SERVICES TERMS AND CONDITIONS

("Terms and Conditions")

By placing an order for LightBox Parent, L.P. ("Provider") products, reports and/or services ("Services"), you ("CLIENT") agree to the terms and conditions herein as well as the order form ("Service Request Form") associated with the order (together, the "Agreement"). If CLIENT and Provider have executed a separate service agreement, such service agreement shall be the exclusive terms and conditions regarding your purchase of Services

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

The individual placing an order for Services on behalf of an organization or company has the legal right to bind such organization or entity to this Agreement. CLIENT should print and retain a copy of these Terms and Conditions. If you have any questions about these Terms and Conditions, please contact your Provider representative.

Section 1 - Use of the Services

1.1 Use of Services. CLIENT may use the Services solely for internal use or to provide its clients with environmental reports or property condition reports containing information derived from certain of the Services as part of CLIENT's regular business operations. CLIENT may make copies of Services solely as necessary to fulfill CLIENT's obligations to the client for whom CLIENT requires the Services to perform its own services to such client. CLIENT shall not use the Services in a manner that violates applicable law. Except as specifically permitted herein, CLIENT shall not copy, sell, transfer, rent, lease, license, assign, publish, distribute, disseminate, place on any Internet site, allow access to or convey any portion of any Services provided to CLIENT. CLIENT shall not use the Services to compete with any products or services offered by Provider. Without limiting the foregoing, CLIENT shall not use Services to create a database of environmental information, real estate information or property condition information for itself or for any third-party. CLIENT may not use, reproduce, transfer to, or combine 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 neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the date of the Service Request Form.

1.2 No Modification or Alterations. CLIENT will not, without the prior written consent of Provider, modify any of the Services in any way, unless the Service is specifically designed with such modification features. Without limiting the foregoing, CLIENT may not make any edits to modify, move, remove, edit or obscure any disclaimers, trademark notices, copyright notices or trademark or copyright symbols in any of the Services.

1.3 Terms Required by Third-Party Suppliers. Certain third-party suppliers require Provider to flow down additional terms and attribution requirements to CLIENT. These third-party supplier terms are subject to change at such third-party's discretion and new third-party providers are added from time to time. Such additional terms and attribution requirements are available at https://www.lightboxre.com/thirdpartyterms/. CLIENT's use of the Services constitutes CLIENT's agreement to be bound by these additional terms

1.4 Rights Reserved. CLIENT acknowledges that the Services, including without limitation, any reports included in the Services are proprietary to Provider, and may contain copyrighted material of Provider. All rights of Provider as to the Services are reserved. CLIENT covenants that it shall use the Services only for the uses contemplated by this Agreement and it shall preserve and protect the Services from unauthorized use and/or disclosure, as CLIENT normally treats its own information of like character. If at any time CLIENT learns of or suspects any unauthorized copying of the Services or infringement of Provider's trademarks or copyrights by third parties, CLIENT shall promptly notify Provider. Provider will take all actions that it deems necessary, in its sole discretion, to protect its rights in the Services (and any portion thereof) and Provider's trademarks and copyrights. CLIENT will cooperate with

Provider, at Provider's expense and reasonable request, in taking such actions. Any proceeds from such actions shall be solely for the account of Provider.

1.5 Feedback. In the event CLIENT or any of its users submit comments, feedback, suggestions or ideas about the Services, including without limitation about how to improve such Services or any other products or services of Provider or any of its affiliates ("Feedback"), CLIENT and its affiliates may use the Feedback without obligation to CLIENT or any user, and CLIENT and each user hereby irrevocably assigns to Provider and its affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein.

1.6 No Updates. Unless subject to a separate and subsequent order, no updates to any reports included in the Services will be provided.

1.7 Software. In the event the Services include a license and subscription to Provider's PARCEL software ("PARCEL"), in addition to the terms set forth in the main body of this Agreement, the terms set forth on Attachment 1 hereto and made a part hereof additionally apply with respect to PARCEL and CLIENT's use thereof.

Section 2 – Representations and Limitations

2.1 Representations and Disclaimer of Warranties. Provider represents and warrants that it shall perform the Services in a professional and workmanlike manner. The information and data provided through the Services is obtained from a variety of public and other sources reasonably available to Provider. It cannot be concluded from any report included in the Services that coverage information for the target, subject and surrounding properties does not exist from other sources. The Services and each report included in the Services is provided on an "AS IS", "AS AVAILABLE" basis. Any analyses, estimates, rating or risk codes provided in any report included in the Services are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only an assessment performed by a qualified environmental professional can provide findings, opinions or conclusions regarding the environmental risk or conditions in, on or at any property. Nothing included in the Services is a replacement for a property or building inspection. Additionally, the information included in the Services is not to be construed as legal advice.

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 THIS AGREEMENT, THE SERVICES OR ANY OF THE DATA AND INFORMATION PROVIDED IN THE SERVICES OR THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, 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 OR ANY OF THE DATA AND INFORMATION PROVIDED IN THE SERVICES OR THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. NEITHER PROVIDER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT THE SERVICES OR DATA AND INFORMATION PROVIDED IN 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 DATA AND INFORMATION PROVIDED IN THE SERVICES, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE. PROVIDER DOES NOT GIVE ANY WARRANTY THAT ACCESS TO AND OPERATION OF THE SERVICES WILL BE ERROR-FREE OR WITHOUT INTERRUPTION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO THEIR ENGAGEMENT HEREUNDER, AND THAT CLIENT'S USE OF AND PROVIDER'S PROVISION OF, THE SERVICES MAY NOT RESULT IN ANY SPECIFIED RESULT. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE SERVICES IS INTENDED TO BE INFORMATIVE, AND SHOULD NOT BE CONSTRUED AS ADVICE OR RECOMMENDATIONS.

ACCORDINGLY, PROVIDER (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES, AFFILIATES AND THIRD-PARTY SUPPLIERS) HEREBY DISCLAIMS, AND CLIENT HEREBY EXPRESSLY RELIEVES PROVIDER, ITS SUBSIDIARIES, AFFILIATES AND THIRD-PARTY SUPPLIERS FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY CLIENT BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA THE SERVICES. NO EMPLOYEE, AGENT, OR OTHER REPRESENTATIVE OF PROVIDER OR ANY OF ITS SUBSIDIARIES OR AFFILIATES HAS ANY AUTHORITY TO BIND PROVIDER WITH RESPECT TO ANY STATEMENT, REPRESENTATION, WARRANTY, OR OTHER EXPRESSION NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

2.2 Limitations of Damages. IN NO EVENT SHALL PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS BE LIABLE TO CLIENT 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 THIS AGREEMENT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THE SERVICES, EVEN IF PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT FOR THE SERVICES.

Section 3 – Fees

3.1 Payment of Fees. The fees for the Services are stated on the Service Request Form under which an order is placed by CLIENT to Provider in relation to the Services. All fees and other payments pursuant to this Agreement shall be in U.S. Dollars. All invoices are due and payable upon receipt by CLIENT. All fees are non-refundable. All fees shall be paid in full without any right of set-off or deduction. Provider may accept any payment without prejudice to its rights to recover the balance due or to pursue any right or remedy. No endorsement or similar statement on any payment shall be construed as an accord or satisfaction. If any fees or other amounts payable by CLIENT hereunder are not paid when due, Provider reserves the right to charge a finance charge on the overdue amounts at a rate of 1.5% per month (compounded monthly to the extent allowable by law), until paid. CLIENT shall reimburse Provider for all reasonable costs and expenses incident to the collection of overdue amounts hereunder, including without limitation reasonable attorneys' fees. In addition to the fees for the Services, Provider may also charge a fee to cover expenses related to any CLIENT requirement to use a proprietary vendor management, procurement, or invoice program. Provider shall not be bound to use any third-party payment vendor or accept credit card payments, and in the event Provider permits any payment through a third-party payment vendor or credit card, to the extent permitted by applicable law, and to the limit permitted by applicable law, Provider reserves the right to apply, and CLIENT agrees to be responsible for, a convenience fee determined by Provider for use of a third-party payment vendor or payment by credit card. Such amounts shall be added to the Fees payable hereunder and as outlined on the payment portal screen where CLIENT remits such payment or on the applicable invoice delivered to CLIENT. Should CLIENT make a payment for Services by credit card, CLIENT represents and warrants that by doing so CLIENT is authorized to use such credit card for payment. In the event of a chargeback for Services delivered to CLIENT, CLIENT shall remain responsible to Provider for Services plus the cost of any fees charged to Provider for such chargeback.

3.2 Autopay. If autopay is selected as a payment option by CLIENT, the following terms shall apply:

(i) CLIENT authorizes Provider to charge CLIENT's credit card or to initiate electronic funds transfers (EFTs) from CLIENT's bank account to pay all charges billed to CLIENT's account on or after the invoice date. Such charges may include one-time charges, monthly charges, annual charges, and subscription charges incurred pursuant to the Agreement. Provider shall not assume any

responsibility for any interest, late fees or penalties associated with credit card payments. Subject to applicable law, this authorization will remain in effect during the Term (including, for purposes of clarification, any Renewal Term) or until any written request for termination of autopay by CLIENT is approved by Provider in writing (which approval may be withheld in Provider's sole discretion). Stopping future withdrawals through autopay does not terminate the Agreement. All scheduled payments remain due and payable per the terms of the Agreement.

(ii) CLIENT agrees to indemnify and hold Provider harmless from any liability or loss occurring due to the dishonor of any debit presented as a result of any charge made or refused to be made under this authorization for autopay.

(iii) When CLIENT makes any changes to CLIENT's autopay account, such updates may not take effect immediately, and CLIENT's old payment method may apply to its next billing event. All future charges will be charged/withdrawn from CLIENT's new payment method going forward.

3.3 Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, goods and services, use or withholding taxes (collectively, "Taxes"). CLIENT is solely responsible for paying all Taxes which may be levied as a result of this Agreement and the transactions contemplated hereby (excluding taxes based on Provider's net income or property) unless CLIENT provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

Section 4 - Miscellaneous Provisions

4.1 Export Law Assurances. CLIENT understands that the Services are or may be subject to export control laws and regulations. CLIENT 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. NONE OF THE SERVICES OR 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. CLIENT HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CLIENT IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

4.2 Assignment. CLIENT shall not be permitted to assign this Agreement or assign or delegate any rights or obligations under this Agreement. Provider may assign this Agreement or assign or delegate any of its rights, duties or obligations hereunder to any affiliate of Provider without notice to CLIENT. In addition, Provider may assign this Agreement to any third-party in the event of a merger, reorganization, sale of all or substantially all of Provider'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.

4.3 Governing Law; Jurisdiction. 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. Client 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. CLIENT 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

Provider employs attorneys to enforce any right arising out of or relating to this Agreement, CLIENT shall reimburse Provider its reasonable attorneys' fees and costs.

4.4 Headings Not Controlling. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

4.5 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 this Agreement to the extent necessary to comply with law.

4.6 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of such party. Such events, occurrences, or causes will include, acts of God, epidemic, pandemic, government order, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

4.7 Independent Contractor. The relationship between CLIENT and Provider 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.

4.8 Entire Agreement. This Agreement constitutes the sole and entire agreement between CLIENT and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral. Any purchase order or similar document issued by CLIENT is for administrative convenience only and shall not modify, amend, or supplement this Agreement. Any terms or conditions contained in or referenced by such documents are void and of no effect. LightBox's signature or acknowledgement of any such document, whether before or after this Agreement, shall not amend or alter its terms.

4.9 Usage. Provider will use any data provided to Provider by CLIENT to perform its obligations under this Agreement; and CLIENT grants Provider and its affiliates a perpetual, non-exclusive, royalty-free, license to use such data in anonymized form (i) for Provider's 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 data provided by CLIENT which has been anonymized by Provider or any of its affiliates such that it is not identifiable shall not, after such anonymization, be considered CLIENT's data. CLIENT will not claim any ownership interest in, or right to use any Derivative, nor will it contest Provider's or any of Provider affiliates' ownership interest in any Derivative. CLIENT further agrees that (i) Provider or the applicable Provider affiliate will maintain exclusive ownership and rights in each Derivative, and (ii) this Agreement will not be construed to vest in CLIENT any rights with respect to any Derivative.

4.10. Amendments; Waiver. This Agreement may not be altered, amended or modified except by a written amendment signed by representatives of Provider and CLIENT. 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.

4.11. Publicity. Neither party may use the other party's name, logo or marks without such other party's written pre-approval; provided that Provider and its affiliates may: (i) issue one (1) or more press releases or similar materials announcing that CLIENT is a customer and user of the Services; (ii) refer to CLIENT on its customer lists, website, and other marketing materials; and (iii) develop use cases based on CLIENT's use of the Services, with respect to which CLIENT will provide all reasonable cooperation requested by Provider.

4.12. Advice of Legal Counsel. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

4.13. Notices. All notices, requests, demands, claims and other communications under this Agreement shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after it is sent for next business day delivery via a reputable international courier service, in each case to the intended recipient as follows:

(i) if to Provider, to 5201 California Avenue, Suite 200, Irvine, CA 92617: Attention: Contracts

(ii) if to CLIENT, to any address provided in connection with the order by CLIENT or in setting up CLIENT's account with Provider for ordering of Services.

A party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner set forth herein.

4.14. Terms and Conditions Confidential. The terms and conditions of this Agreement (including without limitation the fees hereunder) are confidential and proprietary information of Provider in all respects and CLIENT shall not disclose any of such terms to any third-party; provided that such information may be disclosed as required by law or administrative or judicial proceeding and that under such circumstances, CLIENT shall attempt to redact as much of this Agreement as is allowed by such law or administrative or judicial proceeding.

Attachment 1

Additional Terms Applicable to PARCEL

1. Software. As used in this Agreement, the term "Software" means, collectively, Provider's online property due diligence software technology platform that is made available at CLIENT's parcel platform website located at: www.parcelplatform.com (the "Site") and (a) all page layouts, software programming code, tables, system architecture, databases and web site features and functionalities related thereto, (b) all feedback and suggestions made by CLIENT regarding the Software, and (c) all copyright, trade secret, patent, trademark and other proprietary rights in the foregoing. All services performed by Provider aside from those provided by the Software, including, but not limited to, modifications or customizations of the Software or reports, may be provided by Provider at an additional cost via a separate written agreement.

2. Ownership. As between CLIENT and Provider, Provider owns and shall retain all right, title and interest in and to the Software (and all patents, copyrights, trade secrets and other proprietary rights in or related to the Software) and CLIENT shall have no rights in and to the Software other than the limited license rights expressly provided in this Agreement. All other rights are expressly reserved by Provider. Any information regarding the Software that comes to be known by or in the possession of CLIENT as a result of the relationships contemplated by this Agreement or any associated confidentiality agreement between the parties shall be deemed confidential and proprietary information and trade secrets of Provider. Provider will own all rights in any copy, translation, modification, adaptation or derivation of the Software. CLIENT 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.

3. License and Use Rights. Provider grants CLIENT a non-exclusive, non-transferable limited right and license to access and use the Software via the Site in accordance with the Software's documentation and this Agreement. CLIENT acknowledges and agrees that the Software provides an online technology platform pursuant to which CLIENT's authorized users can transmit, store, access, view and otherwise exchange information and data that has been provided by CLIENT or CLIENT's subcontractors and agents. Given that the Software is merely a platform via which such information and data may be exchanged, CLIENT acknowledges and agrees that Provider is not responsible for and does not guarantee the accuracy or completeness of any information and/or data transmitted, stored, accessed, viewed or otherwise exchanged via Software.

4. Code of Conduct; Unauthorized Use. While using the Site and/or Software, CLIENT agrees not to:

• Knowingly restrict or inhibit any other customer or member from using or enjoying the Site;

• Knowingly transmit any content or information, or submit any materials that are unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable

• Infringe on Provider's or any third-party's intellectual property or other rights;

• Knowingly transmit any information or software that contains a virus, worm, time bomb, Trojan horse or other harmful or disruptive component;

• Use the Site or Software for any unlawful purposes;

• Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or the data contained thereon.

CLIENT will not use the Software except as expressly provided for herein and specifically, but without limitation, will not (i) copy, replicate, modify, decompile, enhance, disassemble or reverse engineer the Software or create derivative works of the Software

or attempt to do any of the foregoing; (ii) circumvent or attempt to circumvent any security measure contained in the Software; or (iii) exceed or attempt to exceed CLIENT's authorized access to the Software.

5. Security Protocol & Procedures. A critical component of the Software's security measures is Provider's provision to CLIENT of a unique username and password for each individual end user that CLIENT wishes to use and access the Software. CLIENT is solely responsible for ensuring that its end users (whether employees, subcontractors or agents) maintain the confidentiality of such unique usernames and passwords. If CLIENT has any reason to believe that the security or confidentiality of any username or passwords have in any way been compromised, CLIENT must notify Provider immediately in writing.

6. Termination. Upon termination or expiration of this Agreement for any reason, CLIENT's license rights to the Software shall cease immediately and automatically and all usernames and passwords will be deactivated.

7. DISCLAIMER. EXCEPT AS EXPRESSLY STATED HEREIN, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO CLIENT'S USE OF OR RELIANCE ON THE SOFTWARE AND/OR ANY INFORMATION OR DATA ACCESSED VIA THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER SHALL CREATE ANY WARRANTY. THE SOFTWARE RELIES ON THE INTERNET AND, THEREFORE, PROVIDER CANNOT AND DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE SECURE FROM THIRD-PARTY SECURITY ATTACKS.