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(b) On an annual basis, and otherwise on Licensor's written request, Licensee shall conduct a review of its and its Authorized Users use the Software and certify to Licensor in a written instrument signed by an officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:

(i) Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

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(d) If any of the measures taken or implemented under this 6 determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement then:

(i) Licensee shall, within 30 days following the date of Licensor's written notification thereof, pay to Licensor the retroactive Fees for such excess use and, unless Licensor terminates this Agreement pursuant to [Section 6.1\(d\)\(iii\)](#), obtain and pay for a valid license to bring Licensee's use into compliance with this Agreement. In determining the

Licensee Fee payable pursuant to the foregoing, (x) unless Licensee can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder, and continued uninterrupted thereafter, and (y) the rates for such licenses shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).

(ii) If the use exceeds or exceeded the use permitted by this Agreement by more than 33%, Licensee shall also pay to Licensor, within 10 days following the date of Licensor's written request therefor, Licensor's reasonable costs incurred in conducting the audit.

(iii) If the use exceeds or exceeded the use permitted by this Agreement by more than 66%, Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this **Section 6(d)** are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

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(i) for one (1) year following the date set forth on the Order Form; and

(ii) thereafter, solely if Licensee purchases additional support services.

Such support services shall be provided on the terms and conditions set forth at the following URL: <http://www.showingverify.com/support>.

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16. Miscellaneous.

(a) This Agreement is governed by and construed in accordance with the internal laws of the State of Oregon 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 Oregon. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted according to the rules of the Arbitration Service of Portland, Inc. with a single panelist. Arbitration will be held in Lake Oswego, Oregon. The parties agree not to contest the arbitrability of this Agreement. The parties may enforce any arbitral award in a court of competent jurisdiction.

THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.

(b) In no event shall a Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, riot, pandemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this **Section 16(c)**).

(d) This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this **Section 16(e)** is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or

performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form, subscription, and all Annexes, Schedules, and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(j) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

## ANNEX 1

### AUTHORIZED USER TERMS OF USE

These Software Terms of Use ("**Terms of Use**") govern your use of the Real Contrax™ software (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to a software license agreement (the "**Software License Agreement**") between Real Contrax, LLC ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is installed ("**Licensee**").

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**8. Governing Law.** These Terms of Use are governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Oregon.

**SCHEDULE A**

**[THIRD-PARTY SOFTWARE (IF ANY)]**

## SCHEDULE B MAINTENANCE AND SUPPORT

### Service Level Agreement

This Service Level Agreement ("SLA") is entered into between Real Contrax LLC ("Company") and you ("Client") and is effective as of the date the . This SLA sets forth the service levels and support that the Company will provide to the Client in connection with the use of the Real Contrax™ contract forming application ("Software"), a downloadable software solution tailored to realtors.

#### 1. Definitions

- 1.1. **Business Hours**, means Monday through Friday, 9:00 AM to 5:00 PM Central Time, excluding public holidays observed by the Company.
- 1.2. **Downtime**, means the time during which the Online Services, as defined below, are unavailable due to reasons within the Company's control, excluding Scheduled Maintenance, as defined below, force majeure events, or issues caused by Client's actions or third-party services.
- 1.3. **Online Services**, means those features of the Software that require internet connectivity to the Company's servers, such as real-time listing updates, security patches or cloud-based data storage.
- 1.4. **Scheduled Maintenance**, means planned maintenance of the Online Services, announced at least 48 hours in advance via email or the Company's support portal.
- 1.5. **Support**, means technical assistance provided by the Company to the Client for issues related to the Software, including troubleshooting and guidance on usage.

#### 2. Service Scope. The Company provides the following services under this SLA:

- 2.1. **Access to Online Services**. If applicable, the Client will have access to the Software's online features, which may include integration with real estate databases or cloud-based functionalities.
- 2.2. **Technical Support**. Available via phone and email during Business Hours, addressing issues related to Software installation, configuration, and operation.
- 2.3. **Software Updates and Patches**. Provision of updates and bug fixes to ensure the Software remains functional and secure, delivered at the Company's sole discretion.

#### 3. Service Availability

- 3.1. **Standard**. The Company will use commercially reasonable efforts to ensure that the Online Services are available 99% of the time during each calendar month, excluding Scheduled Maintenance.
- 3.2. **Uptime Calculation**. 
$$\text{Uptime \%} = (\text{Total minutes in the month} - \text{Downtime minutes}) / \text{Total minutes in the month} * 100$$
- 3.3. **Exclusions**. Downtime caused by Client's hardware, network, misuse, third-party services, or force majeure events (e.g., natural disasters, cyberattacks beyond reasonable control) is not included in the Uptime calculation.

3.4. **Permissible Downtime.** This target allows approximately 7.2 hours of permissible Downtime per month, providing flexibility for system updates or unforeseen issues.

**4. Scheduled Maintenance**

- 4.1. The Company may perform Scheduled Maintenance on the Online Services to ensure optimal performance.
- 4.2. Maintenance will be conducted during off-peak hours (e.g., late nights) to minimize disruption.
- 4.3. Total Scheduled Maintenance will not exceed 4 hours per month.
- 4.4. The Company will notify the Client at least 48 hours in advance via email or the support portal.

**5. Support Services**

5.1. **Opening Ticket.** The Company will provide Support during Business Hours. Support requests must be submitted via the Company’s designated support channel (e.g., email at [support@realcontrax.com](mailto:support@realcontrax.com) or ticketing system at <http://www.showingverify.com/support>).

**5.2. Issue Severity Levels**

Severity Level	Description
<b>Critical</b>	Issues that render the Software completely unusable (e.g., application crashes preventing access) or cause significant data loss (e.g., corruption of client records).
<b>Major</b>	Issues that significantly impair the Software’s functionality but do not prevent its use (e.g., slow performance affecting listing updates).
<b>Minor</b>	Issues with minimal impact on the Software’s functionality, such as cosmetic errors or feature requests (e.g., incorrect font display).

**5.3. Response Times**

Severity Level	Initial Response Time
Critical	Within 4 Business Hours
Major	Within 8 Business Hours
Minor	Within 24 Business Hours

5.4. **Response Assessment:** An initial response includes acknowledgment of the support request and may include a preliminary assessment or workaround.

- 5.5. **Resolution Efforts:** The Company will use commercially reasonable efforts to resolve issues as soon as possible but does not guarantee specific resolution times, recognizing that complex issues may require extended investigation.
- 5.6. **Out-of-Hours Requests:** Support requests submitted outside Business Hours will be addressed starting the next business day.
- 6. Client Responsibilities.** The Client agrees to:
- 6.1. Provide accurate and complete information when submitting support requests, including error messages, logs, or screenshots.
  - 6.2. Cooperate with the Company's support team, including providing access to relevant systems if necessary for remote assistance.
  - 6.3. Ensure that their hardware, network, and operating environment meet the Software's minimum system requirements, as specified in the Software documentation.
  - 6.4. Refrain from modifying the Software in ways that could affect its performance or security, unless expressly authorized by the Company.
  - 6.5. Failure to meet these responsibilities may result in delayed support or exclusion from SLA commitments.
- 7. Exclusions.** This SLA does not cover:
- 7.1. Issues caused by the Client's hardware, network, or third-party software (e.g., incompatible operating systems or network outages).
  - 7.2. Issues resulting from the Client's misuse, unauthorized modification, or improper installation of the Software.
  - 7.3. Force majeure events, including but not limited to natural disasters, wars, pandemics, or cyberattacks beyond the Company's reasonable control.
  - 7.4. Scheduled Maintenance periods as defined in Section 4.
- 8. Remedies.** If the Company fails to meet the Service Availability commitment (99% Uptime), the Client may be entitled to service credits as follows:
- 8.1. **Credit Calculation:** 5% of the monthly service fee for each 1% below the committed Uptime, up to a maximum of 100% of the monthly fee.
  - 8.2. **Claim Process:** The Client must request credits in writing within 30 days of the incident, providing evidence of the Downtime.
  - 8.3. **Exclusivity:** Service credits are the Client's sole and exclusive remedy for any failure by the Company to meet the service levels set forth in this SLA. No additional refunds, damages, or other remedies will be provided.
- 9. Limitation of Liability**
- 9.1. The Company's total liability under this SLA shall not exceed the fees paid by the Client for the Services in the twelve (12) months preceding the claim. In no event shall the Company be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, even if advised of the possibility of such damages.
- 10. Data Security**
- 10.1. The Company will implement reasonable security measures to protect the Client's data processed by the Online Services, in accordance with industry standards. However, the Company does not guarantee that the Services will be

completely secure or free from unauthorized access. Data protection obligations are further detailed in the separate Privacy Policy agreement.

**11. Term and Termination**

11.1. This SLA is effective for the duration of the Client's active subscription to the Services. Either party may terminate this SLA upon written notice if the other party materially breaches the agreement and fails to cure such breach within 30 days. The Company may also terminate the SLA if the Client fails to pay applicable fees.

**12. Governing Law**

12.1. This SLA shall be governed by and construed in accordance with the laws of Oregon, without regard to its conflict of law principles.