

## SITELINK's Web Application Terms of Use

This Web Application Enterprise Agreement ("Agreement") is a binding agreement between mobile application user ("Licensee", "you" or "Professional") and SITELINK, a Minnesota limited liability company ( "SITELINK" or "Company ") (collectively the "Parties"). This Agreement governs your use of SITELINK's website and web applications for procurement of short-term, real estate due-diligence assessments. The Application is licensed, not sold, to you.

SITELINK has developed and has the right to make available a procurement and scheduling platform and algorithm ("SITELINK App"). The SITELINK App is a web-based application that assists in streamlining and connecting qualified Professionals with the entities that are consistently engaged to perform this type of work ("Providers").

1. **License Grant.** Subject to the terms of this Agreement, SITELINK grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with procurement and scheduling of short-term real estate due-diligence assessments strictly in accordance with this Agreement the Application's documentation and applicable law.

2. **The Services.** The services provided by SITELINK comprises mobile applications and related services (each, an "Application"), which enable users to procure and schedule real estate due-diligence assessment services and/or purchase certain goods, including with third party providers of complimentary goods and services. Company reserves the right to suspend your access to and use of the Application if you fail to pay any undisputed amount.

3. **Internet & Systems Requirements:** Continuous Internet access, connectivity, and certain minimum systems and technical requirements are required to access and use The SITELINK App, which are not provided by the Company and are the sole responsibility of Licensee and/or its Authorized End Users. Information regarding minimum systems and technical requirements for The SITELINK App may be obtained from the Company.

4. **License Restrictions.** Licensee shall not: (a) copy the Application; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason; (f) permit The SITELINK App to appear as an integrated feature of any external platform; or (g) permit the functionality of The SITELINK App to be automated in any way.

5. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license on a subscription basis, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

6. **Collection and Use of Information.** The Parties agree:

1.

You acknowledge that when you download, install or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

1.

If you provide us with information relating to personal contact information (the "Data") of third parties (e.g. email, mail, telephone, fax), such information shall be provided by you free of any charge or fee. You warrant that: (i) you make no claim of copyright or other intellectual property rights in the Data; (ii) you have all necessary rights to provide the Data to us and warrant that the Data was not collected, generated, compiled, obtained and/or being supplied to us in any manner that would subject us to legal or regulatory liability for the use as contemplated herein; (iii) none of the individuals included in the Data have "opted out" or disallowed the sharing of their information; (iv) your providing the Data to us does not infringe any rights of any third party; (v) there are no material suits, claims, charges or proceedings currently pending or threatened against you relating to the Data; and (vi) the individuals whose information is included in the Data reside in the United States.

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You acknowledge and agree that the SITELINK App is provided in a multitenant, shared database architecture, and that individualized client-dedicated infrastructure and/or processing is not part of the SITELINK App or services. The Company reserves the right to collect and use information provided by Licensee and/or its Authorized End Users.

7. **Restrictions of Use.** Licensee will not: (a) sell, resell, lease or the functional equivalent, the App a third-party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the SITELINK App or any component; (c) attempt to create a substitute or similar SITELINK App or service

through use of, or access to, the SITELINK App; or (d) use the SITELINK App for High Risk Activities or engage in conduct that violates applicable law.

8. **Geographic Restrictions.** The Content and Services are based in the state of Minnesota in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

9. **Updates.** Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Web settings, when your Devices are connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

10. **Term and Termination.**

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This Agreement may be terminated by the Company at any time and for any reason.

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An Application may be unpublished at any time.

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Upon termination: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Application and delete all copies of the Application from your Devices and account.

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Termination will not limit any of Company's rights or remedies at law or in equity.

11. **Intellectual Property Rights.** The Company retains all Intellectual Property Rights relating to or concerning the SITELINK App. Nothing contained in this Agreement shall be construed as transferring any such rights to Licensee or any third party.

12. **Disclaimer of Warranties and Additional Disclaimer.** THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. **Indemnification.** You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses,

damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Company assumes no responsibility for the content you submit or make available through this Application.

15. **Export Regulation.** The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You 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), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

16. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

17. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in Minnesota State Court in Carver County. You waive any and all objections to the exercise of jurisdiction over you by such court and to venue in such court.

18. **Entire Agreement.** This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

19. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

## **Privacy Policy**

### **Data Collection**

We collect data from our users of our App. This Privacy Policy governs our collection, sharing and use of non-personally identifiable information ("Non Personal Information") or Personally Identifiable Information through mobile applications using the Mobile Product. This Privacy Policy also governs the personally identifiable information ("Personal Information") collected by us through our websites and mobile apps. We do not intentionally collect or process the personal data of individuals in the European Economic Area unless you expressly provide information to us through the Website. If you are visiting the Website from the European Economic Area or are using the Mobile Product within the European

Economic Area, in addition to the other terms of this Privacy Policy, we comply with all laws and regulations of the European Economic Area.

## Consent

Using this website and opting-in to share data with mobile apps in our network, you're consenting to this Privacy Policy. By expressly acknowledging this Privacy Policy, using the Website and/or continuing to use the Mobile Product and opting in to data collection, you are expressly consenting to the collection and use of data as set forth in this Privacy Policy. If you do not agree to the terms of this Privacy Policy, you should not install any mobile application which utilizes the Mobile Product and/or should uninstall the Mobile Product immediately. Your use of the Mobile Product shall constitute your acceptance of the terms of this Privacy Policy.

## Data We Collect

### SUMMARY

We collect data relating to the provision of real estate due diligence services such as project data, bidding data, price data, location data, provider availability data, ranking data, feedback regarding work and other App related data. We also collect other mobile device details, and data when you visit this website, such as location information.

- **Automatically Collected Information;** Other Non-Personally Identifiable Information. When you opt-in to data sharing while using any of our Mobile Products by agreeing to share location with a Customer's app, our web server automatically collects limited information about your device. We may log non-personally-identifiable information including the mobile advertising ID (IDFA / AdID), IP address, SSID/BSSID, the type of mobile device you use, the IP address of your mobile device, and your mobile operating system. We do not store IP address or SSID/BSSID data for residents of the EU.
- **Aggregate Information** We may aggregate the data we collect from users of our App or other Mobile Products and provide this to third parties to sell products or services. When we aggregate your information, no specific personal information is included, and you cannot be identified from this aggregate information.
- **Cookies:** We also may use "cookies" to track which pages of our Website you visit. Because cookies are stored on your computer or device, not on our site, you can set your browser to decline cookies and can delete them from your computer or device.

## Privacy of Children

We do not knowingly collect any Personal Information from anyone under the age of 13.

## Disclosure and Sharing of Information and Data Retention

- We use data to provide information relating to the provision and procurement of real estate due diligence services such as linking the user with a project, project data, bidding data, price data, location data, provider availability data, ranking data, feedback regarding work and other App related data. Reveal Mobile shares data with third parties based upon use cases set forth by the Interactive Advertising Bureau's Transparency and Consent framework. Those use cases include:
- We may disclose your Personal Information to partners with whom we work with or provider services.
- Please keep in mind that whenever you voluntarily make your Personal Information available, that information can be seen, collected and used. We cannot control and therefore cannot be responsible for any unauthorized third-party use of such information. Please respect the privacy of others by not using their personal information on our site without their permission.