

## LONE WOLF END USER AGREEMENT

Last Update: May 20, 2024

**THIS END USER AGREEMENT ("EUA") IS ENTERED INTO BY AND BETWEEN LONE WOLF REAL ESTATE TECHNOLOGIES, INC. OR ONE OF ITS AFFILIATES ("LONE WOLF"), AND THE USER OF LONE WOLF'S SERVICES ("USER") UPON USER'S ACCEPTANCE OF THIS AGREEMENT.**

**BY LOGGING IN TO THE SERVICES OR USING ANY OF THE SERVICES, USER AGREES TO BE BOUND BY THIS AGREEMENT, REGARDLESS OF WHETHER USER HAS PHYSICALLY OR ELECTRONICALLY EXECUTED ANY DOCUMENT. IF USER DOES NOT AGREE WITH AND ACCEPT THE TERMS OF THIS EUA, DO NOT USE THE SERVICES.**

**1. Applicable Terms.** This End User Agreement and User's right to access and use the Services are subject to the applicable terms pursuant to which User was granted access and right to use the Lone Wolf Services or products consisting of: (i) the Lone Wolf Terms of Service located at <https://lwolf.com/Agreements/Terms-of-Service> ("ToS"), unless User's rights to access and use the Services were granted under a signed Master Agreement or similar signed agreement with User's employer, franchisor, association or other contracting party (for purposes of this EUA, "Third-Party Arrangements"), and the (ii) the Lone Wolf SaaS Services Addendum or other applicable Addendum referenced in the applicable ordering document; and (iii) all incorporated Addenda, attachments, URLs, Sales Orders or Service Orders, and Documentation referenced in the ToS or Third-Party Arrangement. For purposes of this EUA, the applicable ToS or Third-Party Arrangement, and all applicable Addenda, attachments, URLs, Sales Orders, Service Order sand Documentation are referred to herein as the "Governing Terms". Capitalized terms shall have the definition set forth herein, or if not defined herein, in the Governing Terms.

**2. Application of Governing Terms.** User agrees that the Governing Terms are hereby incorporated into this End User Agreement as if fully set forth herein, and that User must comply with all obligations of "Customer" in the Governing Terms regarding use of the Services and compliance with legal obligations.

**3. Acceptable Use Policy.** User agrees that all use of Lone Wolf products and Services are subject to Lone Wolf's Acceptable Use Policy, located at <https://www.lwolf.com/Agreements/Acceptable-Use-Policy>.

**3. Coordination with Third Party Arrangements.** If User's use of the Services: (a) is obtained through a Third-Party Arrangement, including, but not limited to: (i) employer or franchisor provided usage rights (e.g. "Broker Edition" or "Team Edition" services); (ii) usage authorized through a third-party association or professional organization (e.g "member benefit" arrangements); or (ii) requires the setup and/or use of a third-party service, including but not limited to MLS subscriptions, User hereby grants Lone Wolf permission to obtain information from and/or share information with the applicable third-party to (x) verify User's eligibility to use the applicable Services, or (y) set up and manage any third-party services arranged or used in connection with User's use of the Services. The scope of any license or use rights granted pursuant to any Third-Party Arrangement is limited by the terms of such Third-Party Arrangement, which shall be in addition to, not in lieu of, any limitations imposed by this EUA.

**4. Termination of Individual User Access under Third-Party Arrangements or Multi-User Editions of the Services.** If the Services are being provided to User pursuant to a Third-Party Arrangement, this EUA and User's right to use the Services may terminate in accordance with the terms of the agreement between Lone Wolf and the applicable third-party. An Administrator of a multi-user edition of the Services, including but not limited to "Broker Edition" and "Team Edition" products, may terminate a User's access to use the applicable multi-user version of the Services at any time in such Administrator's sole and absolute discretion.

**5. Limited Purpose Arrangements.** If User is registered or authorized to use the Services for any limited purpose (including but not limited to accessing, reviewing or signing documents, or for training or

demonstration purposes), such use of the Services is limited to the purpose for which User is authorized. Such Limited Purpose Arrangements shall include, but shall not be limited to, Account Administrator access, collaboration user access, training access, beta/evaluation access and demonstration access. All limited purpose usage as described in this Section 5 are subject to the applicable limitations set forth in the Governing Terms, and must not be used in connection with the performance, execution or facilitation of actual real estate transactions or other production use.

#### **6. No Warranty/No Liability to User.**

**(a) LONE WOLF MAKES NO WARRANTIES OF ANY KIND TO USERS IN THEIR CAPACITY AS USERS, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO LONE WOLF PRODUCTS OR SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LONE WOLF DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO LONE WOLF PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.**

**(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT SHALL LONE WOLF HAVE ANY LIABILITY TO ANY INDIVIDUAL USER IN SUCH USER'S CAPACITY AS A USER, FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, COST OF PROCUREMENT, REPLACEMENT GOODS OR SERVICES, LOST BUSINESS, LOSS OF USE, LOSS OF OR CORRUPTION OF DATA, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT SUCH USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**(c) NOTHING IN THIS SECTION 6 SHALL BE CONSTRUED OR INTERPRETED IN A MANNER THAT FURTHER LIMITS THE APPLICABILITY OF SIMILAR PROVISIONS APPLICABLE TO CUSTOMER IN THE GOVERNING TERMS.**