Last Revised: 07-23-2026

LIGHTBOX LIVE TERMS AND CONDITIONS

By registering for an account, checking the box indicating that you have read and agree to these terms and conditions (the "Agreement"), clicking the acceptance button, purchasing a subscription, or otherwise accessing or using LightBox Live and any related services, functionality or features made available by Provider (collectively, the "Services"), you agree to be bound by the Agreement, pursuant to which LightBox Parent, L.P. ("Provider") licenses the Services to you.

You acknowledge that checking the acceptance box and submitting your registration constitutes your electronic signature and your agreement to enter into the Agreement electronically.

If you are accessing or using the Services as an employee, contractor, or other authorized user of an entity that has entered into a separate written agreement with Provider governing the Services, then such separate agreement shall govern and control your access to and use of the Services, and the Agreement shall not apply to the extent of any inconsistency.

1. Definitions and Interpretation.

1.1 Definitions. The following terms used in the Agreement have the meanings provided below, and other terms are defined in the body of the Agreement:

(a) "Affiliate" means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

(b) "Fees" means all subscription fees, renewal fees and other amounts payable for access to any paid portion of the Services.

(c) "Input Data" means all data, documents, information, content, prompts, requests, instructions, queries, files, materials and other content that is provided, submitted, uploaded, transmitted, generated, extracted, identified, selected, or otherwise made available by you or through your use of the Services, including any outputs, annotations, extractions, classifications, metadata or other information generated by or at your direction through the Services.

(d) "Provider Data" means certain data or information owned by Provider or any of its Affiliates or licensed to Provider or any of its Affiliates and to be provided through the Services to you. Provider Data includes information portrayed or rendered in any manner, including without limitation maps, data, analysis, and images of any kind.

2. Term and Termination.

2.1 Term. The term of the Agreement shall commence on the date you register for or first access the Services and shall continue until terminated in accordance with the Agreement (the "Term"). Your right to access and use any paid portion of the Services is limited to the applicable subscription period purchased by you (including any renewal subscription periods), unless earlier terminated in accordance with the Agreement. Provider may terminate the Agreement, or suspend or discontinue all or any portion of the Services, at any time in its sole discretion upon notice to you, which may be provided by email or through the Services. Termination shall be effective upon delivery of such notice unless otherwise stated by Provider. If Provider terminates your paid subscription for convenience and not as a result of your breach of the Agreement, Provider will refund any prepaid Fees allocable to the unused portion of your then-current subscription period. No prorated refund will be provided if your paid subscription is terminated as a result of your breach

of the Agreement. Upon expiration or termination of the Agreement or your right to access the Services, (i) your right to access and use the applicable Services shall immediately terminate in all respects, (ii) access to the Services will immediately and automatically be disabled and terminated without notice to you, and (iii) you shall immediately cease all use of the Services, and shall immediately delete or destroy all originals and copies of any data or information obtained from the Services and upon request, provide a certification to Provider thereof. The Services incorporate certain elements of other LightBox products. Accordingly, use of the Services is also subject to the applicable terms of use, which are available at: https://www.lightboxre.com/additionaltermsofuse/.

2.2 Sections Surviving Termination. The provisions of Sections 1, 2.1, 2.2, 3.3-3.6, 4 (to the extent of any payment obligations accrued prior to termination or provisions that by their nature survive), 5, 7–17 of the Agreement shall survive any termination or expiration of the Agreement.

3. Use.

3.1 Permitted Use. Subject to your compliance with the Agreement, Provider grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license during the Term to access and use the Services solely for your internal business purposes ("Permitted Use"). Provider may make all or portions of the Services available without charge on a trial, evaluation, promotional or other no-fee basis. Upon expiration of any such trial, evaluation, promotional or other no-fee access period, your right to continue using any portion of the Services for which Provider charges a fee shall automatically terminate unless, prior to such expiration, you purchase the applicable subscription or other paid access through Provider's online purchasing process and pay the applicable Fees. Upon payment of all applicable Fees, Provider grants you the right to continue accessing and using the applicable paid Services during the applicable subscription term, subject to the Agreement.

The Services are offered solely for use by businesses acting for commercial purposes. By registering for, accessing, or using the Services, you represent and warrant that: (a) you are registering for and using the Services in connection with the business or other legal entity identified by you during the registration process; (b) you are authorized by such business or other legal entity to access and use the Services in connection with the services you provide to such business or legal entity; and (c) the Services will be used solely for the internal business purposes of such business or legal entity and not for personal, family, or household use. Provider reserves the right to require reasonable verification of your business affiliation and may suspend or terminate access to the Services if Provider determines, in its reasonable discretion, that you do not satisfy the foregoing eligibility requirements or have provided false or misleading registration information.

3.2 Restrictions. The Permitted Use does not, under any circumstance, include any of the following:

(i) using the Services except as expressly permitted in the Agreement;

(ii) accessing or using the Services if you are a direct or indirect competitor of Provider or any of its Affiliates;

(iii) providing any portion of the Services to any direct or indirect competitor of Provider or any of its Affiliates;

(iv) using the Services in a manner that violates applicable law or any third-party's privacy rights or intellectual property rights;

(v) using the Services to create a similar or competitive product or service to the Services (or any portion thereof) or to gather any information for a competitor or potential competitor of Provider or any of its Affiliates;

(vi) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever (unless this restriction is not permitted under applicable law);

(vii) in any way reproducing or circumventing the integration system, encryption methods, copy protections, navigational structure or presentation of the Services or the data contained therein;

(viii) permitting direct or indirect access to or use of the Services in a way that circumvents contractual obligations or usage limits, or using the Services to access or use any Provider intellectual property except as permitted under the Agreement;

(ix) using or combining the Services (including any Provider Data) with any other material or otherwise that may subject the Services (or any Provider Data) to any open source software, open content, open database licenses or other resembling terms where such licenses or terms would (a) cause the disclosure or distribution of the Services or Provider Data (or any part thereof); (b) grant any licenses to any derivative works of any Services or Provider Data (or any part thereof); (c) cause redistribution of the Services or Provider Data (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (d) otherwise restrict or impact the licensing or other use of the Services or Provider Data (or any part thereof);

(x) using robotic mechanisms, web crawlers, spiders, search engines, artificial or software based searches or any other form of manual or automated data collection processes, or engaging in data mining or screen scraping to access the Services or any of the data contained therein;

(xi) using or accessing the Services in a manner that (in Provider's sole judgment) threatens or violates the security, integrity or availability of the Services; provided, however, Provider will use commercially reasonable efforts under the circumstances to provide you with notice and an opportunity to remedy such violation or threat prior to such suspension;

(xii) using the Services to engage in any activity that may result in unlawful bias or discrimination of an individual or group of individuals;

(xiii) using, reproducing, incorporating, training, fine-tuning, transferring to, or combining in any way, the Services or any other data, material or any other information contained in, or provided in or through the Services, with any artificial intelligence or machine learning system, or other similar software techniques or systems whatsoever, including but not limited to large language models, generative AI systems, or neural networks, whether now known or developed or devised at any time during the Term; or

(xiv) uploading, submitting or otherwise providing through the Services any Social Security numbers, government-issued identification numbers, financial account information, protected health information, or other highly sensitive personal information, unless expressly requested or permitted by the Services.

3.3 Input Data. You represent and warrant that you own, control, or otherwise have all rights, permissions, consents and authorizations necessary to provide the Input Data to Provider and to grant Provider the rights and licenses set forth in the Agreement, including with respect to any information, data or content generated, extracted, processed, derived or otherwise created through your use of the Services. You acknowledge and agree that you shall be responsible in the event that any damage or loss of any kind results from your provision of Input Data. Without limiting the foregoing, you shall defend, indemnify, and hold harmless Provider and its Affiliates and their respective partners, members, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees), arising from or relating to your provision of the Input Data, including any claim that the Input Data or Provider's use thereof in accordance with the terms of the Agreement infringes, violates or misappropriates a third-party's contractual rights, intellectual property rights or trade secret or violates any contract or obligation to which you are bound.

3.4 Use of Input Data. Provider will use the Input Data to perform its obligations under the Agreement; provided that you grant Provider and its Affiliates a perpetual, non-exclusive, royalty-free license to use the Input Data to provide, operate, maintain, support and improve the Services, and in anonymized form (such that neither you nor the source of the Input Data is identifiable), the Input Data and any information, metadata, analyses, summaries, insights, extractions, classifications or other materials derived from, generated from, based upon or resulting from the Input Data (i) for Provider and its Affiliates' internal business purposes (including without limitation consistent with business operations and product development); and (ii) to create, publish, sell, license, market, distribute and use derivative products ("Derivatives"). Any Input Data which has been anonymized by Provider or any of its Affiliates shall not, after such

anonymization, be considered Input Data or your Confidential Information (as defined below), and you shall have no further rights therein. You will not claim any ownership interest in, or right to use any Derivative, nor will you contest Provider or any of Provider's Affiliates' ownership interest in any Derivative. You further agree that (x) Provider or the applicable Provider Affiliate will maintain exclusive ownership and rights in each Derivative, and (y) the Agreement will not be construed to vest in you any rights with respect to any Derivative.

3.5 Feedback. You may provide comments, feedback, suggestions or ideas about the Services, including without limitation about how to improve the Services ("Feedback"). Provider and its Affiliates may use the Feedback without obligation to you, and you hereby irrevocably assign to Provider and its Affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein.

3.6 No Other Rights. As between you and Provider, Provider shall own all right, title, and interest (including all intellectual property rights and other proprietary rights embodied therein) in and to the Services and no part thereof shall be considered a "work made for hire" or a work made in the course of employment. You agree not to contest or challenge Provider or its third-party suppliers' ownership of the Services and associated intellectual property rights, and shall not take any action that would infringe, misappropriate, constitute unfair competition with respect to, or otherwise violate Provider's ownership of or rights in the underlying structure, organization, and code of the Services (including the Provider Data). The products and services provided by Provider are the valuable trade secrets and Confidential Information of Provider, its third-party suppliers and/or its Affiliates. Provider will own all rights in any copy, translation, modification, adaptation, or derivation of the Services. You will obtain, at Provider's request, the execution of any instrument that may be appropriate to assign these rights to Provider or perfect these rights in Provider's name. Except for the rights expressly granted under the Agreement, Provider and its third-party suppliers and its Affiliates retain all right, title, and interest in and to the Services, including without limitation all related intellectual property rights inherent therein. No rights are granted to you other than as expressly set forth in the Agreement. You hereby confirm and acknowledge that (i) you are entering into the Agreement in the course of your business, trade, or profession, and (ii) you will not use the Services for any personal, family or household purposes. Accordingly, the rights and remedies available to consumers under applicable consumer protection laws shall not apply to you, the Services or the Agreement.

3.7 Modifications. You agree that your use of the Services is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Provider regarding future functionality or content. You agree that Provider may make changes to the Services over time for any reason, without limitation, and that Provider may not continue to provide or support older versions of the Services. Without limiting the foregoing, in order to comply with applicable laws, to respond to requests or demands of a government or regulatory entity or concerning third-party privacy or intellectual property rights or to mitigate an emergency or threat to Provider's operations, Provider may change, discontinue, limit or remove functionality of the Services at any time. The sources from which Provider collects Provider Data and the information available from such sources may change from time to time. As a result, items of Provider Data may change from time to time. In the event the Provider Data includes third-party data and Provider's agreement with such third-party for such third-party data is terminated, the Provider Data shall cease to include such third-party data, and Provider shall not be deemed to be in breach of the Agreement.

3.8 Passwords. Any username and password issued to you for access to the Services is personal to you and you are obligated to keep the username and password confidential and may not share the username or password with any third-party. You shall safeguard and protect all profiles and passwords from disclosure or unauthorized use. You shall immediately notify Provider if any third-party gains or has the potential to gain access to your password, and shall be fully responsible for any and all activities that occur under your password, whether conducted by you or a third-party.

3.9 Terms Required by Third-Party Suppliers. Certain third-party suppliers require Provider to flow down additional terms and attribution requirements to you ("Third-Party Terms"). These third-party supplier terms are subject to change at such third-party's discretion and new third-party suppliers are added from time to time. Such Third-Party Terms are available at https://www.lightboxre.com/thirdpartyterms/. Your use of the Services constitutes your agreement to be bound by these Third-Party Terms (including the changes and additions described in this Section 3.9) which are incorporated herein by reference.

4. Paid Services; Fees and Renewals.

4.1 Paid Services. Certain Services or functionality may require payment of applicable Fees. Following the expiration of any trial, evaluation, promotional or other no-fee access period, continued access to any paid portion of the Services requires your purchase of the applicable subscription or other paid access through Provider's online purchasing process and payment of the applicable Fees. If you elect to purchase a subscription or other paid access to any portion of the Services, you agree to pay the applicable Fees displayed during Provider's online purchasing process.

4.2 Payment. All Fees are payable in advance through Provider's designated online payment system. By submitting your payment information, you authorize Provider (or its designated payment processor) to charge the applicable Fees, including any renewal Fees, to your selected payment method.

4.3 Taxes. You are responsible for all applicable sales, use, value added, goods and services, withholding and similar taxes, duties and governmental charges arising from your purchase or use of the paid Services, other than taxes based on Provider's net income.

4.4 Renewals. Unless you cancel your subscription before the end of the then-current subscription period, your subscription will automatically renew for successive subscription periods of the same duration (unless otherwise specified at the time of purchase). By maintaining your subscription, you authorize Provider (or its designated payment processor) to charge the applicable renewal Fees, at the rates then in effect, to your selected payment method.

5. Disclaimers; Limitation of Liability. THE SERVICES ARE PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND PROVIDER 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 SERVICES, 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 SERVICES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT BETWEEN YOU AND PROVIDER. NEITHER PROVIDER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR. PROVIDER, ITS SUBSIDIARIES, AFFILIATES AND 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 SERVICES, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE.

CERTAIN FEATURES OF THE SERVICES MAY GENERATE CONTENT, ANALYSES, SUMMARIES, INSIGHTS, RECOMMENDATIONS OR OTHER OUTPUTS USING ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING TECHNOLOGIES. SUCH OUTPUTS ARE GENERATED ALGORITHMICALLY, MAY BE INACCURATE, INCOMPLETE OR OUTDATED, AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT STATEMENTS OF FACT, GUARANTEES OR PREDICTIONS AND SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR ANY LEGAL, FINANCIAL, INVESTMENT, LENDING, UNDERWRITING, INSURANCE, ENVIRONMENTAL OR OTHER BUSINESS DECISION. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AND VERIFYING ANY SUCH OUTPUT BEFORE RELYING UPON OR USING IT.

IN NO EVENT SHALL PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY 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 SERVICES, EVEN IF PROVIDER HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO PROVIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IF YOU HAVE NOT PAID

ANY FEES TO PROVIDER, PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US $100).

6. **Export Law Assurances**. You understand that the Services are or may be subject to export control laws and regulations. YOU MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE SERVICES OR ANY TECHNICAL OR OTHER DATA PROVIDED IN CONNECTION THEREWITH OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NEITHER THE SERVICES NOR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. YOU HEREBY AGREE TO THE FOREGOING AND REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

7. **Provider Indemnification**. Subject to the terms of the Agreement, and provided that you are not in unremedied default under the Agreement, Provider will defend you against any claim by a third-party that your use of the Services in accordance with the Agreement constitutes infringement of that party's U.S. patents or copyrights issued and existing as of the date you register for the Services, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Provider pre-approves in writing, including reasonable attorneys' fees, provided that you promptly notify Provider in writing of any such claim, provide Provider reasonable cooperation, information, and assistance in connection with such claim, and consents to Provider's sole control and authority with respect to the defense, settlement or compromise of the claim. Provider will not be obligated under this Section 7 to the extent the infringement results from: (i) a combination of the Services with devices or products not provided by Provider; (ii) use of the Services in applications, business environments or processes for which they were not designed or contemplated; (iii) modifications that you make to the Services; or (iv) use of the Services not in accordance with the Agreement and you shall indemnify and hold harmless Provider and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (i) through (iv) (inclusive) above. This Section 7 states Provider's sole obligations, and your sole remedies, in connection with intellectual property infringement claims.

If Provider reasonably believes the Services are or may be subject to an infringement claim, or if a court of competent jurisdiction enjoins your use of the Services as a result of an infringement claim, Provider may, at its expense and discretion: (i) procure for you the right to continue using the Services; (ii) modify the Services to make them non-infringing; or (iii) replace the Services with a non-infringing functional equivalent. If none of these options is reasonably available, Provider may terminate your access and use of the allegedly infringing Services and refund to you the Fees paid for the Services, adjusted from the effective date of such termination for that portion of the Fees attributable to the remaining portion of the Term.

8. **Assignment**. You shall not be permitted to assign or delegate any rights or obligations under the Agreement. Provider may assign the Agreement or assign or delegate any of its rights, duties, or obligations under the Agreement to any Affiliate of Provider without notice to you. In addition, Provider may assign the Agreement to any third-party in the event of merger, reorganization, sale of all or substantially all of Provider's assets, change of control or operation of law. The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns.

9. **Governing Law; Jurisdiction; Class Action Waiver**. The Agreement and the rights and obligations of the parties under the 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. You agree that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to the Agreement shall be the federal and state courts located in the State of Delaware. You submit to the exclusive venue and jurisdiction of such courts, agree that you will not bring any suit or judicial proceeding in any forum other than such courts, and agree not to assert any objection

that you may have to the venue or jurisdiction of such courts. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, you shall reimburse Provider its reasonable attorneys' fees and costs. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS IN ACCORDANCE WITH THIS SECTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST PROVIDER, WHETHER THROUGH A COURT OR ARBITRATION. Any dispute resolution proceeding shall be conducted only on an individual basis in accordance with this Section, and you shall not seek to bring or join claims on behalf of a class or as part of a collective action.

10. **Headings Not Controlling**. Headings used in the Agreement are for convenience only and shall not be considered in construing or interpreting the Agreement.

11. **Severability**. 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 the Agreement to the extent necessary to comply with law.

12. **Entire Agreement**. The Agreement constitutes the sole and entire agreement between you and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements (including those with Affiliates of Provider), representations, and warranties, both written and oral, regarding the subject matter herein. The United Nations Convention for the International Sale of Goods is expressly excluded.

13. **Amendments; Waiver**. Provider may update or modify the Agreement from time to time by posting a revised version on the applicable website or within the Services. Unless otherwise stated, any modifications will be effective as of the date they are posted. Your continued access to or use of the Services after the effective date of any modification constitutes your acceptance of the modified Agreement. No waiver of any condition, term or provision of the 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.

14. **Advice of Legal Counsel**. Each party acknowledges that it has had the opportunity to seek advice of legal counsel of its choice regarding the Agreement. By registering for an account and checking the acceptance box, you acknowledge that you have read and understand the Agreement and agree to be bound by its terms. The Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

15. **Cumulative Remedies**. All rights and remedies of the parties under the Agreement are cumulative and not exclusive of any other rights or remedies provided by law, equity, or otherwise. The exercise or partial exercise of any right or remedy shall not preclude or limit the exercise of any other right or remedy available under the Agreement or applicable law.

16. **Notices**. All notices, requests, demands, claims, and other communications under the Agreement shall be in writing and delivered by email or, in the case of notices from Provider to you, through the Services. Notices shall be deemed given upon transmission or posting, as applicable, provided that no automated notice of non-delivery is received by the sender. If a notice is sent after 5:00 p.m. recipient's local time, such notice shall be deemed given on the next business day.

(i) Provider. All notices to Provider shall be sent to lightboxlegal@lightboxre.com.

(ii) You. All notices to you shall be sent to the email address associated with your registration for the Services and may also be provided through the Services, including by posting within the Services, through an in-application notification, or upon login.

Provider may change the email address to which notices to Provider are to be delivered by providing notice in accordance with this Section 16. You are responsible for maintaining current and accurate contact information associated with your registration and for regularly reviewing notices provided through the Services.

17. **Confidentiality**. "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 the receiving party to be, proprietary or confidential. You shall be liable for any breach of the confidentiality and use obligations in the Agreement. The parties

agree that all Confidential Information shall be considered confidential, and the receiving party shall not, either during or after the Term reveal to any person, firm or corporation, nor use to its own advantage, any Confidential Information acquired in the course of performing its obligations under the Agreement, except when such disclosure is required by law, including without limitation, by subpoena or similar legal process; provided, that receiving party gives, to the extent allowed by law, disclosing party notice in a reasonable amount of time prior to receiving party's disclosure of Confidential Information to allow disclosing party to protect its proprietary interest therein, and the receiving party shall minimize such disclosure and consult with and assist disclosing party in obtaining a protective order prior to such disclosure. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement or as otherwise permitted under the Agreement.

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; provided, however, that Services will remain Confidential Information notwithstanding any portion of the Services being sourced from the public domain; (ii) was already in possession of the receiving party prior to the Commencement Date; or (iii) was or is provided to the receiving party by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, you acknowledge and agree that the Services and the Agreement constitute Confidential Information of Provider. Each of the parties acknowledges that any use or disclosure of Confidential Information in violation of the Agreement will cause irreparable injury to the disclosing party for which other remedies at law would be inadequate, and each of the parties agrees that a disclosing party shall have the right to seek and obtain injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of Confidential Information in violation of the Agreement, and may also exercise such other rights and remedies as the disclosing party may have at law or in equity. Upon termination or expiration of the Agreement, each party shall permanently return or destroy all Confidential Information of the disclosing party in its possession or control. The obligations in this Section 17 to return or destroy Confidential Information shall not apply to: (i) Confidential Information which has been created pursuant to automatic IT back-up or internal disaster recovery procedures, (ii) the retention of Confidential Information to comply with applicable record retention policies, law, rule, regulation or any competent judicial, governmental, supervisory or regulatory body, and (iii) documentation prepared in connection with the licensing or evaluation of the Services; provided that the Confidential Information described in clauses (i), (ii) and (iii) shall remain subject to the confidentiality provisions hereof.

[END OF THE AGREEMENT]