

## SMARTFABRIC<sup>SM</sup> TRIAL AGREEMENT

BY CLICKING THE ACCEPTANCE BUTTON ON THE ONLINE ORDER FORM FOR THE INFORMATION (DEFINED BELOW) OR ACCESSING OR USING THE INFORMATION, YOU (“COMPANY”) EXPRESSLY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SMARTFABRIC TRIAL AGREEMENT (THIS “AGREEMENT”).

1. **Test License Grant.** During the Test Period (defined below) and subject to the terms and conditions of this Agreement, LightBox Parent, L.P. (“LightBox”) hereby grants a limited, non-exclusive, non-assignable and non-transferable right and license (“License”) to Company to use the data set forth on the Online Order Form (“Information”) solely for the purpose of evaluating the Information (the “Purpose”). Company shall be responsible for obtaining, installing and maintaining the equipment necessary to test the Information. The License rights granted hereunder are intended to be construed narrowly and all rights not expressly granted herein are reserved to LightBox.

2. **DISCLAIMERS; LIMITATIONS ON LIABILITY.** THE INFORMATION IS PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND LIGHTBOX AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE INFORMATION, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF THE INFORMATION, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. NEITHER LIGHTBOX NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT INFORMATION IS COMPLETE OR FREE FROM ERROR. LIGHTBOX, ITS SUBSIDIARIES, AFFILIATES AND ITS THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM AND DO NOT ASSUME ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE INFORMATION, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE.

IN NO EVENT SHALL LIGHTBOX OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO COMPANY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INFORMATION, EVEN IF LIGHTBOX OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. **Term of Test License.** The term of the License shall be for a period of thirty (30) days from the date the Information is downloaded by Company (“Test Period”). LightBox reserves the right to terminate this Agreement prior to the end of the Test Period at its sole discretion. Upon expiration of the Test Period or termination of this Agreement, the License shall be terminated in all respects, Company shall immediately cease all use of the Information and Company will immediately delete or destroy all originals and copies of the Information and upon request, provide a certification to LightBox thereof. The following Sections of this Agreement shall survive the expiration of the Test Period and/or the termination of this Agreement: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

4. **Restrictions.** Company may not make any commercial or production use of the Information whatsoever. Company may not copy or otherwise reproduce any part of the Information, except to the extent necessary for Company to adequately make use of the License in accordance with the rights granted in Section 1 solely for the Purpose. Company will not permit any other Person to access or copy any portion of the Information for any purpose whatsoever. For purposes of this Agreement, “Person” means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof, or any other entity. Company shall not remove any copyright or other proprietary notices from the Information.

5. **Security.** Company will implement and maintain security measures with respect to the Information in Company's possession that effectively restrict access to the Information only to users within its organization with a need to know such Information for the Purpose, and protect the Information from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those Company employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, Company shall notify LightBox within 24 hours.

6. **Audit.** Upon LightBox's written request, Company shall provide LightBox (i) reasonable information relating to the usage and distribution of the Information and (ii) a written certification of a duly authorized officer of Company that Company is in compliance with the terms of this Agreement (including without limitation any terms relating to limitations on the usage and distribution of the Information). Additionally, LightBox (and LightBox's representatives and third-party suppliers of data included in the Information), on reasonable prior notice, during the Test Period and for the one (1) year period following the termination or expiration of this Agreement may periodically examine, inspect and audit Company's systems and records with respect to matters covered by this Agreement.

7. **Copyrights and Other Proprietary Rights.** The Information is proprietary to LightBox, its subsidiaries, affiliates or third party suppliers and may include copyrighted works, trade secrets, or other materials created by LightBox, its subsidiaries, affiliates or third party suppliers at great effort and expense. Company will not contest the validity or LightBox's (or its subsidiaries', affiliates' or third party suppliers') ownership of, or impair the value of the Information in any way.

8. **Assignment.** To the extent that the Information is owned by or licensed to, any affiliate of LightBox, LightBox will cause such affiliate to provide such Information to Company in accordance with and subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, LightBox shall be solely responsible for the Information, and Company's sole recourse with respect to the Information shall be against LightBox, subject to, and in accordance with the terms, provisions and limitations set forth herein.

Company may not assign any of its rights or obligations under this Agreement. All attempted assignments of rights or obligations are void. LightBox may assign this Agreement or assign or delegate any of its rights, duties or obligations hereunder to any affiliate of LightBox without notice to Company. In addition, LightBox may assign this Agreement to any third party in the event of merger, reorganization, sale of all or substantially all of LightBox's assets, change of control or operation of law. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns.

9. **Confidentiality.** Company agrees to keep confidential all Confidential Information (defined below) disclosed to it by LightBox in accordance herewith, and to protect the confidentiality thereof, in the same manner in which Company protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). For purposes of this Agreement, "Confidential Information" means information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by Company to be, proprietary or confidential. Confidential Information does not include information that: (i) is publicly available information or generally becomes available to the public without violation of any obligation of confidentiality or non-disclosure obligation; (ii) was already in possession of Company prior to the date of download by Company; or (iii) was or is provided to Company by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, Company acknowledges and agrees that the Information constitutes Confidential Information of LightBox. Company further acknowledges and agrees that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Information, or copies of any portions thereof, will (i) substantially diminish the value the intellectual property in the Information and (ii) render LightBox's remedy at law for such unauthorized use, disclosure, or transfer inadequate. Company agrees that money damages would not alone be a sufficient remedy for any breach or threatened breach of this Agreement by Company, and that in addition to all other remedies, LightBox shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Company agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

10. **Governing Law.** This Agreement and the rights and obligations of the parties under this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without giving effect

to any choice or conflict of law provision or rule. Company agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to this Agreement shall be the federal and state courts located in the State of Delaware. Company submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event LightBox employs attorneys to enforce any right arising out of or relating to this Agreement, Company shall reimburse LightBox its reasonable attorneys' fees and costs.

**11. Terms Required by Third Party Suppliers.** HERE Technologies and Black Knight, Inc. are third party suppliers of data and information included in the Information that require LightBox to flow down additional terms and attribution requirements to Company. These third party supplier terms are subject to change at such third party supplier's discretion and new third party providers are added from time to time. Such additional terms and attribution requirements from HERE and Black Knight are available at <https://www.lightboxre.com/thirdpartyterms>. Company's use of the Information constitutes Company's agreement to be bound by these additional terms which are incorporated herein by reference.

**12. Miscellaneous.** Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement to the extent necessary to comply with law. The relationship between Company and LightBox is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other. This Agreement constitutes the sole and entire agreement between Company and LightBox regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein. This Agreement may not be altered, amended or modified except by a written amendment signed by LightBox and Company. No waiver of any condition, term or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.

[END OF AGREEMENT]