

## Master Software as a Service Agreement

This Master Software as a Service Agreement (this “**Agreement**”), effective as of October 8, 2020 (the “**Effective Date**”), is by and between **Ivy Data, LLC**, an Arizona limited liability company with offices located at 2250 E. Germann Road, Suite 4, Chandler, Arizona 85286, (“**Provider**”), **Fidelity National Title Group, Inc.**, a Delaware corporation with offices located at 601 Riverside Ave, Bldg 5, Jacksonville, Florida 32204, (“**FNTG**”), and each Affiliate that enters into an Order Form, as defined below, (each a “**Customer**”). Provider, FNTG, and the applicable Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider has developed a software as a service (“SaaS”) platform (“Ivy Enterprise SaaS”) that enables real estate professionals to automate their prospecting at scale, with speed by providing access to rapid, efficient and affordable data;

WHEREAS, Provider has also created a customer relationship management tool (“CRM Tool”) within Ivy Enterprise SaaS that enables title companies to refer and recommend Ivy Enterprise SaaS and real estate data products to their current and prospective clients;

WHEREAS, FNTG’s Affiliates may desire to access and use the CRM Tool, and Provider desires to provide FNTG’s Affiliates with access to the CRM Tool, subject to the terms and conditions of this Agreement; and

WHEREAS, FNTG’s Affiliates may desire to refer and recommend Ivy Enterprise SaaS to third parties; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Affiliate**” means any entity that directly or indirectly controls or is controlled by, or is under common control with, Fidelity National Title Group, Inc. The terms “control”, “controlled by” and “under common control with” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting shares or other ownership interest or by contract or otherwise.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

(c) “**Client**” means any individual referred or recommended by Customer to use Provider’s products and services and who is not an FNTG Affiliate or employee, consultant, contractor, or agent of an FNTG Affiliate.

(d) “**Customer**” means any FNTG Affiliate who enters into one or more Order Forms pursuant to the terms and conditions of this Agreement.

(e) “**Customer Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(f) “**Documentation**” means Provider's end user documentation relating to the Services available at <http://www.ivyenterprise.com>.

(g) “**Order Form**” means a signed written agreement in the form of Exhibit B between Provider and Customer or an Affiliate of Customer that sets forth the pricing, number of Authorized Users, geographic scope, and other details regarding the named Customer's subscription to the Services. Each Order Form shall incorporate the terms and conditions of this Agreement by reference. If there is any inconsistency between the terms of this Agreement and an Order Form, the Order Form shall control.

(h) “**Personal Data**” means any information relating to an identified or identifiable natural person. An “identifiable natural person” is one who can be identified directly or indirectly, in particular by reference to one or more identifiers, such as a name, an identification number, location data, online identifier, or to any other factor specific to the individual (and for this purpose, an identifiable natural person is one who can be identified either directly or indirectly when using the information provided or when using the provided information and any other information which is in Provider's possession or likely to come into Provider's possession).

(i) “**Provider IP**” means the Services, Ivy Enterprise SaaS, CRM Tool, the Documentation, and any and all intellectual property owned by Provider and/or provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data.

(j) “**Services**” means the Ivy Enterprise SaaS offering generally described in Exhibit A (“Services”) and specifically described in each Order Form.

## 2. Access and Use.

(a) Provision of Access. Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 11(f)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement and the Customer's Order Form. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services within 5 days following the effective date of the Order Form. The total number of Authorized Users will not exceed the number set forth in Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable under the Order Form.

(b) Documentation License. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11(f)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) permit the Services

to be accessed or used by a competitor of Provider; or (vi) use, or attempt to use, the Services to create software or a product that competes with any Provider product, service or software.

(d) Client Access and Use. Provided that Customer refers and recommends Ivy Enterprise SaaS to a Client, such Client's access and use of Ivy Enterprise SaaS shall be subject to Provider's Customer End User License Agreement, Terms of Use, and Privacy Policy, which may be amended by Provider from time to time, and are available at <http://www.ivyenterprise.com>.

3. Service Levels. Provider shall use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours a day, seven (7) days a week (subject to normal maintenance downtimes), pursuant to the terms and conditions provided herein. Provider shall use commercially reasonable efforts to provide Customer support in accordance with its prevailing support policies.

4. Fees and Payment.

(a) Fees. Each Customer shall pay Provider the monthly fees ("Fees") set forth in its Order Form. Provider may amend the Fees from time to time by providing 60 days' written notice of the modified Fees to Customer and FNTG. **Provider shall invoice each Customer within five (5) days after the end of each calendar month. Each Customer shall pay all undisputed invoices within 25 days after Customer's receipt of an invoice.** Customer shall make all payments hereunder in US dollars.

(b) Payment Disputes. Customer may withhold from payment any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, up to 30 days past the due date (the "Dispute Window"). Provider shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of any Fees in accordance with this Section 4(b) during the Dispute Window. This Section 4(b) shall not limit or modify any termination rights under Section 10(b).

(c) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5. Confidentiality and Privacy.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, services (including but not limited to the CRM Tool and Ivy Enterprise SaaS), confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall use the disclosing Party's Confidential Information solely for purposes of evaluating entering into this

Agreement or for performance under this Agreement. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Privacy. To the extent that Customer or any Authorized User discloses Customer Data to Provider and such Customer Data contains any Personal Data, Provider (i) shall not utilize such Personal Data for any purpose other than to provide the Services; (ii) shall not sell such Personal Data; and (iii) shall act solely on the instructions of Customer in respect of all Personal Data obtained from Customer or any Authorized User, unless otherwise prohibited by applicable law. This Section 5(b) shall not apply to any Personal Data that is: (a) in the possession of Provider at the time of disclosure; or (b) rightfully obtained by Provider on a non-confidential basis from a third party.

(c) California Consumer Privacy Act ("CCPA"). Provider further acknowledges that Customer is subject to the California Consumer Privacy Act (the "CCPA"), as codified in California Civil Code sections 1798.100, et seq. and the regulations promulgated pursuant thereto. Based on Provider's relationship with Customer, Provider may be considered a "service provider" under the CCPA. As a "service provider" that may process and/or receive "personal information" (as such term is defined by the CCPA, not by this Agreement) on behalf of Customer, Provider will adhere to the following CCPA requirements, to the extent required by the CCPA, which may be amended from time to time:

(i) Provider shall not retain, use, collect, or disclose the personal information received from or on behalf of Customer for any purpose other than for the specific purpose of performing the services specified in any existing agreement or contract(s) with Customer, this Agreement, and/or any other agreement or documentation setting forth the scope of services between Provider and Customer;

(ii) Provider shall not retain, use, collect, or disclose personal information for any "commercial purpose" other than providing the services specified in this Agreement, or any other written understanding between Provider and Customer concerning the services that Provider provides;

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as training data  
is a problem

(iii) Provider shall maintain personal information only for so long as is necessary to complete the transaction, or provide the services requested by Customer. Unless Provider is otherwise required by law, once the personal information is no longer needed to complete the transaction or services requested, Provider will delete and destroy said personal information and all copies of the same.

(iv) Provider shall reasonably cooperate with Customer's directions to delete personal information in Provider's possession, custody, or control;

(v) Provider is expressly prohibited from "selling" any personal information; and

(d) Provider shall ensure that Provider, Provider's representatives, agents, employees, subcontractors or any persons authorized by Customer to process the personal information to understand, comply with, and are bound by the requirements of the CCPA and this Agreement.

6. Intellectual Property Ownership.

(a) Provider IP. Provider owns all right, title and interest in and to, and retains ownership and all intellectual property rights of, Provider IP, including all enhancements, derivative works, improvements and modifications thereto. Customer acknowledges and agrees that Provider IP is proprietary to Provider and is protected under copyright law, trade secret law and other applicable laws governing confidential and proprietary information. Customer shall not remove or modify any copyright, trademark or other proprietary markings or notices in Provider IP. Nothing in this Agreement shall be construed as transferring any right, title or interest in or to any third-party software or materials embedded in the Services, Ivy Enterprise SaaS, and/or the CRM Tool ("Third-Party Materials") to Customer or to any third party. Third-Party Materials may be subject to additional third-party terms and conditions, which can be found in Provider's Terms of Use located at [www.getivydata.com](http://www.getivydata.com).

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and use and display the Customer Data solely to the extent necessary for Provider to provide the Services to Customer.

(c) Customer hereby grants to Provider a non-exclusive and limited license to use, reproduce, and display Customer's trade names, logos and other trademarks and service marks (the "Customer Marks") solely in connection with Provider's development and maintenance of a co-branded landing page for Customer's clients. Except as set forth herein, Customer retains all rights in the Customer Marks. If Provider desires to use Customer Marks for any other purpose, Provider must obtain the prior written consent of Customer's Chief Marketing Officer for every use case by emailing [FNTGMarketing@fnf.com](mailto:FNTGMarketing@fnf.com). Customer reserves the right, using its sole discretion, to deny any such request.

(d) Provider hereby grants to Customer a non-exclusive and limited license to use, reproduce, and display Provider's trade names, logos and other trademarks and service marks (the "Provider Marks") solely in connection with Customer's marketing of the Service to Customer's Affiliates and Clients. Except as set forth herein, Provider retains all rights in the Provider Marks. If Customer desires to use Provider Marks for any other purpose, Customer

must obtain the prior written consent of Provider. Provider reserves the right, using its sole discretion, to deny any such request.

7. Warranties and Warranty Disclaimer.

(a) Provider warrants that during the Term of this Agreement the Services will (i) conform in all material respects to the specifications set forth in Exhibit A and the Order Form during the Term of this Agreement; (ii) will be provided in compliance with all applicable laws; and (iii) do not contain any virus or other malicious code.

(b) Customer agrees to comply with all laws applicable to their use of the Services and performance under this Agreement, including without limitation, all federal, state, and local data privacy laws, including the CCPA. In addition, Customer shall require their employees, contractors, Clients, and Authorized Users to comply with applicable laws, including but not limited to all federal, state, and local data privacy laws, including the CCPA.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7(a), THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification.

(a) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") (i) arising from a Client's use of Provider's products or services or Provider's end user agreement with a Client; (ii) arising from Provider's offering of products or services to a Customer or Client in violation of this Agreement or the terms of any Order Form; or (iii) alleging that the Provider IP, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights. Provider shall not, without the prior written consent of Customer, settle, compromise or consent to the entry of any judgment that could impose any liability or obligation upon Customer. If Customer is threatened with suit or sued by a third party as provided for herein, Customer shall immediately notify Provider in writing to request a tender of defense. Provider's failure to accept Customer's tender of defense in good faith as provided for herein is a material breach of this Agreement. Customer will have the right to participate in any defense by Provider of any indemnified claim, with counsel of Customer's choice at Customer's sole expense.

(b) If such a claim is made or appears possible under Section (a)(iii), Customer agrees to permit Provider, at Provider's sole expense, to (A) modify or replace the Provider IP, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If neither of these alternatives are commercially reasonable, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, provided that Provider shall refund or credit to Customer all amounts Customer paid in respect of the Provider IP that Customer cannot reasonably use as intended under this Agreement.

(c) Customer shall indemnify, defend, and hold harmless Provider from any against any all Losses incurred by Provider resulting from any Third-Party Claim arising from (i) Customer's infringement or misappropriation of Provider IP including without limitation breach of the license grant or use restrictions herein; (ii) Customer's breach of this Agreement; (iii) Customer's violation of applicable laws, including but not limited to, data privacy laws. Customer shall not, without the prior written consent of Provider, settle, compromise or consent to the entry of any judgment that could impose any liability or obligation upon Provider. If Provider is threatened with suit or sued by a third party as provided for herein, Provider shall immediately notify Customer in writing to request a tender of defense. Customer's failure to accept Provider's tender of defense in good faith as provided for herein is a material breach of this Agreement. Provider will have the right to participate in any defense by Customer of any indemnified claim, with counsel of Provider's choice at Provider's sole expense.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 9, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWO YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. **THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 9 DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8 AND SECTION 5.**

10. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until five years from such date (the "**Initial Term**"). If there are any open Order Forms at the end of the Initial Term, this Agreement will automatically renew for successive one year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Customer may terminate this Agreement and all open Order Forms for convenience, for any reason or no reason, upon 30 days prior written notice to Provider.

(ii) either Party may terminate this Agreement and all open Order Forms, effective on written notice to the other Party, if the other Party materially breaches this

Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement and all open Order Forms, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP.

(d) Survival. This Section 10(d) and Sections 1, 5, 6, 8, 9, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

#### 11. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference. To the extent that Provider requires an Authorized User to accept any terms or conditions as a condition of their access to the Services, such terms or conditions shall be void to the extent that they conflict with this Agreement or applicable Order Form and to the extent that they impose any obligations or liability upon the Authorized User or Company that is not otherwise contemplated by this Agreement or applicable Order Form.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.



(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of California in each case located in the city of Los Angeles and County of Los Angeles, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(f) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without such consent and upon 30 days prior written notice to the other Party, to (i) one of its affiliates, or (ii) an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

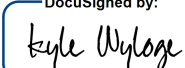
(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that,

in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

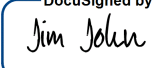
(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

IVY DATA, LLC

By:   
Name: Kyle Wyloge  
Title: Co-Founder  
Date Signed: 10/8/2020 | 10:05:25 PDT

FIDELITY NATIONAL TITLE GROUP, INC.

By:   
Name: Jim John  
Title: Executive Vice President  
Date Signed: 10/8/2020 | 06:29:38 PDT

## **Exhibit A**

### **DESCRIPTION OF SERVICES**

#### **Services:**

The Services are a subscription to access and use the “Refer and Recommend” customer relationship management tool (the “CRM Tool”), which Provider has built into its Ivy Enterprise SaaS application. The CRM Tool enable Customer’s sales executives to refer and recommend Provider’s Ivy Enterprise SaaS application (and related real estate data products) to their current and prospective clients in the real estate industry.

**When a Customer enters into an Order Form for the Services on behalf of a Customer Operation (as defined in the Order Form), Provider’s Services will also include:**

- Provider’s configuration of a “Corporate” Authorized User account within Ivy Enterprise for Customer Operation’s sales manager/administrator to manage the Customer Operation’s sales executives’ access to the Services as “Sales Executive” Authorized Users.
- Provider giving each Sales Executive Authorized User access to use the CRM Tool to invite their Clients to use Ivy Enterprise on a free, trial basis. At the conclusion of the free trial, Client will have the option to purchase a subscription from Provider to use Ivy Enterprise SaaS under terms controlled by Provider.
- Provider displaying the referring sales executive’s photograph and/or logo and contact information on the Client’s Ivy Enterprise dashboard when a Client accepts the invitation to use Ivy Enterprise on a free, trial basis or purchases a subscription to continue using Ivy Enterprise.
- Provider giving Authorized Users the ability to demo Ivy Enterprise for Clients in compliance with this Agreement, the Order Form, and all applicable laws.
- Provider granting Customer Operation, for a period of one year, the exclusive right to refer and recommend Ivy Enterprise to real estate professionals in the geographic area(s) set forth on the Order Form; provided, that the exclusivity provision shall not apply to Customer Operation’s affiliates.

Provider acknowledges and agrees that various state and federal laws and regulations may prohibit a Customer Operation from providing certain products and services to current and prospective clients, and Provider agrees to implement controls to restrict Authorized Users from accessing restricted products and services if FNTG notifies Provider of legal or regulatory concerns in a specific geographic area.

RESPA

**EXHIBIT B**  
**ORDER FORM TEMPLATE**

## Order Form

Customer Operation Information					
"Customer" (Legal Entity):					
"Customer Operation" Name:					
Address:					
City:		State:		Zip:	
County Manager:					
Sales Manager:					

Billing Information	
Billing Contact Name:	
Billing Contact Email:	
Billing Contact Phone:	

Order Information		
Initial Number of Sales Executive Authorized Users:		
Geographic Scope:	State(s):	
	County (or Counties):	
Data Limits:		
Order Effective Date:		

This Order Form ("Order Form") is entered into by and between the above-referenced Customer, on behalf of the above-referenced Customer Operation, and **Ivy Data, LLC** ("Provider") pursuant to the terms and conditions of that certain Master Software as a Service Agreement ("MSSA") dated October 8, 2020 between Provider and Customer's Affiliate, Fidelity National Title Group, Inc. The terms and conditions of the MSSA are hereby incorporated into this Order Form by reference, and this Order Form, together with the MSSA, shall be referred to collectively herein as, the "Agreement." Any capitalized terms used in this Order Form but not defined herein shall have the meaning ascribed to such

terms in the MSSA. To the extent that the terms of this Order Form conflict with the terms of the MSSA, the terms of the Order Form shall control.

**Services.** The Services include a subscription to access and use the “Refer and Recommend” customer relationship management tool (the “CRM Tool”), which Provider has built into its Ivy Enterprise SaaS application, and the other Services described herein. The CRM Tool enable Customer Operation’s sales executives to refer and recommend Provider’s Ivy Enterprise SaaS application (and real estate data products) to the sales executives current and prospective clients in the real estate industry.

**Provider’s Services also include:**

- Provider’s configuration of a “Corporate” Authorized User account within Ivy Enterprise for Customer Operation’s sales manager/administrator to manage the Customer Operation’s sales executives’ access to the Services as “Sales Executive” Authorized Users.
- Provider giving each Sales Executive Authorized User access to use the CRM Tool to invite their Clients to use Ivy Enterprise on a free, trial basis. At the conclusion of the free trial, Client will have the option to purchase a subscription from Provider to use Ivy Enterprise SaaS under terms controlled by Provider.
- Provider displaying the referring sales executive’s photograph and/or logo and contact information on the Client’s Ivy Enterprise dashboard when a Client accepts the invitation to use Ivy Enterprise on a free, trial basis or purchases a subscription to continue using Ivy Enterprise.
- Provider giving Authorized Users the ability to demo Ivy Enterprise for Clients in compliance with this Agreement and all applicable laws.
- Provider granting Customer Operation the exclusive right to refer and recommend Ivy Enterprise to real estate professionals in the geographic area(s) set forth in the Order Form.

Provider acknowledges and agrees that various state and federal laws and regulations may prohibit a Customer Operation from providing certain products and services to current and prospective clients, and Provider agrees to implement controls to restrict Authorized Users from accessing restricted products and services if FNTG notifies Provider of legal or regulatory concerns in a specific geographic area.

**Exclusive Right to Refer and Recommend Ivy Enterprise within a specific Geographic Area.**

*Provider hereby grants Customer Operation, for a period of one year from the Order Effective Date, the exclusive right to refer and recommend Ivy Enterprise to real estate professionals in the geographic area(s) set forth on Page 1 of this Order Form. Notwithstanding the foregoing, Customer Operations acknowledges and agrees that this exclusivity provision shall not apply to Customer Operation’s affiliates.*

**Subscription Fee.** The monthly subscription fee for the Service (the “Subscription Fee”) is based upon the number of “Sales Executive” Authorized Users with access to the Service during the billing period. The Subscription Fees are as follows:

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**Billing.** Provider will bill Customer Operation on a monthly basis in accordance with the terms of the MSSA.

**Term.** The term of this Order Form shall begin on the Order Effective Date and shall continue until the last day of the calendar month (the “Initial Term”). Thereafter, this Order Form shall automatically renew on a month-to-month basis (each, a “Renewal Term”). Either party may terminate this Order Form by giving the other party written notice at least 15 days prior to the end of the current term. Upon termination of this Order Form, Customer Operation’s Authorized Users will no longer have access to the Services; however, the termination of this Order Form shall not affect any Clients’ access to the Service.

IVY DATA, LLC	CUSTOMER: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____