

REAL-FINITY CUSTOMER USE AGREEMENT

Effective Date: April 17, 2023

Welcome to the Real-Finity Inc. ("Real-Finity") software application and client communication platform (the "Platform"). By agreeing to the terms and conditions in, and linked to, this Customer Agreement ("Agreement"), you ("Customer") represent and warrant that you have full legal power and authority to enter into this Agreement, to perform the obligations hereunder, and authorize and agree to pay the fee payments for your use of the Services. This Agreement, and the Privacy Policy, may be updated by Real-Finity from time-to-time as described herein.

By clicking "Agree and Continue" (or words to similar effect), registering for a Real-Finity account, or otherwise purchasing or using any of our Services, you agree that you have read, understood, and agree to be bound by the Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Using the Services

This Agreement applies to the services that Customer purchases from Real-Finity from time to time in connection with the Platform ("Services"). By agreeing to the terms of this Agreement, the Company is hereby permitted to use the Services offered on the Platform. This Agreement applies only to the Service to the extent actually developed, distributed, licensed and supported by or on behalf of Real-Finity.

2. Fees and Payments

Fees. If you buy any of our paid Services, you agree to pay us the applicable fees and taxes and to additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. You shall pay Real-Finity for use of the paid Services at the then current rate on a monthly basis. All Fees are exclusive of any taxes. We may modify our pricing at any time at its sole discretion. Real-Finity shall provide written notice to you at least thirty (30) days in advance of the effective date of any fee increase. If you object to the increase, you may terminate this Agreement by written notice to Real-Finity at any time before the effective date of the increase.

Payment Schedule. We shall invoice you each month for paid Services rendered in the immediately prior month and such invoice shall be due and payable in full upon receipt.

Term. Real-Finity shall provide access to the paid Services as of the Billing Start Date and continuing on a month-to-month basis thereafter ("Services Term"), unless terminated earlier in accordance with the Agreement. This Agreement shall remain in effect from the Effective Date through the expiration of the Services Term.

Fee Disputes. Notwithstanding anything herein to the contrary, if any Fee is subject to a good faith dispute, only the undisputed portion of the Fees shall be due and payable. The disputed portion of the Fees shall be payable based upon the resolution of such dispute, which resolution shall be made expeditiously and in good faith by the parties.

CUSTOMER AUTHORIZES REAL-FINITY TO USE ANY PAYMENT INSTRUMENT AND RELATED PAYMENT INFORMATION PROVIDED BY CUSTOMER OR CUSTOMER'S PAYMENT INSTRUMENT PROVIDER TO PAY ALL FEES DUE HEREUNDER, INCLUDING BY AUTOMATICALLY CHARGING CLIENT ON A RECURRING BASIS. CUSTOMER REPRESENTS THAT CUSTOMER IS AUTHORIZED TO INCUR CHARGES AGAINST SUCH PAYMENT INSTRUMENTS.

3. Prohibited Conduct

By using the Service, you agree you shall not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court (including those relating to data privacy or security);
- attempt to gain unauthorized access to any part of the Services or to any Real-Finity computer systems or networks;
- infringe or misappropriate the rights of any person or entity, including their intellectual property, privacy, publicity or other proprietary or contractual rights;
- use or interact with the Services in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, or in a manner that would damage, disparage, or negatively affect us or our licensors, licensees, or partners;
- copy, reproduce, rent, lease, sell, transfer, assign, sublicense, modify, publish, distribute, display, prepare derivative works of, reverse engineer, disassemble, or decompile any portion of the Services or Materials, including any corresponding source code, without prior written consent from us or the respective owner of said material;
- gain or attempt to gain unauthorized access to the Services, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Services;
- interfere with or disrupt the integrity or performance of the Services;
- transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or program through the Services;
- list or otherwise display or copy any code of the Services;
- perform benchmark tests on the Services without the prior written consent of Real-Finity;
- use, evaluate, or view the Services for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Services;
- use the Services as part of any machine learning or similar algorithmic activity;
- use or interact with the Services in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, or in a manner that would damage, disparage, or negatively affect us or our licensors, licensees, or partners; or
- otherwise use the Services except as expressly allowed under this Agreement.

4. Limited License Grant of Customer Data

Customer acknowledges that certain information is to be provided by Customer ("Customer Data"), including Consumer Information as applicable (as defined below). Real-Finity will

not be liable for any failure to perform Services that are caused by Customer's delay in or failure to provide Customer Data. Customer grants Real-Finity a world-wide, non-exclusive, royalty-free license during the term of this Agreement to use, reproduce, electronically distribute, display, and perform the Customer Data, but solely to the extent necessary to provide the Services in accordance with the terms of this Agreement. Notwithstanding the foregoing, Real-Finity may use anonymized and aggregated Customer Data for its business purposes.

Consumer Information" means any non-public personally identifiable information or records relating to a consumer, provided, however that "Consumer Information" shall not mean any such information Real-Finity has obtained independently and/or not in connection with this Agreement.

5. Limits

We have the right to limit how you connect and interact on our Services.

Real-Finity reserves the right to limit your use of the Services. Real-Finity reserves the right to restrict, suspend, or terminate your account if you breach this Agreement or the law or are misusing the Services.

6. Compliance with Law

Your access and use of the Services must comply with all applicable laws, rules and regulations. Unauthorized access and use of the Services is expressly prohibited. Access to and use of password protected and/or secure areas of the Websites are restricted to authorized users only.

7. Termination

You may terminate your Account at any time for any reason effective upon written notice to Real-Finity. Real-Finity reserves the right immediately to suspend or terminate your account and access to the Services without notice if Real-Finity believes you violated any terms and conditions of the Agreement.

Real-Finity also reserves the right to modify or discontinue the Service at any time (including, without limitation, by limiting or discontinuing certain features of the Service) without notice to you. If you terminate your subscription for paid Services, you will remain obligated to pay all outstanding fees, if any, relating to your use of the paid Service incurred prior to termination.

Termination will not limit any of Real-Finity's other rights or remedies. The Real-Finity Content, Disclaimers of Warranties, Limitation of Liability and exclusion of certain damages, and any other provision that is by its terms intended to survive termination shall survive termination of this Agreement.

8. Ownership; Proprietary Rights

The Service is owned and operated by Real-Finity. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, Software, services, and all other elements of the Service (the "Materials") provided by Real-Finity are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of Real-Finity or our third party licensors. Except as expressly authorized by Real-Finity, you may

not make use of the Materials. Customer will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted herein. Real-Finity reserves all rights to the Materials not granted expressly in this Agreement.

Real-Finity will obtain and process mortgage, financial, and real estate content/data provided by, on behalf of, or in connection with Customer and Customer's end-customers ("Content"). Customer grants to Real-Finity a world-wide, non-exclusive, royalty-free license during the term of this Agreement to use, reproduce, electronically distribute, display, and perform the Content, but solely to the extent necessary to provide the Services to Customer. Notwithstanding the foregoing, Real-Finity may use anonymized and aggregated Content for its business purposes. Customer, and its licensors shall (and Customer hereby represent and warrant that it) has and retains all right, title, and interest (including, without limitation, sole Ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. If Real-Finity receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a "Claim"), Real-Finity may (but is not required to) suspend activity hereunder with respect to that Content.

9. Feedback

If you provide feedback to Real-Finity regarding the Service ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Real-Finity to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Real-Finity a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose. Real-Finity provides no assurances that any reported problems will be resolved by Real-Finity even if Real-Finity elects to provide a response or information with the goal of addressing a problem.

10. Confidentiality

"Confidential Information" means any information that we designate as confidential at the time of disclosure or that should reasonably be understood to be our confidential information. Confidential Information does not include information that: (i) is or becomes generally available to the public through no act or omission by you or breach by you of this Agreement; (ii) at the time of disclosure by us, was lawfully received by you from a third party without breach of any obligation owed to us or the source of such information; or (iii) was or is independently developed by you without use of or reference to the Confidential Information. Confidential Information disclosed prior to your acceptance of this Agreement will be subject to this Section 10.

You will: (a) protect all Confidential Information as confidential with at least the same degree of care that you use to protect your own similar confidential information, but not less than a reasonable standard of care; (b) not use or disclose any Confidential Information for any purpose except to exercise your rights and/or fulfill your obligations under this Agreement; and (c) not disclose any Confidential Information to any person or entity other than your employees and/or contractors whose access is strictly necessary for purposes consistent with this Agreement and who are bound by obligations of confidentiality no less stringent than those set forth herein.

Notwithstanding the foregoing, you may disclose Confidential Information to comply with applicable law, provided that you give us prior notice of the compelled disclosure or legal proceeding (to the extent permitted by law) and reasonable assistance to and cooperation with us, at our cost, if we desire to contest the disclosure. You and we agree that money damages are an inadequate remedy for breach of the obligations in this Section 10, and that any such breach would result in irreparable harm to us. Therefore, in the event of any such actual or threatened breach, we will be entitled, in addition to any other rights or remedies available to us at law or equity, to seek specific performance or injunctive relief without the posting of a bond.

11. Indemnification

You will defend (if requested by Real-Finity), indemnify, and hold harmless Real-Finity from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by Real-Finity in connection with any claim by a third party arising out of or in any way related to: (1) your use of our Services; (2) your violation or alleged violation of the Agreement or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; (4) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (5) any disputes or issues between you and any third party. You must not settle any such claim or matter without the prior written consent of Real-Finity. Real-Finity reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

12. Disclaimers of Warranties

Real-Finity warrants that Real-Finity has validly entered into this Agreement and has the legal power to do so. You warrant that you have validly entered into this Agreement and have the legal power to do so. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REAL-FINITY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Real-Finity specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. Real-Finity does not warrant that (a) the Services will meet your requirements, (b) operation of the Services will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by Real-Finity or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE WAIVERS MAY NOT APPLY TO YOU. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

13. Limitation of Liability

REAL-FINITY IS NOT LIABLE FOR DIRECT DAMAGES (FOR ANY CAUSE OR UNDER ANY LEGAL THEORY) TO YOU IN EXCESS OF THE GREATER OF THE AMOUNT PAID

BY YOU TO ACCESS AND USE THE SERVICES OR \$1000. YOU AGREE THAT IN NO EVENT WILL REAL-FINITY BE LIABLE TO YOU (i) FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF REAL-FINITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability together with the other provisions in this Agreement that limit liability are essential terms and that Real-Finity would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above limitations of liability.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION IS PERMANENTLY BARRED.

14. Dispute Resolution

Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order or other equitable remedy, the parties agree to attempt, after written notice of any dispute hereunder, in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement promptly through negotiations between senior management of the parties. If the Parties are unable to resolve the dispute in a mutually agreeable manner within seven (7) days after written notice of the dispute, then the parties may pursue their rights hereunder in any manner available to them.

15. Governing Law

This Agreement will be governed by and construed and enforced in accordance Delaware law (without giving effect to the principles of conflicts of laws of such state) and are binding on Real-Finity and you in the United States and worldwide. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Real-Finity agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the State of Delaware for the purpose of litigating all such disputes.

16. Entire Agreement

This Agreement constitutes the entire agreement between you and Real-Finity with respect to the subject matter of this Agreement and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third-party beneficiary rights.

17. Relationship of the Parties

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Real-Finity as a result of this Agreement or use of the Site. Real-Finity's performance of this Agreement is subject to existing laws and legal process, and nothing contained herein is in derogation of Real-Finity's right to comply with governmental, court

and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Real-Finity with respect to such use.

18. Waiver, Severability & Assignment

Real-Finity's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under this Agreement, and any such attempt will be void. Real-Finity may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

19. Assignment

You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. Real-Finity may assign this Agreement at any time without notice.

20. Modifications

The effective date of this Agreement is set forth at the top of this webpage. We may revise this Agreement from time to time to better reflect:

- a. Changes to the law,
- b. New regulatory requirements, or
- c. Improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we will notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you. Your continued use of the Services after the Effective Date constitutes your acceptance of this Agreement, as amended.