

THIS PRODUCT AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE INDIVIDUAL OR LEGAL ENTITY ("CLIENT") SUBSCRIBING FOR USE OF PRODUCT(S) FROM 3RD PARTIES ("VENDORS") THRU REZECs. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS. BY AGREEING TO THESE TERMS OR USING PRODUCT(S), WHICHEVER OCCURS EARLIER, CLIENT IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT

1. **Subscriptions to 3rd Parties.** Client hereby agrees to subscription terms from vendors that form the ReZecs platform (consisting of a hosted real estate website, integrated CRM tools, transaction management systems, and seller and buyer lead sources).
 - A. It is understood that ReZecs is the top tier client of all Vendors. As such ReZecs must abide by the rules and regulations of 3rd party vendors, client will hold ReZecs harmless of any and all issues arising between Vendor and Client.
 - B. Client understands that there may be instances where ReZecs has access to information on clients' platforms, this is due to the nature of the vendors platform. In these events ReZecs will first work with vendor to shut off this access, if that is not possible, clients account will remain private within the ReZecs platform. ReZecs will not share, sell, or utilize any information acquired by client and stored on 3rd party platforms.
 - C. Any issues or concerns that arise with 3rd party vendors and clients, client will resolve with the vendor directly according to their terms and agreements.

2. **Change of Vendor.** ReZecs holds the right to change, replace or add new 3rd party vendors at any time.
 - A. **Change in Vendor.** In the event of a change in vendors, there will be a minimum of sixty (60) day migration period, clients will have sixty (60) days to migrate to new vendor OR opt out of migration and stay with current vendor. To stay with current vendor, client must set up a new account with vendor at client's expense. Opt out notice must be submitted to ReZecs by email at Support@Rezec.com – with subject line of ATTN OPT OUT before 60-day period expires.
 - B. **New Vendors.** In the event of adding new vendors, client will have the option to opt into or decline the new product. If there are increased cost associated with new products, fees for new service will start at the next scheduled payment for client.

3. **Loss of Data:** In the event of termination, expiration, or migration of any Vendor at the request of either ReZecs or Client, it is the Clients responsibility to ensure their data is transferred, migrated, exported, or otherwise retained. Any issues that arise are between Client and Vendor and will be handled according to Vendors Terms and Conditions. ReZecs will be held harmless in the event of a data breach or loss due to 3rd party vendors.

4. **Email Use.** Client and each of its Users agree to comply with all REZECs policies and all laws, rules and regulations relating to the sending of email messages (including the CAN-SPAM Act) through the System. Additionally, Client and all if its Users agree not to disable or attempt to circumvent any consumer protection implemented by REZECs for email communication through the System. Any violation of this section may result in loss of features, up to and including termination of your account. If Client or any of its users imports lists for the purpose of sending email to such list, then Client warrants that each person on such list has previously opted-in to receive email communication from Client. Client will indemnify ReZecs for any costs or damages incurred by REZECs due to Client's or its User's failure to comply with this section.

5. **Grant of License.** During the Term, REZECS grants Client a non-exclusive, non-transferable, non-sublicensable license to use, and, in the case of REZECS Products that permit additional Users, to allow such Users to use, the Systems, on the terms set forth in this Agreement.
6. **License Restrictions.** Client and any Users shall not (and shall not allow any third party to) (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the System, by any means whatsoever, (ii) remove any product identification, copyright or other notices from the System, (iii) sell, lease, lend, assign, sublicense, grant access or otherwise transfer or disclose the System in whole or in part, to any third party, (iv) use the System for timesharing, service bureau or hosting purposes or otherwise use, resell, sublicense, distribute or transfer or allow others to use the System to or for the benefit of third parties, (v) modify or incorporate into or with other software or create a derivative work of any part of the System, or (vi) use the output or other information generated by the System for any purpose other than as contemplated by this Agreement. REZECS retains all title to, and, except as expressly licensed herein, all rights to the System, all copies, derivatives and improvements thereof and all related documentation and materials. Client's and any Users' use of Client's REZECS Site and any data collected from Client's REZECS Site shall conform in all material respects with the Terms of Use ("TOU") and Privacy Policy ("PP") presented to end users on Client's REZECS Site. REZECS shall have sole discretion with respect to the content and manner of displaying the TOU and PP on Client's REZECS Site and may modify the TOU or PP upon written notice to Client. The current version of the TOU and PP, and any updates thereto, may be reviewed upon request to REZECS.
7. **Term of Agreement.** The "Initial Term" shall mean (i) the number of full calendar months in the term as specified in the Web Form beginning on the date on which REZECS notifies Client that the System is ready for Client's production use ("Production Date"), plus (ii) an additional prorated portion of a calendar month if the Production Date occurs prior to the first day of a calendar month ("Prorated Month"). Upon expiration of the Initial Term, this Agreement will automatically renew on the same basis as originally set (such Initial Term and renewal period, the "Term") until terminated by Client in accordance with Section 10.3 or by REZECS by delivery of written notice to Client at least thirty days prior to the date of such termination. Except as specified in Section 10.1 below, Client may not terminate this Agreement prior to the expiration of the Initial Term. Following expiration of the Initial Term, REZECS may increase the fees payable by Client under this Agreement, upon not less than 30-days' written notice.
8. **Fees and Payment.** Client shall pay REZECS the One Time Setup Fee and monthly System Fees and Advertising Fees specified in the Web Form, in accordance with the timing specified in the Web Form. All payments by Client to REZECS under this Agreement shall be nonrefundable, and made via automatic payment from either Client's bank account or credit card. Client shall undertake any additional actions reasonably requested by REZECS to implement the foregoing automated fee payment process. Any amounts past due from Client under this Agreement shall accrue interest at a rate which is the lesser of two percent (2%) per month or, if less, the maximum rate allowable by law. Sales tax, if applicable will be added to fees owing pursuant to this Agreement.
9. **Client's REZECS Site.** Client shall promptly provide all information and materials reasonably requested by REZECS to implement Client's REZECS Site. REZECS shall have sole discretion with respect to the content and layout of Client's REZECS Site and banner ads, pop-up ads and all other forms of advertising of any nature whatsoever shall be prohibited on Client's REZECS Site. Client hereby grants REZECS a royalty-free, limited, nonexclusive right, authorization, and license to use the name, logos, trademarks, copyrights and related intellectual property of Client, its Users, or its licensors, solely as necessary to fulfill the purposes contemplated in this Agreement.
10. **Confidential Information.** REZECS and Client (and its Users) shall each retain in confidence all information received from the other party pursuant to or in connection with this Agreement that the disclosing party

identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except as necessary to fulfill their respective obligations under the terms and during the term of this Agreement. Each party shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that party's business. Notwithstanding the foregoing, the restrictions set forth above will not apply to (i) information previously known to the receiving party without reference to the disclosing party's Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the receiving party, (iii) information that is independently developed by either of the parties, or (iv) information required to be disclosed pursuant to applicable law. The foregoing shall also not prevent REZECS from using Client's name and brokerage affiliation and/or any non-proprietary components of Client's REZECS Site in its marketing and training materials.

11. Client's Representations and Indemnification. Client represents and warrants that currently and throughout the Term (i) Client and any Users are real estate agents or brokers in good standing and are fully authorized to publish, and authorize REZECS to publish without the necessity of obtaining any further permissions from or payments to any third party, all of the materials provided for publication on Client's REZECS Site, including without limitation, REZECS listings, text, logos, photos and other graphics, (ii) Client and any Users are in compliance with all applicable laws and regulations with respect to its activities related to this Agreement, and (iii) Client and any Users will honor any "opt out" requests received from any sales prospects who are identified through the activities contemplated in this Agreement. Client shall indemnify, defend and hold harmless REZECS and its officers, employees, agents and affiliates from and against all losses, expenses, liabilities, damages and costs including, without limitation, reasonable attorneys' fees (collectively "Costs"), to the extent that such Costs are attributable to any breach by Client or any User, employee, independent contractor, or affiliate thereof, of any representations, warranties or other obligations set forth in this Agreement.

12. Termination.

12.1 Termination for Breach. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by giving the breaching party written notice specifying the nature of the breach in reasonable detail and the non-breaching party's intention to terminate (a "Termination Notice"). If the breach has not been cured within the period ending thirty (30) days following delivery of the Termination Notice, then this Agreement shall automatically terminate. Notwithstanding the foregoing, if Client is in breach of any material provisions of this Agreement, including the license restrictions of Section 4, the payment terms of Section 6 or the confidentiality restrictions of Section 8, then REZECS may immediately suspend or terminate Client's use of the System and Advertising Services. Any such suspension shall not relieve Client of any of its obligations under this Agreement or entitle Client to any refund of payments previously made.

12.2 Termination by REZECS. REZECS may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to Client.

12.3 Client Termination Procedure. If termination is permitted by this Agreement, Client may terminate by giving notice on or before the 25th day of the then current month (in the manner set forth below or as modified in written notice from REZECS), and signing and returning the cancellation confirmation provided by REZECS on or before the 25th day of the then current month, in which case termination will become effective on the last day of the next calendar month. To terminate the Business Suite Products, Client must provide termination notice by email to support@ReZecs.com or by telephone to 1-704-302-5959. To terminate the Professional or Essentials Products, Client must provide termination notice by email to Support@ReZecs.com or by telephone to 1-704-302-5959

12.4 Effect of Termination. Upon termination of this Agreement, Client shall discontinue its use of the System and Advertising Services. Notwithstanding the foregoing, termination of this Agreement by REZECS shall not limit Client's obligation to pay all of the applicable fees, nor restrict REZECS from pursuing any other remedies available to it, including injunctive relief. Sections 2, 4, 6, 8, 9, 10, 12, 13, 15, 16, and 18 shall survive termination of this Agreement, along with any other provisions that are intended by their terms to survive.

13. **Application of Advertising Fees.** REZECS shall use its reasonable commercial judgment with regard to the application of any amounts paid by Client with respect to the Advertising Services under this Agreement ("Advertising Fees"), with the goal of driving business to Client. Notwithstanding the foregoing, REZECS shall have sole discretion with respect to the application of all Advertising Fees and may, without limitation, utilize any or all of the following methods, and retain a portion of the Advertising Fees as payment for such services: (i) contract with third-parties to place advertisements on Client's behalf, (ii) purchase web traffic from third-parties, (iii) contract with REZECS or its affiliates to place advertisements on Client's behalf, and/or (iv) redirect visitors from any web site owned by REZECS to Client.

14. **Limitation of Liability.** REZECS AND ITS AFFILIATES AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT WITH RESPECT TO SYSTEM FEES ONLY (AND NOT AMOUNTS PAID WITH RESPECT TO ADVERTISING FEES OR ANY OTHER FEES) DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM GIVING RISE TO SUCH LIABILITY WAS FIRST ASSERTED. EXCEPT WITH RESPECT TO (i) ANY WILLFUL OR DELIBERATE INFRINGEMENT OR MISAPPROPRIATION BY CLIENT OF ANY OF REZECS'S OR ITS SUPPLIERS' INTELLECTUAL PROPERTY RIGHTS, AND (ii) CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, STATUTORY REMEDY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. CLIENT HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION FAIRLY ALLOCATE THE RISKS UNDER THIS AGREEMENT AS BETWEEN THEM.

15. **Disclaimer.** CLIENT ACKNOWLEDGES THAT (i) REZECS CANNOT GUARANTEE THE NUMBER OR QUALITY OF LEADS, PROSPECTS OR RESULTS GENERATED THROUGH THE SYSTEM(S) OR THE ADVERTISING SERVICES, OR THAT THE SYSTEM(S) WILL BE CONTINUOUSLY AVAILABLE FOR USE WITHOUT TEMPORARY INTERRUPTION, AND (ii) EXCEPT WITH RESPECT TO THE WARRANTY SET FORTH IN SECTION 1, THE SYSTEM AND THE ADVERTISING SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, AND REZECS HEREBY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE SYSTEM AND THE ADVERTISING SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY (a) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (b) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (c) WARRANTY OF TITLE; OR (d) STATUTORY REMEDY.

16. **Assignment and Contractors.** Client may not assign any of its rights or obligations under this Agreement without REZECS's prior written consent. Subject to the foregoing, the provisions of this Agreement shall be binding on and inure to the benefit not only of the parties hereto but also to their successors and assigns. REZECS shall be free to perform all or any part of this Agreement through one or more subcontractors.

17. **Governing Law, Venue and Attorneys' Fees.** This Agreement shall be governed by and interpreted in accordance with the laws of The State of North Carolina. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties agree to submit to the exclusive jurisdiction of the State of North Carolina. Each party hereby waives all defenses of lack of personal jurisdiction and forum non conveniens in connection with any action brought in the foregoing courts. If REZECS prevails in any action or proceeding (including for collection) under this Agreement, then REZECS shall be entitled to recover from Client, in addition to all other relief, its reasonable attorneys' and other experts' fees and expenses incurred with respect to such action or proceeding.

18. Severability, Force Majeure, Entire Agreement, Amendment. If one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, then the validity, legality, and enforceability of the remaining provisions of this Agreement shall be unaffected. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any act of God, fire, natural disaster, accident, act of government, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause to the extent it is beyond the reasonable control of such party. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. REZECS reserves the right, in our sole discretion, to change this agreement (including the Privacy Policy) from time to time, without prior notice. You are responsible for reviewing the agreement regularly. Your access to any part of the product is deemed to be your acceptance of this agreement as it exists at the time you access the product. Any terms or conditions appearing on the face or reverse side of any purchase order, acknowledgment, or confirmation that are different from or in addition to those set forth in this Agreement shall not be binding on the parties, even if signed and returned.

REZECSS Products:

To the extent that any Product depends on REZECS receiving a data feed from Client, the Term for such Product will terminate automatically upon the expiration, cancellation, or termination of the agreement between REZECS and the applicable clients. REZECSS is not responsible for any and all damages in the event that the Product cannot access or otherwise use the data from such platforms or any other breach of this Agreement.

Office Professional/Volume Seat Products.

Some products may allow one principal Client (the "Payee") to purchase multiple accounts for individual Clients ("Individual System Users") for access to a particular Product (a "Volume Seat Product"). The terms of this section will apply to all Volume Seat Products.

Each Individual System User will maintain ownership of all prospects and content in their account. Each Individual System User must accept the REZECS service agreement and the agreements of Vendor at the time their account is activated. Any agent data, website name or other information is the sole property of the Individual System User. The Volume Seat Product is for payment of system fees only by Payee for the benefit of the Individual System Users Payee will notify REZECS of the identity of each Individual System User on Payee's account. Each Individual System User may purchase additional products from REZECS at their own expense, however any default of payment by the Individual System User on charges owed for additional products may result in temporary suspension of their Volume Seat Product account, and/or cancellation of the Individual System User's account. If the Payee would like to add or remove an Individual System User from its Volume Seat Product, such request must be received in writing by the 25th of the month, in order to be effective at the end of the following month.

Notwithstanding the terms of Section 5 (License Restrictions), Payee may designate any agent in Payee's office, brokerage, franchise or other designated group approved by REZECS to access the Volume Seat Product

Any Individual System User may choose to cancel or leave the Volume Seat Product and maintain an individual account directly with REZECS by contacting support in writing at support@ReZecs.com with a subject line of NEW ACCOUNT REQUEST. Request must be received in writing by the 20th of the month, in order to be effective at the end of the

following month. Individual System User acknowledges and agrees that Payee may be provided with Individual System User performance data and that the Payee may terminate his/her access to the Volume Seat Product at any time.

Client has reviewed, understood, and accepted the terms and conditions set forth in this Agreement and has either consulted with legal counsel prior to executing this Agreement or has knowingly forgone its right to consult with legal counsel prior to such execution. The provisions of this Agreement shall not be construed against either party by virtue of their authorship. It is the express wish of the parties that this agreement and all related documents be drawn up in English.