

## End User License EULA

Last Updated: March 31, 2021

This End User License Agreement ("**EULA**") is a binding agreement between you ("**End User**" "**User**" or "**you**") and BLACKCAT, LLC ("**Company**"). This EULA governs your use of Showing Team, the web-based application ("**Showing Team**" or "**Application**") and its related documentation.

Only licensed real estate agents may use Showing Team. You must be actively licensed in the United States and have access to the multiple listing service governed by the National Association of Realtors to use Showing Team. By accepting this EULA and utilizing this application you represent that you are either a buyer's agent (agents who initiate a property showing and pay a fee pursuant to section 13 below to utilize a showing agent), or a showing agent (an agent that will, upon agreement show homes on behalf of the buyer's agent for a fee set and paid by buyer's agent). You further acknowledge that you have read and understand this EULA and are bound the National Association of Realtors Code of Ethics. If you do not agree, do not use Showing Team.

1. License Grant. Company grants you a limited, non-exclusive and nontransferable license to:
  - a. use the Application for your exclusive use strictly in accordance with the Application's documentation; and
  - b. access, stream, download and use the Content and Services (as defined in **Section 5**) made available in or otherwise accessible through the Application, strictly in accordance with this EULA and the Terms of Use applicable to such Content and Services as set forth in **Section 5**.
2. License Restrictions. Licensee shall not:
  - a. copy the Application;
  - b. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;
  - c. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
  - d. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
  - e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason; or
  - f. remove, disable or circumvent any copy protection, rights management or security features in or protecting the Application.
3. Reservation of Rights. User does not acquire any ownership interest in the Application under this EULA, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this EULA. Company retains its entire right, title and interest in and to the Application, except as granted to you in this EULA.

4. Collection and Use of Your Information. When You use Showing Team, Company may use automatic means (including, for example, cookies) to collect information about your device and about your use of Showing Team. You also may be required to provide certain information about yourself as a condition to using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. Information collected through Showing Team is subject to our Privacy Policy found at <https://www.showingteam.com/Blackcat%20Privacy%20Policy.pdf> . By providing information as You use the Application, You consent to our Privacy Policy.
5. Content and Services. The Application is currently web based and is located at <https://www.showingteam.com> (the "**Website**") and products and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this EULA.

BY USING THIS SITE, YOU ACKNOWLEDGE THAT THE CONTENT AND SERVICES OF THIS APPLICATION ARE LIMITED TO CONNECTING INDIVIDUALS WHO HAVE INDICATED THAT THEY ARE DULY LICENSED TO PROVIDE REAL ESTATE SERVICES INCLUDING BUYER'S AGENTS AND SHOWING AGENTS. THE APPLICATION DOES NOT VERIFY OR WARRANTY THAT e.g. A) THE BUYER'S AGENT HAS AN EXCLUSIVE RIGHT TO BUY (OR ACCEPT THE RISK THAT THERE IS NOT AN EXCLUSIVE RIGHT TO BUY), B) WHETHER ANY PARTIES REPRESENTATIONS ARE TRUE OR CORRECT, C) THAT THE SHOWING AGENT IS WILLING OR ABLE TO FULFILL THE SERVICES AGREED TO, D) THAT THE SHOWING AGENT WILL NOT PROVIDE ANY COMPETITIVE INFORMATION (I.E. GIVING AN OPINION OF PRICE, AND/OR CONDITION OF THE PROPERTY AND/OR SOLICITING THE CLIENT (EVEN THOUGH THESE ACTIONS ARE STRICTLY PROHIBITED UNDER THIS APPLICATION END USER LICENSE EULA). ACCORDINGLY, BOTH THE BUYER'S AGENT AND THE SHOWING AGENT ARE STRONGLY ENCOURAGED TO CONDUCT THOROUGH DUE DILIGENCE BEFORE CONTRACTING WITH EACH OTHER FOR SERVICES.

Furthermore, End User acknowledges and accepts exclusive responsibility to secure any permission created through any agency or required by a third party including a brokerage. Some forms include broker and licensed real estate agent disclosures; broker consent forms; client subagent consent forms and/or any other form suggested by respective broker. The responsibility to determine if these forms, or any additional permission is required is exclusively the End User, and the Company has no responsibility and/or has no liability to secure such permissions orally or in writing.

6. Geographic Restrictions. The Content and Services are based in the State of Indiana and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.
7. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this EULA.
8. Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Materials**"). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
9. Term and Termination.
  - a. The term of EULA commences when acknowledge your acceptance and will continue in effect until terminated as set forth in this **Section 9**.
  - b. Company may terminate this EULA at any time without notice, or if it ceases to support the Application, which Company may do in its sole discretion. In addition, this EULA will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this EULA.
  - c. Company may terminate your License in the event that you fail to remit payment to Showing Agents for five (5) or more showings.
  - d. Upon termination:
    - i. all rights granted to you under this EULA will also terminate; and
    - ii. you must cease all use of the Application.
  - e. Termination will not limit any of Company's rights or remedies at law or in equity.
10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. IN NO EVENT WILL COMPANY HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:
- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES
  - b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. Specific Terms for Showing Agent. The Showing Agent agrees and warrants that he/she's only responsibility and requirement is to open the property to the buyer and remain on premises during the viewing. Any substantive conversation about e.g. the price, the real estate market, the neighborhood, and/or the condition of the property is expressly prohibited, and Showing Agent will refrain from that communication. Showing Agent agrees not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with any viewing customers for purposes of offering or accepting goods or services similar to or competitive with those offered by Buyer's Agent.

Showing Agent also explicitly waives any claims that they are under any circumstance

the procuring cause of the sale for any client exposed through their relationship as a Showing Agent to the Buyer's Agent for a period of three years after the showing.

13. Fees. The Buyer's Agent utilizing these services agrees to a fee to the Showing Agent. If you are the Buyer's Agent, fees to the Showing Agent shall be paid through Venmo®, PayPal® or Zelle® or through some other electronic means to the Showing Agent. The Buyer's Agent is responsible for any liability associated with payment to the Showing Agent.
14. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this EULA. Furthermore, you agree that Showing Team assumes no responsibility for the content you submit or make available through this Application.
15. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.
16. Severability. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.
17. Governing Law. This EULA is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this EULA or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana in each case located in Indianapolis, Indiana. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
18. Limitation of Time to File Claims. Any cause of action or claim you may have arising out of or relating to this EULA or the Application must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is barred.
19. Entire EULA. This EULA and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
20. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this EULA and any applicable purchase or other terms, the terms of this EULA shall govern.

21. Payment Processing. Payment processing services for Buyer's Agents and Showing Agents are administered by Third Party's such as Venmo®, PayPal® and Zelle®. By agreeing to this EULA you agree to be bound by third party payment processing agreements in place for the payment processing service you choose to administer payment.