

# Online Terms of Service

These Online Terms of Service, along with the terms set forth during Customer's online checkout process (collectively, "**Agreement**"), govern the access and use of software provided by Redely, Inc. ("**Redely**," "**we**," "**our**," or "**us**") to you and/or any entity that you represent ("**Customer**"). Redely has developed a proprietary real estate management software tool ("Software") that Redely hosts and makes available to its customers.

Redely IS WILLING TO PROVIDE CUSTOMER WITH USE AND ACCESS TO THE SOFTWARE (1) SOLELY ON THE TERMS IN THIS AGREEMENT, AND (2) ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THIS AGREEMENT.

BY PURCHASING ACCESS TO OUR SOFTWARE OR OTHERWISE USING THE SOFTWARE, CUSTOMER (A) ACCEPTS THIS AGREEMENT AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS.

IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, Redely WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND CUSTOMER MUST NOT ACCESS OR USE THE SOFTWARE.

## ARBITRATION NOTICE: CLASS WAIVER: WAIVER OF TRIAL BY JURY.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION. CUSTOMER UNDERSTANDS AND AGREES THAT ALL DISPUTES BETWEEN CUSTOMER AND Redely WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND CUSTOMER HEREBY

## WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS - WIDE ARBITRATION.

**1. Definitions.** “**Software**” includes all upgrades, updates, improvements, enhancements, bug fixes, and other changes and modifications to the Software if and as any of the foregoing may be made available by Redely in its discretion, together with any Documentation (defined below). Redely reserves the right, in its sole discretion, to enhance, improve, update, upgrade, and otherwise modify the Software at any time. “**Documentation**” means all manuals, user guides, and documentation related to the Software that Redely may make available. “**Services**” means collectively, the Software, access to and hosting of the Software, Support Services (defined below), Professional Services (defined below), and Documentation that Redely may provide to Customer.

**2. License Grant.** Subject to Customer’s compliance with this Agreement, Redely grants to Customer a nonexclusive, nontransferable, nonassignable, nonsublicensable, revocable, limited license to access and use the Software solely for Customer’s internal business purposes and subject to the license limits and applicable term based on Customer’s purchase (“**Permitted Use**”). This license includes the right to use and make a reasonable number of copies of the Documentation for Authorized Users (defined below) solely for the Permitted Use.

**3. Access; Authorized Users.** Customer will limit access to the Software to Customer’s employees and contractors who have a legitimate business need to use the Software for purposes of their work for Customer and who are bound by use restrictions and confidentiality obligations no less restrictive than those contained in this Agreement (“**Authorized Users**”). Authorized Users may not be third party contractors who are, or are employed by, direct or indirect competitors of Redely. Customer will ensure each Authorized User is informed of and agrees to any end user terms contained in or on the Software, if applicable, prior to using the Software. If any provision of those end user terms conflicts or is inconsistent with any provision of this Agreement, then, as between Redely and Customer, this Agreement will control. Customer is responsible for all access to and use of the Software by Authorized Users, any other persons whom it permits to access or use the Software and any other use of Customer’s account or log-in credentials. Customer is responsible for maintaining the confidentiality of all usernames, passwords, and other log-in credentials used to access or use the Software. Customer will promptly notify Redely of any misuse or unauthorized use of log-in credentials or other unauthorized access to or use of the Software of which Customer becomes aware.

**4. Use Restrictions.** Customer will not, and Customer will ensure that all persons permitted to access or use the Services (including all Authorized Users) do not:

**A.** Access or use the Services for purposes other than the Permitted Use, use the Services for unlawful purposes or in a manner that violates any law or regulation, or commit fraud or falsify information in connection with any use of the Services;

**B.** Copy, reproduce, sell, license, rent, distribute, disseminate, or publish the Services or any part thereof;

**C.** Reconfigure, reverse-engineer, disassemble, decompile, translate, manipulate, adapt, discover the source code of, prepare any derivative works of, update, combine with other databases, computer code, or software, or otherwise modify the Software or any part thereof;

**D.** Obscure, remove, or alter any proprietary or intellectual property markings, designations, or notices in or on the Services;

**E.** Use the Services in combination with any products or services not provided by Redely;

**F.** Develop, assist in developing, or have developed on behalf of Customer or any other person software, technology, or services that compete with or are substantially similar to the Software or otherwise access, use, or analyze the Software for any purpose that is to Redely's detriment or commercial disadvantage;

**G.** Use the Services in a manner that infringes, violates, or misappropriates Redely's or any third party's rights, including patent, copyright, trademark, trade secret, other intellectual property rights, or privacy rights;

**H.** Allow any access to or use of the Services other than by Authorized Users through the use of their respective then-valid log-in credentials, bypass or breach any security device or protection used by the Services, allow the Services to be accessed using computer terminals, devices, or other hardware located outside of Customer-operated premises or outside of the United States; or

**I.** Input, upload, transmit, or otherwise provide to or through the Services any information or material that contains viruses, worms, Trojan horses, logic bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines, including those designed to or

that reasonably may disable, impair, damage, interfere with, surreptitiously intercept, expropriate, permit unauthorized access to, or otherwise harm or impede the Services or any computers, hardware, software, systems, data, or networks.

**5. Professional Services.** Redely will perform any implementation, setup, onboarding, training, consulting, or other professional services as may be agreed by the parties in writing, if any (“**Professional Services**”).

**6. Support Services.** Redely will provide support services for the Software only if and as agreed by the parties in writing (“**Support Services**”). Redely has no obligation to provide Support Services. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Redely is not obligated to provide any Support Services with respect to any of Customer’s computers, other hardware, operating systems, information technology infrastructure, databases, web browsers, websites, internet, or wireless networks, nor for any software not licensed by Customer directly from Redely (collectively, “**Customer Systems**”).

**7. Customer Obligations.** It is solely Customer’s responsibility to provide, set up, maintain, and operate Customer Systems as necessary to access and use the Services, whether Customer Systems are operated directly by Customer or through the use of third parties sourced or engaged by Customer. Customer will provide all cooperation and resources as Redely may reasonably request to enable Redely to perform its obligations and exercise its rights under this Agreement. Redely is not responsible for any delay or failure of performance to the extent caused by Customer’s delay in performing or failure to perform any Customer obligations under this Agreement.

**8. Fees; Expenses.** Customer will pay Redely the standard then-current fees charged by Redely for access to the Services (“Fees”). Fees are exclusive of any applicable sales taxes and similar charges, which are solely the responsibility of Customer. Any upfront Fees are due at the time of ordering. Recurring Fees will be charged either monthly or annually, depending on Customer’s selection at the time of ordering. All Fees are nonrefundable. Any amounts not paid when due will bear late charges equal to the rate of 3.0% per month or the maximum rate permitted by applicable law, whichever is lower.

**9. Term; Termination.**

**A. Term.** Term. This Agreement becomes effective upon Customer’s purchase of or access to the Software and continues for either monthly or annual periods, as selected by Customer at the time of

ordering, unless terminated earlier in accordance with this Agreement. Customer's subscription term will automatically renew for monthly or annual periods, depending on Customer's selection at the time of ordering, at the standard then-current fees unless (1) Customer provides notice to Redely of an intent not to renew at least thirty (30) days prior to the expiration of the then-current term, or (2) Redely provides notice at any time to Customer of an intent not to renew.

**B. Termination.** Redely may immediately terminate this Agreement upon written notice to Customer (1) if Customer materially breaches this Agreement, (2) if Customer ceases to conduct business in the normal course, becomes insolvent, admits in writing its inability to meet its debts as they mature, makes an assignment for the benefit of creditors, commences any bankruptcy proceedings, or has commenced against it any bankruptcy proceedings that are not dismissed within sixty (60) days, or (3) for any other reason in Redely's sole discretion. Upon any termination by Redely under this subsection, Customer will promptly pay Redely all outstanding Fees due under this Agreement, which is in addition to and not in lieu of any other rights and remedies available at law or in equity.

**C. Obligations upon Termination.** Upon any termination of this Agreement, (i) Redely may immediately terminate access to and use of the Services, (ii) Customer will and will direct all Authorized Users to immediately cease all access to and use of the Services, (iii) Customer will immediately pay any amounts outstanding under this Agreement, (iv) Customer will promptly destroy or return all Redely Confidential Information in accordance with Section 14, and will ensure all Authorized Users do the same, and (v) Customer will certify in writing to Redely its compliance with this subsection.

**D. Survival.** The definitions of all defined terms and Sections 4, 8, 9(C)–(D), 10–12(A), and 14–29 survive any termination or expiration of this Agreement.

## **10. Intellectual Property.**

**A.** Redely and its suppliers and licensors, as applicable, are and will remain the exclusive owners of all right, title, and interest in and to the Services, and all ideas, concepts, know-how, methodologies, and techniques related to the same, including all patent, copyright, trademark, trade secret, and other intellectual property rights in or to the same, whether owned or developed by or on behalf of Redely or its suppliers or licensors prior to or during the term of this Agreement, and including all modifications, enhancements, improvements, and derivative works of any of the foregoing, regardless of when created or by whom.

**B.** Redely will be free to use any general knowledge, experience, skills, ideas, concepts, know-how, and techniques that are retained in the memory of Redely' personnel in connection with this Agreement or the Services.

**C.** Redely is the exclusive owner of and Customer hereby irrevocably assigns to Redely at no cost all right, title, and interest (including all intellectual property rights) in and to all feedback, suggestions, enhancements, recommendations, and other comments (collectively, "**Feedback**") pertaining to the Services as may be provided by Customer, Authorized Users, or Customer's employees or contractors (collectively, "**Customer Parties**"), and Customer warrants that all such Feedback is not confidential to Customer Parties and that Customer Parties have the ability to provide the same to Redely. Customer understands that such Feedback may be used by or on behalf of Redely for any purpose but that Redely is not required to use any Feedback. Except as expressly stated in this Agreement, no licenses or other rights, express or implied, are granted by Redely to Customer under any patent, copyright, trademark, trade secret, or other intellectual property right of Redely and Redely retains all such rights.

**11. Use of Marks.** Customer will not, without Redely's prior written consent, use the names, logos, tradenames, trademarks, or service marks of Redely or Redely's affiliates or its licensors. Prohibited uses and disclosures include advertising and marketing materials, publications, sales presentations, press releases, and public announcements. Redely may identify Customer as a customer in its marketing materials, on its websites, and on its customer lists.

**12. Data and Security.**

**A. "Customer Data"** means all data that is entered into or transmitted using the Software by or on behalf of Customer or otherwise collected by Redely in the course of providing the Services, including any Personal Information (as defined below) and all data regarding access to or use of the Software (e.g., performance statistics and usage data), as well as all reports and materials generated by the Software containing, based on, or reflecting any of the foregoing. "**Personal Information**" means any information that can be used to identify the person to whom the information pertains. Customer, alone, is responsible for all Customer Data entered into or transmitted using the Software or otherwise provided to Redely via the Services and for the legality and appropriateness thereof, including confirming the lawful basis for any transfer to or processing of such Personal Information by Redely, including obtaining any lawful consents as required. Redely may use, copy, modify, adapt, create derivative works of, combine with other data and materials, distribute, display, publish, and commercially exploit in perpetuity throughout the world Customer Data (a) for purposes

of providing the Services, (b) for usage and other analytics for any purpose, including without limitation to provide, improve, and market the Software or Services, both internally and externally, and (c) in any manner for its business purposes, provided that Redely will not use Customer Data in a way that allows Customer, Authorized Users, or any individual user to be identified by a third party.

**B. Data Security.** Redely will use commercially reasonable administrative, organizational, and physical security measures to protect Personal Information from unauthorized access, disclosure, and use.

**13. Customer Materials.** If any Software, Services, or their provision contemplates or reasonably requires Customer to provide Customer Materials to Redely, Customer will provide Customer Materials to Redely in a timely manner or otherwise facilitate Redely's acquisition of such Customer Materials through either data feeds, APIs, or scraping technology. "**Customer Materials**" means any branding, content (including website builder software or white-labelled or co-branded mobile applications), catalog content, website content, logos, trademarks, tradenames, service marks, graphics, text, artwork, and any other materials as provided by Customer. Customer hereby grants to Redely a fully-paid, worldwide, transferable, sublicensable, nonexclusive license to use and adapt Customer Materials as necessary to provide the applicable Software and Services.

**14. Confidentiality.**

**A. Confidential Information.** "**Confidential Information**" means all information disclosed in connection with the Services or this Agreement by or on behalf of Redely to Customer or otherwise obtained by Customer, which may include without limitation marketing, advertising, distribution, and sales practices; information pertaining to Redely's or its affiliates' products or services; financial information; customer and vendor lists and information; strategies, tactics, and business plans; business models; policies, methods, and processes; technical specifications; software applications; computer code; technology; know-how; ideas; trade secrets; algorithms; data; and any information expressly identified in writing as confidential or proprietary. Confidential Information may be in any form and includes all copies of Confidential Information, as well as all parts of any notes, analyses, or other materials prepared by Customer that contain Redely's Confidential Information. Confidential Information is solely the property of Redely.

**B. Nonuse; Nondisclosure.** Customer may not use Redely's Confidential Information for any purpose except as expressly permitted by this Agreement. Customer may not disclose Redely's Confidential Information except to its employees, contractors, and professional advisors who have a

need to know for purposes of performing Customer's obligations or exercising Customer's rights under this Agreement, provided those persons are bound by confidentiality obligations as least as stringent as those contained in this Section. Customer will use the same measures to protect Redely's Confidential Information from unauthorized use and disclosure as it uses to protect its own most confidential information, but in no event less than a reasonable degree of care. Customer will be responsible for any breaches of this Section by its employees, contractors, Authorized Users, and professional advisors.

**C. Third-Party Requests.** If a third party requests that Customer disclose Redely's Confidential Information pursuant to a subpoena, summons, search warrant, governmental order, or other lawful process, Customer will notify Redely in writing promptly upon its receipt of the request, to the extent permitted by law, and will provide cooperation as Redely may reasonably request in resisting the release of the Confidential Information. If Customer remains obligated to release the Confidential Information, Customer may release the requested Confidential Information, provided it releases only the Confidential Information that Customer's legal counsel advises is required to be released to comply with the request and asks for assurance that confidential treatment will be afforded to the Confidential Information.

**D. Destruction or Return of Confidential Information.** Upon Redely's request at any time, Customer will promptly return or, at Redely's request, destroy, all of Redely's Confidential Information in its possession, custody, or control, including deleting or rendering unusable all electronic files and data that contain Redely's Confidential Information.

## **15. Warranties and Disclaimer.**

**A. Customer Warranties.** Customer warrants that (a) the Services will not be accessed or used in any manner not permitted by this Agreement, (b) Customer will perform its obligations and exercise its rights under this Agreement in compliance with all applicable laws and regulations (including any applicable export or import laws or regulations), (c) Customer has the full ability and legal right to provide Customer Data, including any Personal Information, and Feedback to Redely as contemplated by this Agreement, and (d) it has the authority to enter into this Agreement and perform its obligations under this Agreement and that no contractual obligation will interfere with its ability to satisfy its obligations under this Agreement.

**B. DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (1) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT



WARRANTIES OF ANY KIND, AND (2) Redely DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE, WITH REGARD TO THE SERVICES , INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY , FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE . REDELY DOES NOT WARRANT THAT THE SERVICES WILL BE FREE OF ERROR , VIRUSES, OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS WILL BE CORRECTED OR CORRECTABLE, NOR DOES Redely GUARANTEE THE QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. Redely HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY CUSTOMER DATA OR CUSTOMER COMMUNICATION. CUSTOMER ACKNOWLEDGES AND AGREES THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, WIRELESS NETWORKS, AND ELECTRONIC COMMUNICATIONS. Redely IS NOT RESPONSIBLE FOR ANY DELAYS, INACCURACIES, DELIVERY FAILURES, OR OTHER FAILURES, DAMAGES, OR LOSSES RESULTING FROM THOSE PROBLEMS OR ANY OTHER PROBLEMS OUTSIDE OF Redely' REASONABLE AND DIRECT CONTROL.

Redely MAKES NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES. IF CUSTOMER CHOOSES TO ACCESS OR USE THE SERVICES FROM LOCATIONS OTHER THAN THE UNITED STATES, CUSTOMER DOES SO AT ITS OWN RISK AND CUSTOMER IS RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS AND REGULATIONS. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM Redely OR IN ANY MANNER FROM THE SERVICES CREATES ANY WARRANTY.

## **16. Indemnification.**

**A. Indemnification by Redely.** Redely will indemnify, defend, and hold harmless Customer from and against all third-party claims, complaints, actions, lawsuits, demands, and proceedings (collectively, "**Claims**"), as well as any losses, liabilities, damages, judgments, fees, fines, penalties, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") finally awarded by a court of competent jurisdiction, in connection with a claim that the Services as provided by Redely and used by Customer as expressly permitted by this Agreement infringes, violates, or misappropriates a registered United States patent, copyright, trademark, or trade secret of that third party ("**IP Infringement Claim**").

**B. IP Infringement Claims.** Redely has no obligations with respect to any IP Infringement Claim to the extent the IP Infringement Claim arises from (1) use of the Services in a manner not expressly permitted by this Agreement, (2) modification or configuration of the Services by any person other than Redely, (3) use of the Services in combination with any software, hardware, or materials not provided or authorized in writing by Redely, (4) use of the Services for unlawful purposes, or (5) Redely' compliance with Customer's instructions. If an IP Infringement Claim arises or, in Redely' reasonable opinion, is likely to disrupt Customer's use of the Software, then Redely reserves the right (i) modify the infringing component(s) of the Software so as to make it noninfringing while maintaining similar functionality; (ii) secure for Customer the right to access and use the infringing component(s) of the Software; (iii) replace the Software with a compatible, functionally equivalent software; or, (iv) if Redely determines the foregoing options are not commercially reasonable, terminate the Agreement and provide Customer a pro rata refund of any prepaid but unused Fees paid for the infringing Software, provided Customer ceases all access to and use of the same. The obligations and rights stated in this Section are Redely' sole liability and Customer's sole remedy for IP Infringement Claims.

**C. Indemnification by Customer.** Customer will indemnify, defend, and hold harmless Redely, its affiliates, and its and their respective directors, officers, owners, employees, contractors, agents, suppliers, and licensors (together, "**Redely Parties**") from and against all Claims, as well as any Losses incurred as a result of those Claims, arising out of or in connection with: (1) any claim by a third party arising from the provision to or authorized use by Redely of any Customer Data or Feedback , (2) injury or death to persons or damage to tangible personal property caused by the negligence or willful misconduct of Customer Parties, (3) misuse of the Software, (4) use of the Software for unlawful purposes, (5) business decisions made by Customer whether or not based on information obtained through the Services, (6) modification or configuration of the Services by any person other than Redely, (7) use of the Services in combination with any software, hardware, or materials not provided by Redely, (8) Redely' compliance with Customer's instructions, or (9) violations of applicable law or regulation.

**D. Procedures.** Upon learning of any Claim or Loss, the party seeking indemnification will (i) notify the indemnifying party in writing, (ii) permit the indemnifying party to control the defense of the Claim at the indemnifying party's own expense, provided the indemnified party may participate with counsel of its own choice at its own expense, and (iii) provide reasonable assistance to the indemnifying party, at the indemnifying party's expense, in the defense of the Claim. However, any failure by the indemnified party to satisfy these obligations will not limit the indemnifying party's obligations except to the extent the indemnifying party suffers actual prejudice as a direct result of

that failure. The indemnifying party will not enter into any settlement agreement, consent to the entry of any judgment, or otherwise settle any Claim or Loss without the indemnified party's specific prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed. If the indemnifying party does not assume full control over the defense of a Claim, the indemnified party has the right to defend against the Claim in any manner it deems appropriate at the indemnifying party's expense.

**17. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL Redely BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY , PUNITIVE , OR CONSEQUENTIAL LOSS OR DAMAGE, NOR FOR ANY LOSS OF DATA, BUSINESS, OR REVENUE, NOR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF Redely HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE; AND (B) WITHOUT LIMITING (A), Redely' S MAXIMUM LIABILITY UNDER THIS AGREEMENT ARISING OUT OF ANY CLAIM WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00), EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE .

FOR CLARITY, NOTHING IN THIS SECTION ACTS TO CAP, LIMIT OR EXCLUDE ANY LIABILITY FOR ANY FEES DUE OR PAYABLE TO Redely BY CUSTOMER OR ANY INFRINGEMENT OF Redely' INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER OR ITS PERSONNEL.

**18. Audit; Suspension.** Upon reasonable prior written notice and in a manner that does not unreasonably disrupt Customer's day-to-day operations, Redely and its designated representatives may audit, examine, and make copies of data and other information in Customer's possession, custody, or control that relate to or concern Customer's compliance with this Agreement. If any audit reveals a material noncompliance with this Agreement, Customer will, within thirty (30) days after receiving an invoice for the same, reimburse Redely for all reasonable out-of-pocket expenses incurred in conducting the audit. Additionally, Redely may immediately suspend Customer's and any Authorized User's access to any Services if Redely reasonably suspects a material breach of this Agreement.

**19. Injunctive Relief.** Customer's breach of Sections 2, 3, 4, 10, 12 or 14, would cause irreparable harm to Redely and monetary damages would be insufficient to remedy that harm. Accordingly, in

the event of actual or threatened breach of any of those Sections, and notwithstanding anything to the contrary in Section 25, Redely will be entitled to injunctive relief in a court of competent jurisdiction, without the need to post bond, prove damages, or meet any similar requirement, as well as any other remedies available at law or at equity.

**20. Force Majeure.** Redely will not be liable for any failure or delay in performing any obligations under this Agreement due to circumstances beyond its reasonable control that prevent it from performing its obligations, including acts of God, actions of government, fires, floods, earthquakes, other acts of nature, strikes or other labor disputes, civil disturbances, terrorist threats or acts, explosions, national emergencies, and power, communications, satellite, and network outages or failures.

**21. Notices.** Except as may be otherwise provided, all notices, consents, and other communications permitted or required to be given under this Agreement must be in writing and addressed to the recipient's address as provided during the online checkout process or such other address as the recipient provides in accordance with this Section and will be deemed validly given upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or on the date the email is sent if via email, provided a hard copy is also provided.

**22. Relationship of the Parties.** Redely is an independent contractor of Customer. This Agreement does not create any employment, agency, partnership, or joint venture relationship between the parties. Neither party has any authority to contract for or bind the other in any manner or make any representation or commitment on behalf of the other party.

**23. Assignment.** Customer may not assign this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without Redely' prior written consent. Any attempted assignment by Customer in violation of this Section will be void. Redely may assign this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without obtaining Customer's consent. This Agreement is binding upon and inures to the benefit of the parties' respective successors and permitted assigns.

**24. Governing Law.** This Agreement is governed by the laws of the state of Illinois, without regard for its conflict of law principles. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act or any version thereof adopted by any state

in any form does not apply to this Agreement. Venue is exclusively in the state or federal courts, as applicable, located in Cook County, Illinois, with respect to any dispute arising under this Agreement, and the parties expressly agree to such exclusive jurisdiction and venue and waive any claims or arguments as to an inconvenient forum.

**25. Dispute Resolution; Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.**

**A. Good Faith Negotiations.** Each party will, prior to initiating a legal proceeding under this Agreement, consult with the other party regarding any dispute, claim, or controversy arising under this Agreement (together, “**Disputes**”) and will, in good faith, negotiate with the other party in an attempt to resolve the Dispute on an amicable basis.

**B. Applicability.** Any Dispute that has not been resolved by 60 days after the commencement of the good faith negotiations required above will be resolved by binding arbitration as described in this Section (this “**Arbitration Agreement**”). But, in the event of any actual, alleged, or threatened breach of confidentiality or violation of Redely’ intellectual property or other proprietary rights, Redely may immediately resort to court proceedings in a court of competent jurisdiction to seek immediate injunctive relief without posting bond, proving damages, or meeting any similar requirement. Any institution of any action for injunctive relief will not constitute a waiver of the right or obligation of either party to submit any claim seeking relief other than injunctive relief to arbitration. This Arbitration Agreement applies to Customer and Customer’s predecessors in interest, successors in interest, and assigns; Redely Parties and their respective predecessors in interest, successors in interest, and assigns; and Authorized and unauthorized users or beneficiaries of the Software.

**C. Arbitrator.** Arbitration proceedings will be administered by the American Arbitration Association (“**AAA**”) before an arbitrator chosen by agreement of the parties. If the parties fail to reach agreement on the arbitrator within 30 days after service of the demand for arbitration, the arbitrator will be chosen by the AAA. The decision of the arbitrator will be final and binding. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties will share equally in the costs assessed for the arbitration and each party will bear its own attorneys’ fees and costs. **CUSTOMER UNDERSTANDS IT WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE ITS CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT IT HAS INSTEAD CHOSEN TO HAVE ALL DISPUTES DECIDED THROUGH INDIVIDUAL ARBITRATION.**

**D. Place; Federal Arbitration Act.** The place of arbitration will be Cook County, Illinois, unless otherwise agreed to in writing by all parties to the arbitration. This Arbitration Agreement evidences a transaction involving interstate commerce and the Federal Arbitration Act, 9 U.S.C. Sections 1-16, will govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement.

**E. Confidentiality.** Any and all actions taken under this Arbitration Agreement, including all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and subject to the confidentiality obligations in this Agreement.

**F. Time Limitation on Claims.** Arbitration proceedings must be initiated within one (1) year after any Dispute arises; otherwise, the Dispute is permanently barred.

**26. Entire Agreement; Modification; Interpretation.** This Agreement, including the terms set forth during Customer's online checkout process, is the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings, whether oral or written, between the parties with respect to that subject matter. If Customer submits purchase orders or other documents, no preprinted or other terms contained in those documents will amend or supersede any term of this Agreement. This Agreement may be modified by Redely at any time. The waiver by either party of any term of this Agreement must be in writing and signed by the party granting the waiver and no waiver of any term of this Agreement will be deemed a future waiver of the same term or a waiver of any other term. If any term of this Agreement is held to be unenforceable in any jurisdiction, that term will be ineffective as to that jurisdiction to the extent of the invalidity or unenforceability and without invalidating any other term of this Agreement. The headings in this Agreement are for convenience only and will not affect the construction or interpretation of this Agreement.

**27. No Presumption.** This Agreement will not be construed against either party on the grounds that all or any portion of this Agreement was drafted by any particular party.

**28. Electronic Signatures.** Execution and delivery of this Agreement and any amendments by the parties shall be legally valid and effective through creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (e.g., "electronic signature" through a process such as HelloSign®).

**29. Contact Us.** If you have questions or concerns regarding this Agreement, contact us at Redely, Inc., 116 West Hubbard Street, Suite 301, Chicago, IL 60654 or (855) 683-3335 or [legal@Redely.com](mailto:legal@Redely.com).