

This Master Software-as-a-Service Agreement (“Agreement”) is by and between **Estate Architects LLC d/b/a Legacy Architects (“Legacy Architects” or “we” or “us” or similar), and the customer using the Platform as defined below (“Customer” or “you” or “your” or similar)**. This Agreement is effective on the date that the Customer first uses the Platform in any way (the “Effective Date”).

By using the Platform in any manner and/or for any purpose, you agree that you are legally bound by these terms, and you represent and warrant that:

- (i) you have read and understand this agreement;
- (ii) you are at least eighteen (18) years old; and
- (iii) you have the right, power, and authority to enter into this agreement on behalf of Customer and to bind Customer to these terms.

WHEREAS, Legacy Architects offers for use, and Customer intends to use, the online software-as-a-service Legacy Architects platform (the “Platform”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Legacy Architects and Customer agree as follows:

1. Definitions

“Affiliates” means an entity of a party, whether incorporated or not, that controls, is controlled by, or is under common control with such party.

“Authorized Users” means any individuals who Customer permits to use the Platform on behalf of Customer by providing access credentials. Authorized Users cannot be direct competitors of, or employed by competitors of, Legacy Architects.

“Control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

“Customer Data” means the information input into the Platform by any Authorized User. Customer Data expressly excludes Analytics Data, De-Identified Data, and any information gathered automatically by the Platform (e.g. through use of cookies).

“Documentation” means the specifications, training materials and user guides regarding the Platform made available by Legacy Architects.

“Intellectual Property Rights” means all copyrights, trademarks, trade names, service marks, patents, trade secrets, proprietary marks, logos, as well as any related applications, registrations, moral rights, or common law rights, on a worldwide basis.

“Personal Information” means any information that, alone or in combination with other information, may be used to contact, locate or identify a natural person, and is regulated by applicable data privacy and security laws.

“Privacy Policy” means the Legacy Architects Privacy Policy found on our website.

“Terms of Use” means the Legacy Architects Terms of Use found on our website.

“Updates” means bug fixes, error corrections and other minor updates to the Platform made available at no additional cost.

“Upgrades” means enhancements, major modifications and new versions of the Platform which Legacy Architects may in its discretion charge an additional fee(s).

2. Free Trial

If Customer is using a free trial of the Platform, notwithstanding anything to the contrary, the following terms apply:

Customer must provide true, complete, and accurate information when signing up for a free trial of the Platform.

Legacy Architects may at any time and at its sole option stop offering a free trial of the Platform. In such event, Customer will have the option to terminate this Agreement as of the date the free trial is no longer offered or terminated, or move to a paid subscription to the Platform.

The warranties provided by Legacy Architects and the indemnification obligations of Legacy Architects do not apply while Customer is using a free trial of the Platform. **THE FREE TRIAL OF THE PLATFORM IS PROVIDED AS-IS, AS-AVAILABLE, AND WITHOUT ANY WARRANTY OF ANY KIND.**

The following Sections do not apply if Customer is using a free trial of the Platform: Services; Limited Warranty, Remedies, Exceptions, and Indemnification by Legacy Architects.

3. Use Rights

Subject to Customer’s compliance with the terms of this Agreement, Legacy Architects grants to Customer a limited, non exclusive, terminable, non-assignable, non transferable right to Customer to permit its Authorized Users to use the Platform in accordance with the Documentation and for Customer’s business purposes only, during the Term of this Agreement.

4. Authorized Users

Customer shall ensure that each Authorized User of the Platform is informed of and agrees to abide by the applicable terms of this Agreement. Customer is solely responsible for all Authorized Users’ access to and use of the Platform, and all use of Customer’s account or log-in credentials. Customer is responsible for maintaining the confidentiality of all usernames, passwords, and other log-in credentials used to access or use the Platform. Customer will promptly notify Legacy Architects of any misuse or unauthorized use of log-in credentials or other unauthorized access to or use of the Platform of which Customer suspects or becomes aware. In the event there is any conflict or inconsistency between any terms of this Agreement and the Terms of Use with respect to Authorized Users, the terms of this Agreement shall control.

5. Use Restrictions

Customer shall not, and shall not permit any third party to:

Copy (except as expressly permitted in Section 3), modify, distribute, rent, lease, sublicense, reverse engineer, create derivative works of, decompile, disassemble, transfer or publicly display the Platform or Documentation;

Access or attempt to access the source code of the Platform;

Upload any materials that infringe or misappropriate a third-party's Intellectual Property Rights into the Platform;

Upload or transmit advertising or promotional content, or content contrary to Legacy Architects's intended purpose, into the Platform;

Modify markings, labels or notices of proprietary rights in the Platform or Documentation;

Transfer or use, or permit the use of, the Platform or Documentation in a country that is subject to sanctions by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC), or any person on OFAC's Specially Designated Nationals and Blocked Persons List, or other similar lists;

Develop any software, technology, or services that compete with or are substantially similar to the Platform during the Term and for one (1) year thereafter;

Send unsolicited emails, marketing emails or spam to third parties without the receiver's consent (only transactional emails are permitted to be sent using the Platform);

Access, use or interfere with the proper working of the Platform or any server, computer or database related to the Platform; and

Introduce any viruses, Trojan Horses, malware, time-bombs, time-outs, backdoors, worms, spyware, ransomware, spoofing, or any mechanism that allows remote or unauthorized access, copy prevention, deletion, disabling, modification, corruption, or anything similar into the Platform or any networks that make the Platform available.

6. Updates, Upgrades, and Modifications to Platform

Customer may, but is under no obligation to, provide Updates or Upgrades to the Platform. Customer must promptly install all Updates that are made available by Legacy Architects. Legacy Architects has no liability to Customer if Customer does not install, or does not permit to be installed, any Updates that Legacy Architects makes available. Customer is solely responsible for the purchase and implementation of any additional hardware, software, network connections or other products that are necessary to enable Updates and Upgrades. Updates to the Platform may occur automatically. Upgrades may be made available at an additional cost pursuant to Legacy Architects's then-current rates. Legacy Architects may modify the Platform at any time, such as removing, enhancing or updating the features, functionality and options available within the Platform. Legacy Architects is not required to give prior notice of any modifications it makes to the Platform.

7. Non-Exclusivity

This Agreement is non-exclusive and nothing herein prohibits Legacy Architects from providing the same or similar services to any other party during or after the Term.

8. Fees and Payment

Fees. Customer shall pay Legacy Architects the fees set forth in the applicable order form ("Order Form").

Payment Terms. Fees will be invoiced monthly (unless otherwise stated in an Order Form) and will depend on the pricing tier that Customer selects in the Order Form ("Pricing Tier"). Fees must be paid to Legacy Architects via credit card, which will be kept on file and automatically charged for fees due to Legacy Architects in accordance with the selected Pricing Tier and the terms of this Agreement. Customer expressly agrees that fees and other applicable charges described in this Agreement and the Order Form may be automatically charged to Customer's credit card on file. All fees are in United States dollars and are non-refundable. Unless Customer selects otherwise prior to the end of the applicable Term, Customer will be charged monthly using the payment card information in Customer's account for an annual renewal to the Platform at then-current rates, which will be provided to Customer by e-mail at least thirty (30) days prior to the end of the applicable Term.

Fee Increases. Legacy Architects reserves the right to set Platform subscription rates in its sole discretion. Legacy Architects will provide at least 30 days' notice of any fee increase.

Delinquent Accounts and Payment Disputes. Legacy Architects may, at its sole discretion, charge interest on any fees that are past due, which will be calculated at one and a half percent (1.5%) per month, or the largest percentage permitted by applicable law, whichever is less. In the event of any payment dispute between Customer and Legacy Architects or if Customer's account is delinquent, the costs of collection (including reasonable attorneys' fees) will be Customer's responsibility. Without limiting any of its other rights in law or equity, in the event any Fees are past due, Legacy Architects may suspend its obligations under this Agreement and Customer's access to the Platform.

Taxes. Fees do not include sales, use, excise and other applicable taxes and duties ("Taxes"), which are solely the responsibility of Customer, excluding taxes based on Legacy Architects's income.

9. Intellectual Property Rights

Ownership of the Platform. Legacy Architects and its licensors are the sole and exclusive owners of all right, title and interest in and to the Platform, including its design, code, features, functionality, and all Intellectual Property Rights therein. Except as expressly set forth in Section 3, nothing in this Agreement shall be interpreted as transferring to Customer any rights in or to the Platform.

Other IP Rights. As between the parties, Legacy Architects is the sole and exclusive owner of all right, title and interest in and to any Intellectual Property Rights (i) owned by Legacy Architects or its Affiliates as of the Effective Date, or (ii) created by or on behalf of Legacy Architects or its Affiliates (whether alone or jointly with others) after the Effective Date in the performance of this Agreement, and (iii) all modifications, enhancements, derivatives or improvements in (i) and (ii) regardless of when created or by whom.

Feedback. Customer agrees that any suggestions, enhancement requests, recommendations, corrections, or other feedback (collectively, "Feedback") provided by Customer is the sole property of Legacy Architects, is not confidential to Customer, and may be used by Legacy Architects without further attribution or compensation.

Legacy Architects may use Feedback and any know-how, experience, or skills that it gains in connection with its performance hereunder, for any business purpose.

10. Customer Responsibilities

Customer is solely responsible for:

Purchasing, implementing, and installing all software, hardware, network connections, browsers, and licenses required to access and use the Platform;

Securing all legally required or industry standard consents from, or providing all legally required or industry standard notices to all: (i) Authorized Users and (ii) third parties whom Customer inputs Personal Information about into the Platform for Legacy Architects's use of Customer Data, including Personal Information, as described in this Agreement and in the Privacy Policy;

Refraining from inputting the Personal Information of third parties into the Platform who have requested that their Personal Information be removed from the Platform, and immediately notify Legacy Architects of the same;

Maintaining industry standard anti-virus software on any devices used to access the Platform; and

Use of the Platform in compliance with applicable laws.

11. Technical Support

During the Term, Legacy Architects will provide the following support services ("Support") to Customer:

Standard Support includes support via email Monday through Friday, during regular business hours, excluding holidays. Legacy Architects may choose to make telephone Support available, at its option, during those same days/hours.

Legacy Architects will make commercially reasonable efforts to respond to Support requests within twenty-four (24) business hours of when Customer submits a valid Support request.

Standard Support includes troubleshooting and general guidance on use of the Platform.

Standard Support excludes updates, data conversions, fixing errors or defects caused by Customer or a third party, data backup and recovery, or any other issues outside of standard Support issues.

Legacy Architects may make premium Support available to Customer for an additional charge.

12. Representations and Warranties

Limited Warranty. Legacy Architects warrants that the Platform will materially conform to the Documentation during the Term.

Remedies. Upon prompt written notice from Customer that the Platform does not comply with the foregoing limited warranty above, Legacy Architects, at its sole option, shall either fix the Platform so that it complies with the warranty, or Legacy Architects may terminate the Agreement and will provide the following refund to Customer for prepaid Fees, pro-rated for the amount of time that is prepaid and unused: (i) a one month refund if Customer is under a monthly subscription plan; or (ii) a one year refund if Customer is under an annual subscription plan. THIS SECTION

DESCRIBES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND LEGACY ARCHITECTS'S SOLE AND EXCLUSIVE LIABILITIES FOR ANY WARRANTY CLAIMS ARISING UNDER THIS AGREEMENT.

Exceptions. The warranty above is void in the event that any warranty non-conformity is caused by: (i) use of the Platform contrary to the Documentation or in violation of this Agreement; (ii) Customer's or an Authorized User's misuse or abuse of the Platform; (iii) events beyond the reasonable control of Legacy Architects.

Customer's Representations and Warranties. Customer represents and warrants to Legacy Architects that it complies with, and shall continue to comply with, all of Customer's responsibilities set forth in Section 10 of this Agreement.

Mutual Representations. Each party represents to the other that: (i) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the power and authority to enter into and perform its obligations under this Agreement; (ii) the person executing and delivering this Agreement on behalf of such party is duly authorized to make such execution and delivery; (iii) this Agreement constitutes a valid obligation, binding upon and enforceable against each such party in accordance with its terms; and (iv) execution and delivery of this Agreement and the performance of each such party's obligations do not breach any contract between such party and any third party.

WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LEGACY ARCHITECTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND COVENANTS, EXPRESS OR IMPLIED, ARISING RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING FROM STATUTE, INCLUDING COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE IN TRADE.

LEGACY ARCHITECTS DOES NOT REPRESENT OR WARRANT AGAINST LOSS OF DATA, OR THAT THE PLATFORM OR SUPPORT WILL MEET CUSTOMER'S REQUIREMENTS, BE FREE FROM VIRUSES, OR OPERATE ERROR FREE OR WITHOUT INTERRUPTION.

LEGACY ARCHITECTS DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM IS PERMITTED OR CAN BE MADE AVAILABLE IN ANY PARTICULAR JURISDICTION.

13. Limitation of Liability

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEGACY ARCHITECTS AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS ("REPRESENTATIVES") SHALL NOT BE LIABLE TO CUSTOMER, THE AUTHORIZED USERS, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR CLAIMS FOR LOST PROFITS, LOST TIME, LOST DATA, LOST REVENUE, OR LOSS OF USE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, AND EVEN LEGACY ARCHITECTS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LEGACY ARCHITECTS'S OR ITS REPRESENTATIVES' AGGREGATE LIABILITY FOR ANY CLAIMS ARISING RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO LEGACY ARCHITECTS UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM, EVEN IF ANY REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

14. Indemnification

Indemnification by Customer. Customer shall, at its expense, defend Legacy Architects and its Representatives from and against any claims, suits, allegations, settlements and actions ("Claims"), as well as indemnify and hold harmless Legacy Architects and its Representatives, from and against any losses, liabilities, damages, penalties, expenses, courts costs and attorneys' fees ("Damages") arising from or relating to: (a) third-party claims of bodily injury or death to a person, or damage to property, caused by the acts or omissions of Customer; (b) Customer's breach this Agreement; (c) Customer's recklessness, fraud, negligence or willful misconduct; (d) Customer's violation of applicable laws; and (e) Customer's infringement or misappropriation of Legacy Architects's Intellectual Property Rights.

Indemnification by Legacy Architects. Legacy Architects shall, at its expense, defend Customer from and against any Claims, as well as indemnify and hold harmless Customer from and against any Damages arising from an allegation by a third party that the Platform infringes or misappropriates a valid U.S. copyright, patent or trade secret of a third party (an "IP Claim"). In the event of an IP Claim, Legacy Architects shall, at its option and expense, either: (i) modify, fix, or replace the infringing (or allegedly infringing) Platform so that it is no longer infringing but remains materially similar to the Platform, (ii) secure for Customer the right to continue using the infringing (or allegedly infringing) Platform; or (iii) terminate this Agreement and any applicable Order Form hereunder, and provide Customer a refund of any prepaid, unused Fees. THE FOREGOING SENTENCE SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND LEGACY ARCHITECTS'S SOLE AND EXCLUSIVE LIABILITIES FOR CLAIMS RELATING TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS ARISING HEREUNDER.

Procedure. The indemnitee will provide prompt written notice of a claim for which it seeks defense or indemnification, to the indemnifying party, and the requisite information, reasonable assistance and authority for the

indemnifying party to control the defense. Failure to give prompt notice will not relieve the indemnifying party of its obligations to defend, indemnify and hold harmless the indemnitee(s), except and only to the extent that the indemnifying party is actually prejudiced by such delay. The indemnifying party shall not settle any claim that finds fault with, or requires specific performance of, the indemnitee(s), without the applicable indemnitee's prior written consent which shall not be unreasonably withheld or delayed. The indemnitee may participate in the defense with counsel of its own choosing at its sole cost.

15. Confidentiality

Definition. "Confidential Information" is the confidential or proprietary information of a party or its Affiliates disclosed by or on behalf one party to the other party during the Term, which is marked as confidential or proprietary or should reasonably be known by the receiving party to be confidential or proprietary by the nature of the information or the context of the disclosure. Confidential Information includes each party's business, financial, technical and product information. Legacy Architects's Confidential Information specifically includes this Agreement and related pricing, the Platform and all software code therein, the Documentation, and its Intellectual Property Rights. Customer Data is Customer's Confidential Information, except that Personal Information therein will be treated in accordance with Section 16 and Legacy Architects's Privacy Policy.

Exclusions. "Confidential Information" excludes information which: (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure by the disclosing party and had not been obtained by the receiving party from the disclosing party, (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (iv) is independently developed by the receiving party through no use of the disclosing party's Confidential Information as evidenced by the receiving party's documentation.

Treatment. The only purpose for which the disclosing party's Confidential Information may be used by the receiving party is for the receiving party to perform its obligations or exercise its rights under the Agreement. Each party shall hold the other party's Confidential Information in strict confidence, only disclosing it to those Affiliates and employees with a need to know to perform such party's obligations or exercise such party's rights under the Agreement and who are subject to an obligation of confidentiality. Each party shall not disclose the other party's Confidential Information to any third parties without the disclosing party's prior written consent; if such consent is granted, disclosure shall not occur until such third party has signed a confidentiality agreement with terms at least as protective as set forth herein. Notwithstanding the foregoing, Legacy Architects may disclose Customer's Confidential Information, without Customer's consent, to (i) its attorneys and accountants in their capacity as advisors and (ii) its subcontractors or agents in their performance under this Agreement.

Compelled Disclosure. If compelled by applicable law or court order to disclose the other party's Confidential Information, then, to the extent legally permitted, the receiving party shall: (a) provide the disclosing party prior

written notice with sufficient time to challenge the request or seek a protective order, and (b) only disclose the minimum amount of the disclosing party's Confidential Information necessary to comply with the applicable law or court order.

Return / Destroy. At termination, each party shall promptly return or destroy the other party's Confidential Information (whichever is requested). Upon request, the other party shall promptly provide written notice of compliance with this clause. In the event of conflict between this Section and Section 17.5, Section 17.5 shall control.

Survival. The terms of this Section shall survive during the Term and for 3 years after the termination of this Agreement, except that Legacy Architects's trade secrets shall be treated by Customer as confidential so long as they continue to be a trade secret.

16. Data, Privacy, and Security

Ownership of Customer Data. Customer is the sole and exclusive owner of its Customer Data.

Personal Data in the Platform. Customer may only populate the Platform with Personal Information as expressly permitted by the Documentation, and then only in the fields of the Platform expressly reserved for such Personal Information. Customer is prohibited from entering Personal Information into fields of a Platform that are not expressly permitted by the Documentation or prompted by the fields in the Platform.

Protection of Personal Information. Legacy Architects shall maintain reasonable physical, technical and organizational safeguards for any Personal Information in Legacy Architects's possession or control, materially consistent with industry standards. Legacy Architects shall comply with data privacy and security laws applicable to its performance under this Agreement. Legacy Architects will treat Personal Information in accordance with its Privacy Policy.

De-Identified Data and Analytics Data.

(a) De-Identified Data. Legacy Architects may de-identify and/or aggregate Customer Data so that it does not contain Personal Information ("De-Identified Data").

(b) Analytics Data. Legacy Architects and its licensors may collect, store and process analytics data about the Platform and Customer's use of the Platform, that does not contain Personal Information, such as machine data, technical data, usage data, systems data, data gathered via cookies and other online tracking mechanisms, and other similar types of data ("Analytics Data").

(c) Ownership and IP Rights. Legacy Architects is the sole and exclusive owner of all right, title and interest in and to Aggregated Data and De-Identified Data, which Legacy Architects may use and share for any business purpose in compliance with applicable laws. Without limiting the foregoing, De-Identified Data and Analytics Data may be aggregated with other data by Legacy Architects and used for benchmarking and product improvement purposes.

Incidents. In the event Legacy Architects becomes aware of any confirmed unauthorized or unlawful access or acquisition of Personal Information in Legacy Architects's possession or control that results in a compromise to the confidentiality or

security of Personal Information ("Incident"), Legacy Architects will notify Customer without undue delay.

Customer's Provision of Customer Data. Customer is solely responsible for all Customer Data input into the Platform, including its legality and accuracy and the resulting output. Customer is responsible for backing up any Customer Data inputted into the Platform.

Email Notifications. Customer consents to receiving email notifications from the Platform. Email notifications can be managed within Customer's account.

17. Term, Suspension, Termination, and Survival

Term. This Agreement shall commence on the Effective Date and continue for one (1) month (the "Initial Term"). Thereafter, this Agreement shall automatically renew on a monthly basis for successive periods of one (1) month (each a "Renewal Term") unless either party delivers written notice of termination to the other party at least fourteen (14) days before the end of the Initial Term or then-current Renewal Term. The Initial Term and any Renewal Terms are collectively the "Term."

Termination for Cause. A party may terminate this Agreement upon written notice if either (i) the other party fails to cure a material breach of this Agreement within thirty (30) days of the date that written notice of such material breach is sent by the non-breaching party; or (ii) the other party files a petition for bankruptcy or is adjudicated bankrupt, a petition of bankruptcy is filed against such other party and not dismissed within ninety (90) days, or the other party admits in writing or in a legal proceeding that it is insolvent and/or unable to pay its debts as they come due.

Termination for Convenience. Legacy Architects may terminate this Agreement without cause or penalty upon sixty (60) days prior written notice to Customer, except in circumstances where providing the Platform becomes financially impractical to do so in which case Legacy Architects may provide only thirty (30) days prior written notice (without cause or penalty).

Suspension. In addition to the suspension rights set forth in Section 8.3, Legacy Architects may (temporarily or permanently) suspend Customer's access to the Platform or any Authorized User's access to the Platform, immediately without notice, if Legacy Architects determines that: (i) it is necessary to prevent a violation of the Agreement or misuse of the Platform, or if Legacy Architects reasonably believes there has been a violation of the Platform; (ii) there is a security or safety risk to the Platform, Legacy Architects, or any users of the Platform; or (iii) it is necessary to comply with applicable laws.

Effects of Termination. At termination of this Agreement, Customer shall (i) immediately discontinue use of the Platform (and Legacy Architects may immediately terminate Customer's access to the Platform); (ii) delete (or return at Legacy Architects's request) all Documentation; (iv) pay all Fees owed; and (v) certify in a signed writing to Legacy Architects that it has complied with the terms of this Section. Customer is solely responsible for removing Customer Data from the Platform prior to the end of the Term. Legacy Architects is not liable if Legacy Architects deletes Customer Data after the termination date but prior to Customer's removal of Customer Data. Customer Data may be stored in

the Platform only for a limited time and may be deleted by Legacy Architects or its vendors, without liability, upon reasonable notice to Customer. At termination of the Agreement, Legacy Architects will delete all Customer Data in the Platform within 90 days of termination. For clarification purposes, Legacy Architects is under no obligation to delete or stop using any De-Identified Data or Analytics Data.

Survival. All provisions of this Agreement that by their nature are intended to extend beyond the termination of this Agreement for any reason shall survive the termination of this Agreement.

18. Additional Terms

Legacy Architects's Privacy Policy and Terms of Use set forth on Legacy Architects's website and within the Platform are incorporated herein by this reference. Customer agrees to require all Authorized Users to comply with Legacy Architects's Privacy Policy and Terms of Use. Legacy Architects may modify its Privacy Policy and Terms of Use at any time. Legacy Architects will provide notice of any material changes to its Privacy Policy or Terms of Use by either (a) sending Customer notice directly; or (b) posting a notice on its website or in the Platform. It is Customer's responsibility to periodically check Legacy Architects's website and the Platform for any such notice.

19. Miscellaneous

Governing Law and Venue. This Agreement, and any disputes arising hereunder, shall be governed by the laws of the state of Colorado, United States, without regard to its conflicts of law principles. Customer agrees to exclusive jurisdiction and venue in the state and federal courts having jurisdiction in Douglas County, Colorado, U.S. and irrevocably consents to personal jurisdiction in such courts. The parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) to this Agreement.

Compliance with Laws. Each party shall comply with all applicable laws, rules and regulations relating to its performance under this Agreement. Without limiting the generality of the foregoing, Customer shall comply with all applicable import and export laws and regulations related to the Platform for the country where the Platform is used by Customer as well as with all applicable United States export laws (collectively, the "Export Laws"). Customer shall not, and shall not permit any third party to: (i) export or transmit the Platform, directly or indirectly, in violation of Export Laws, including to a country subject to a U.S. embargo; (ii) access or use the Platform in violation of any Export Laws; (iii) provide access to the Platform across international boundaries except in compliance with any Export Laws, including those of the originating country.

Independent Contractors. Both parties shall be, and shall act as, independent contractors. Neither party shall have authority to create any obligation or make any commitments on the other party's behalf.

Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if

sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Use of Names. Neither party may use the names, trademarks, trade names, service marks, insignia, or logos ("Marks") of the other party without such other party's prior written consent. Notwithstanding the foregoing, Legacy Architects may publicly refer to Customer as a customer of Legacy Architects online, verbally and in its marketing materials.

Assignment. This Agreement is not assignable by Customer except with Legacy Architects's prior written consent, and any such assignment in violation hereof is void. Legacy Architects may transfer and assign any of its rights and obligations under this Agreement without consent.

Force Majeure. No delay, failure, or default by Legacy Architects, will constitute a breach of this Agreement to the extent it results of causes beyond the reasonable control of Legacy Architects, including acts of war, terrorism, weather, acts of God or nature, strikes, labor disputes, riots, civil disorder, embargo, internet outage, health crisis, pandemic, earthquake or the like.

Waiver. Neither party shall be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit signed, written waiver. No waiver of a breach of this Agreement by either party will constitute a waiver of any other breach of this Agreement.

Severability. In the event a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and if the foregoing is not possible, such provision shall be severed from the Agreement. All remaining provisions shall continue in full force and effect.

Entire Agreement. This Agreement (including the applicable Order Form and all other documents reference herein) constitutes the entire agreement between the parties with regard to the subject matter herein and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties. Neither party has relied upon any such prior or contemporaneous communications.

Modification. This Agreement may be modified from time to time, and all modifications are effective as of the publish date of such, with or without advance notice to you.

Contact Us

Please direct any questions and concerns regarding this agreement to us at:

Estate Architects LLC d/b/a Legacy Architects
Address: 304 S. Jones Blvd #1784, Las Vegas, NV 89107
Telephone: (720) 248-7707
Email Address: support@legacysystem.com