

MODUM TERMS & CONDITIONS OF USE

1. Modum Technologies, LLC (“Modum” or ModumTech”) and the named Client submitting this contract do hereby enter this agreement for use of the Modum website, its templates and any requested professional services. The user information submitted during the registration process and the agreement to Terms & Conditions of Use are incorporated herein.
2. The Modum website is a portal designed to provide various valuation and/or real property analysis and data services comprised of various templates, websites, web pages owned, operated, or licensed by Modum or its affiliates, suppliers, and/or vendors. The Modum website and its templates offer an electronic means to provide information and professional services about commercial real estate. The parties mutually agree to the following terms:

Term of Agreement

The term of this agreement begins on the date the Client electronically submits this agreement and continues until terminated in accordance with terms of service set forth in this agreement.

Client Considerations

1. There is a ‘per report’ fee to use this service, assuming the user registers for an account and agrees to the Terms & Conditions of Use. Fees are dependent upon the Modum product requested. There may be varying fees based upon data and/or report usage/volume allowing a company to register a certain number of users. In either subscription method, the same rules apply.
2. Any change to the usage terms, including change to a data usage and/or fee, will be preceded by a 30-day notice to the user.

Services Offered

Client will have access to the Modum website through Client’s personal Internet medium and in accordance with the Terms and Conditions of Use and Client Considerations outlined in this agreement.

Member Account, User ID and Security

Client will receive a User Name and password upon completion of the registration process. Client is responsible for maintaining the confidentiality of the account and contact (including the User Name and password) and is fully responsible for all activities that occur under Client’s account. Client will (a) immediately notify Modum of any unauthorized use of Client’s account or any other breach of security, and (b) ensure that the user has logged out of their account at the end of each session. Modum cannot and will not be liable for any loss or damage arising from Client’s failure to comply with this expectation.

Customer Support

Modum will use commercially reasonable efforts to respond to Client questions or technical difficulties during regular business hours. Modum is entitled to shut down the Modum website for regular maintenance during non-peak usage hours.

Data Warranty

MODUM AND/OR ITS RESPECTIVE AFFILIATES, VENDORS AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, AVAILABILITY, TIMELINESS, AND SOFTWARE PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Modum WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS/REPORT TEMPLATES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MODUM AND/OR ITS RESPECTIVE AFFILIATES, VENDORS AND SUPPLIERS HERBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

IN NO EVENT SHALL MODUM AND/OR ITS AFFILIATES, VENDORS AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE MODUM WEBSITE, WITH THE DELAY OR INABILITY TO USE THE MODUM WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OBTAINED THROUGH THE MODUM WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE MODUM WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MODUM OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SOME CLIENTS. IF THE CLIENT IS DISSATISFIED WITH ANY PORTION OF THE MODUM WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS OF USE, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MODUM WEBSITE.

Purpose

The Modum Website is a data gathering and dissemination site for commercial use only. Client shall not modify, copy, (except for Client's own use; including the premium option for the exportability of the data), distribute, disclose, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the website. Client may not use or copy this product except as expressly provided for in this agreement.

Client is not authorized and agrees not to access or query the Website through the use of high-volume, automated, electronic processes, or to download more sales than the limit set by Modum and allowed by the Website database. The Client agrees that the data will be utilized only for lawful purposes and that under no circumstances will the data be utilized to:

Allow, enable, or otherwise support the transmission of mass unsolicited commercial advertising or solicitations via any method,

Termination

Modum reserves the right to terminate your access to the Website in its sole discretion for any reason, including excessive querying of the database or dissemination of the data or failure to comply with the

terms of this agreement including non-payment or non-compliance with the terms of this agreement. Client may terminate with 30 days written notice.

Modum and its affiliates respect the intellectual property of others, and Modum Website will restrict and/or terminate, in appropriate circumstances, the ability to submit content and/or use Modum Web by Clients that violate confidentiality provisions or these Terms & Conditions of Use. If Client believes any property record or data within a property record is copied, in any way constitutes copyright infringement and is not the ownership of Client, then Client cannot submit this information for sharing. You may notify Modum at support@modumtech.com if Client believes any data within database is conflicted.

Ownership of Data Submitted by Users

Modum does not claim ownership or proprietary rights to the Data that Client submits to the database. However, by sharing and submitting ownership, lease, photos, graphics, images, transaction and other property information, Client is granting Modum, its affiliated companies and sub-licensees, a perpetual and unlimited license and permission to use Client's data at no cost and Modum can use, republish, modify, enhance, display, distribute, sell or use the information in any form. Modum retains the right to utilize data points provided in any manner by Client even after termination of this agreement.

Client agrees to only submit data that is not copyright protected and can legally be provided. Client is entirely responsible for uploaded content and provides data only that was directly confirmed by Client as factual data. In no event will Client submit data derived from other data services like Costar, Loopnet, DataQuick, Corelogic or other third-party data providers; or will Client provide data where Client's other data subscriptions prohibit such data transfer. This means the Client, not Modum, is solely responsible for all content submitted and that Client owns or have rights, power and authority to transmit the data; the uploaded data will not infringe on any subscriptions, rights or licenses Client has existing or previously contracted and there are not rights for claims, judgments or representations against Modum as a result of Client's submitted data.

Modum has no obligation to research the Client's data for accuracy or determine if Client is violating any other copyright or licensing agreements Client may have in affect currently or previously.

Modum gives the Client the right to protect the sharing of a property record or fields within a property record. It is the Client's responsibility to protect the confidentiality of all submitted records, or fields of data within a submitted property record, as required by law.

Web-based Application Prohibitions

Client acknowledges that the Modum Website is either the licensed or copyrighted work of Modum and/or its affiliates, vendors, and suppliers. The Modum Website is owned, licensed, or covered by a use agreement by Modum and/or its affiliates, vendors, and any suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the database is prohibited by law and may result in severe civil or criminal penalties. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE WEBSITE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. Client acknowledges that the Website, and any accompanying documentation and/or technical information, is subject to applicable export

control laws and regulations of the USA. Client agrees not to export or re-export the Website, partly or in full, directly or indirectly, to any countries that are subject to USA export restrictions.

Improper Use of Services

Client agrees that he/she will not:

- Email, publish, post, upload, distribute, transmit or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Collect information about Modum, its affiliates, suppliers and vendors without their consent.
- Share or provide confidential data, property records or data within those property records that is not permitted to be shared or published by law, restricted by prior and existing subscriptions or required due to the confidential nature of the information.
- Any downloaded information is used so at Client's risk. Client agrees that all information should be confirmed with a reliable party prior to their use. Modum shall not be liable for any damages resulting from Clients use, interpretation or processing of the data.
- Violate any applicable laws or regulations.
- Client shall not attempt, nor assist or provide the opportunity, to reverse-engineer any of the applications or Website functions. The Modum website may not be used in any manner that could damage, disable, overburden, or impair the Website, or interfere with any other party's use and enjoyment of the Website. Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Website.

Derivative Works and Attribution of Data

Client may utilize small quotes or a combination of small pieces of information from the Modum Web Site to disseminate to clients or prospective clients. Any use of the data is subject to the requirement that the information be properly attributed to Modum. Proper attribution must include the name Modum Technologies LLC or www.ModumTech.com as the source.

Monitoring

Modum reserves the right to monitor all materials posted to the Modum Web Site in its sole and absolute discretion. Modum reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

Indemnity

Client agrees to indemnify, defend, and hold harmless Modum from and against any third-party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to Client's Submitted Content, use or misuse of any portion of the Product, or your violation of these Terms & Conditions of Use or a separate License Agreement. Client shall cooperate as fully as reasonably required in the defense of any such claim or

demand. Client and any third party involved in creating, producing, or delivering the Product reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client, at Client's expense, and Client shall not in any event settle any such matter without the written consent of Modum and any such third party.

General

This Agreement is governed by and interpreted in accordance with the laws of the State of Florida, U.S.A. and jurisdiction and venue shall be in the courts of Miami-Dade County, Florida, U.S.A.

No joint venture, partnership, employment, or agency relationship exists or shall be created by or between Modum and Client as a result of this Agreement or use of the Modum website.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the Client and Modum with respect to the Modum website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Client and Modum with respect to the Modum website. Modum reserves the right at any time, and from time to time to modify, discontinue or alter the content of the Modum website, and its affiliates, suppliers and vendors shall also have such right in connection with any link offered through terms, conditions, and notices under the Modum website.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

*** Your use of an electronic device to click the "Submit" button constitutes your signature, acceptance and agreement to this contract as if signed by you in writing and has the same force and effect as a signature affixed by hand.