



## TERMS OF USE

These Terms of Use constitute a legally binding agreement (the “Agreement”) between you (“Customer”) and Narrative1 Holdings, LLC (“Narrative1”), governing Customer’s access to and use of the service (the “Website Service”) offered by Narrative1 through its website located at narrative1.com, or any successor to such website (the “Website”). The Website Service is for use in connection with the Narrative1 software that is licensed to Customer under a separate Software License Agreement (the “License Agreement”) entered into by Customer and Narrative1. With regard to provisions of the License Agreement that are incorporated by reference in this Agreement, references to the “Software” shall refer to the Website Service, and references to “Licensee” shall refer to Customer. By accessing or using the Website, Customer is accepting and agreeing to be bound by this Agreement.

1. Use of Website Service. Customer’s right to use the Website Service is non-exclusive and non-transferable. Narrative1 shall be responsible for hosting, delivering, and maintaining the technical functionality of the Website Service for Customer in accordance with the terms of this Agreement. Narrative1 is not an appraisal management company nor does Narrative1 engage in appraisal management services. The Website Service performs the functions defined by the Customer with all actions under the Customer’s direct control.
2. Independent Contractors. Narrative1 and Customer are independent contractors, and no agency or other relationship shall be created by this Agreement. Narrative1 is not, and shall not be deemed to be acting as an agent or representative of Customer in connection with Customer’s appraisal or other business activities.
3. Users; Equipment.
  - (a) Authorized Users. All persons who are authorized by Customer to access and use the Website Service are referred to in this Agreement as “Users.” Customer may, in its discretion, designate any or all Customer employees and independent contractors as Users, and may add or delete such Users from time to time; provided, however, that the total number of Users authorized by Customer at any given time may not exceed the total number of license seats specified in the License Agreement. Customer shall advise each User of Customer’s obligations in this Agreement and, for purposes of this Agreement, all acts or omissions of Users shall be deemed to be acts or omissions of Customer. Customer shall be responsible for all activities of its Users relating to the Website Service, including any violation of this Agreement by its Users.
  - (b) Registration of Users. Customer shall register each User with Narrative1 prior to permitting such User to access or use the Website Service (typically completed during the setup process).
  - (c) Profiles and Passwords. Customer shall establish and maintain Website Service profiles and access passwords for all Users. Customer shall safeguard and protect all profiles and passwords from disclosure or unauthorized use and Customer shall be responsible for all activities under Customer’s account.
  - (d) Access Software. Customer may access the Website Service utilizing any browser that meets the compatibility requirements established by Narrative1 from time to time.
  - (e) Access Equipment. Customer shall, at its own expense, obtain, install, configure and maintain any and all equipment necessary to access and use the Website Service. Customer shall bear all risk and responsibility for ensuring the ongoing compatibility of access equipment with the Website Service.

4. Online Content. Customer may use the Website Service to input data and documentation into the Website Service (“Online Content”), and to generate and access forms and reports based upon such Online Content, exclusively for the benefit of the Customer’s business activities. In furtherance of such purpose, Customer may display and manipulate Online Content, store Online Content in digital form, and print copies of Online Content. Customer shall not access, upload, download, or input to or from the Website Service any data, documentation, or files to which Customer does not have a right of use and possession.
5. Compensation. No fees shall be payable by Customer for use of the Website Service beyond the fees payable by Customer for use of the Software as specified in the License Agreement.
6. Confidential and Proprietary Information. Narrative1 and Customer acknowledge that in the course of their relationship arising out of this Agreement, each of them (the “Receiving Party”) may acquire access to certain information of the other party (the “Disclosing Party”) that is of a confidential or proprietary nature (“Confidential Information”). Confidential Information includes the information described in paragraphs (a) and (b) below, any other information that is marked or otherwise identified as confidential, and any other information that a reasonable person would understand to be of a confidential or proprietary nature. Confidential Information of a Disclosing Party may also include information of third parties in the possession of the Disclosing Party that the Disclosing Party is obligated to maintain as confidential. Notwithstanding the above, Confidential Information shall not include information that the Receiving Party can demonstrate is (i) already known by the Receiving Party without an obligation of confidentiality, as of the date of disclosure by the Disclosing Party, (ii) publicly known or becomes publicly known through no wrongful act of the Receiving Party, or (iii) independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.
  - (a) Narrative1 Confidential Information. Narrative1 Confidential Information includes, but is not necessarily limited to: (i) the software and associated designs and technologies used by Narrative1 to provide the Website Service; (ii) any business or technical information relating to Narrative1 that is acquired by Customer as a result of use of the Website Service; and (iii) the terms and conditions of this Agreement and any amendments thereto, and the fees payable by Customer to Narrative1 pursuant to the License Agreement, to the extent such terms or fees differ from Narrative1’s standard published terms or fees.
  - (b) Customer Confidential Information. Customer Confidential Information includes, but is not necessarily limited to: (i) Online Content; and (ii) any business or technical information relating to Customer that is acquired by Narrative1 as a result of Customer’s use of the Website Service. Customer acknowledges that Narrative1 may from time to time prepare data products or reports regarding industry activity, by deriving trends and patterns from data gathered through use of the Website Service by Customer and other users. Customer acknowledges that, notwithstanding the other provisions of this Agreement, any such aggregate or derivative reports do not constitute Customer Confidential Information as long as Customer is not named in such reports and data revealed by the reports are not otherwise traceable to Customer or its Users.
  - (c) Obligations Regarding Confidential Information. All Confidential Information of a Disclosing Party shall remain the sole property of the Disclosing Party. The Receiving party agrees to use reasonable efforts to prevent disclosure of the Disclosing Party’s Confidential Information to any third party without the prior written consent of the Disclosing Party, except to agents and subcontractors of the Receiving Party who have a need to know such information in connection with their performance of duties in connection with this Agreement and who are bound by confidentiality obligations with

respect to such information. Notwithstanding the above restrictions on disclosure, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by subpoena or order of a court or other governmental or regulatory body, provided the Receiving Party has given the Disclosing Party reasonable advance notice of such court order in order to allow the Disclosing Party to seek an appropriate protective order when it is lawful to do so. Each party agrees not to use the other party's Confidential Information for any purpose except as contemplated by this Agreement during the term of this Agreement. Each party shall inform its employees who have access to the other party's Confidential Information of the restrictions on use and disclosure of such Confidential Information in this Agreement.

- (d) Security Measures. During the term of this Agreement, Narrative1 will maintain information security systems and processes (collectively, the "Information Security Systems") designed to prevent the loss or misappropriation of Customer's Confidential Information, or the access to Customer's Confidential Information by unauthorized persons. The Information Security Systems will equal or exceed reasonable industry standards.
- (e) Notice of Security Breaches. Each Party will promptly notify the other Party in writing upon discovery of any loss of, unauthorized disclosure of, or unauthorized access to Confidential Information of the other Party, and reasonably cooperate with the Disclosing Party in investigating such breach, attempting to regain control of such Confidential Information, and preventing its unauthorized use.
- (f) Return or Destruction of Confidential Information. In the event that continued use of Confidential Information is no longer necessary for performance of this Agreement, upon request of the Disclosing Party, or upon termination of this Agreement, whichever occurs first, the Receiving Party will, at the option of the Disclosing Party, either promptly return it to the Disclosing Party or destroy it and provide the Disclosing Party with written certification that it has done so.
- (g) Injunctive Relief. Narrative1 and Customer acknowledge and agree that it would be difficult to fully compensate an aggrieved party for damages resulting from the breach or threatened breach of the foregoing provisions of this Section and, accordingly, that the aggrieved party shall be entitled to seek temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce the provisions of this Section. This provision with respect to injunctive relief shall not diminish the aggrieved party's right to claim and recover damages.
- (h) No Competing Service. Customer agrees that, in order to further protect Narrative1's Confidential Information and business interests, during the term of this Agreement and for a period of one (1) year after any termination of this Agreement, Customer will not, either directly or through any affiliated entity, offer services to others that compete with the Website Service. Customer acknowledges that Narrative1 would not enter into this Agreement, or share its Confidential Information with Customer, if this provision were not included in this Agreement.

## 7. Intellectual Property.

- (a) Narrative1 Intellectual Property. As between the parties, Customer acknowledges that all right, title and interest in the Website Service, the software and associated designs and technologies used by Narrative1 to provide the Website Service, and any and all patents, copyrights, service marks, trademarks, trade secrets, or other similar interests associated with the Website Service, are the exclusive intellectual property rights of Narrative1. Customer shall not attempt to access the Narrative1 software, or disassemble, decompile or reverse engineer any of the features or components of the Website Service. Customer

shall preserve and protect all marks, notices or legends pertaining to the origin, identity or ownership of the Website Service and with respect to any data, document, material, screen shots, information or other content derived from the Website Service or the Online Content.

- (b) Customer Intellectual Property. As between the parties, Narrative1 acknowledges that all right, title and interest in and to the Online Content, and any and all patents, copyrights, service marks, trademarks, trade secrets, or other similar interests associated with the Online Content, are the exclusive intellectual property rights of Customer. Narrative1 shall not use Customer's Online Content except as contemplated by this Agreement.

#### 8. Indemnification.

- (a) Indemnification by Narrative1. Narrative1 agrees to defend and indemnify Customer, pursuant to the terms of Section 8 of the License Agreement, for any claim brought by a third party against Customer if such claim is based upon an allegation that the Website Service infringes the copyright of a third party, infringes the rights of a third party under trade secret laws, or infringes the rights of a third party under a patent issued in the United States as of the Effective Date of this Agreement. Such defense and indemnity obligations shall be subject to the same terms, conditions and exception as provided for in Section 8 of the License Agreement with regard to claims covered thereby, which terms, conditions and exceptions are incorporated herein by reference.
- (b) Indemnification by Customer. Customer shall defend, at its expense, any claim, suit or proceeding brought by a third party against Narrative1 if such claim arises out of or is related to the Online Content. Subject to the terms and conditions of this Agreement, Customer shall indemnify Narrative1 for any damages finally awarded against Narrative1 by a court of competent jurisdiction arising in relation to or in connection with such claim (including without limitation attorney fees and costs of such third party to the extent included in such award), or paid by Narrative1 in a settlement of such claim that is approved by Customer. Customer's obligations in this paragraph shall not apply unless (1) Narrative1 notifies Customer in writing promptly after becoming aware of the claim, (2) Customer is given sole control over the defense thereof and Narrative1 cooperates in the defense at the expense of Customer, and (3) Narrative1 does not settle or compromise such Claim without the prior written consent of Customer, which consent shall not be unreasonably withheld. Narrative1 shall have the right to select its own counsel to participate in any such defense at the expense of Narrative1.
- (c) Effect on Service. In the event the continued use of the Website Service by Customer is enjoined as a result of a claim of infringement for which Narrative1 is obligated to indemnify Customer pursuant to paragraph (a) above, Narrative1 will, at its option and expense: (i) procure for the Customer the right to continue using the Website Service; (ii) modify the Website Service so that it is non-infringing or replace the Website Service with a non-infringing service (provided that the modified or replacement service is functionally equivalent in all material respects to the Website Service); or (iii) discontinue providing the Website Service, and refund to Customer any unearned charges for use of the Software and Website Service paid in advance.

#### 9. Warranties and Disclaimers.

- (a) Compliance with Applicable Laws. Narrative1 and Customer represent and warrant to each other that they, and their respective employees, officers, directors and agents will comply with all international, federal, state and local laws statutes, ordinances, rules, regulations and orders applicable and material to this Agreement.

- (b) Performance. Narrative1 warrants that the Website Service will be provided in a professional and workmanlike manner.
  - (c) Business Continuity Plan. Narrative1 warrants that it has a business continuity plan that is intended to facilitate the recovery of the Website Service facilities and the restoration of service to Customer in the event that the Website Service is disrupted.
  - (d) Disabling Code. Narrative1 represents and warrants that it uses commercially reasonable security measures to maintain the Website Service free from malicious code or viruses that may disrupt, damage or interfere with Customer's use of its computer or telecommunications facilities.
  - (e) DISCLAIMER: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NARRATIVE1 MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WEBSITE SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. Limited Liability. The provisions of Section 9 (Limitation of Liability) of the License Agreement are incorporated by reference in this Agreement.
  11. Force Majeure. Narrative1 shall be excused from any failure or delay in the provision of the Website Service or the performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, acts or omissions of Customer or third parties, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, and the impact of software or services not supplied by Narrative1.
  12. Term. This Agreement shall be in effect for the period during which Customer has the right to use the Software, pursuant to the License Agreement. This Agreement will terminate upon any termination of the License Agreement.
  13. Modifications or Amendments. Narrative1 may modify these Terms from time to time, by posting the modified terms to the Website. By continuing to use the Website Service after such modifications are posted to the Website, Customer is deemed to have accepted such modifications. Notwithstanding the above, no modification to these Terms that materially reduce the functionality of the Website Service in effect as of the date of the License Agreement shall be effective until the beginning of the renewal term of the License Agreement that begins more than 90 days after Narrative1 gives Customer notice of such modification.
  14. Publicity. Narrative1 may identify Customer as a user of the Website Service, on Narrative1's website and in other promotional materials. Narrative1 may also issue a press release announcing the relationship between Customer and Narrative1, subject to Customer's reasonable approval of the contents of such press release.
  15. Miscellaneous. The provisions of Sections 15 and 16 of the License Agreement are incorporated by reference in this Agreement.