (or non-performance) or any rights or duties provided for herein shall be deemed or construed to create a joint venture, partnership, agency (unless clearly and expressly provided in this Agreement to the contrary), fiduciary or trustee relationship between the parties for any purpose. You shall not use in any third-party communications, on any website or in any publicity of any kind the actual or similar name and/or trademarks of Company or its Affiliates except with, and subject to the terms of, the express written permission of Company in each case.