

End User License Agreement

THIS END USER LICENSE AGREEMENT (“EULA”) is between EstateSpace, LLC (“**EstateSpace**”) and You or the entity that You represent (collectively, “**You**” or “**Your**”), and governs Your use of certain features of the EstateSpace online service and the Gravity Mobile application – which enables You to use certain features of the EstateSpace online service – and any EstateSpace services provided in connection therewith (collectively, the “**Gravity Platform**”) on any desktop or mobile platform or device, including, but not limited to, Android, iOS and Windows mobile platforms and devices (each, a “**Mobile Solution**”). To the extent that the Gravity Platform is an iOS application, You agree to and acknowledge the “**Notice Regarding Apple**” below. EstateSpace and You may be referred to herein individually as “**Party**” and collectively as “**Parties.**”

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE GRAVITY PLATFORM, YOU AGREE THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO A LEGALLY BINDING CONTRACT AND THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE, YOU MAY NOT USE THE GRAVITY PLATFORM.

- 1. Parties.** This EULA is between You and EstateSpace only, and not any application store provider (“App Store Provider”). EstateSpace, and not any App Store Provider, is solely responsible for the Gravity Platform and the content thereof. Notwithstanding the foregoing, You acknowledge that any App Store Provider has the right to enforce this EULA against You as a third-party beneficiary.
- 2. Limited License.** Subject to the terms and conditions of this EULA, EstateSpace hereby grants You a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Gravity Platform on a desktop or Mobile Solution, solely in object code format and solely for lawful purposes.
- 3. License Restrictions.** Except if, and solely to the extent that, such a restriction is impermissible under applicable law, You may not (i) decompile, disassemble, or reverse engineer the Gravity Platform; (ii) access or attempt to access the source code for the Gravity Platform; (iii) modify the Gravity Platform or create derivative works based upon the Gravity Platform, in whole or in part; (iv) remove or destroy any copyright notices or other proprietary marking on the Gravity Platform; (v) interfere with or circumvent any feature of the Gravity Platform, including without limitation any security or access control mechanism; (vi) use the Gravity Platform to enable, support or otherwise aid the development of technology competitive with the Gravity Platform or any software embedded therein; (vii) disclose or permit the disclosure of the results of any benchmark tests of the Gravity Platform without EstateSpace’s prior written consent; or (viii) use the Gravity Platform for any purpose other than a purpose for which the Gravity Platform is expressly

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Proprietary and Confidential. This document, and the information contained therein, shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than your internal use without the prior written consent of EstateSpace.

designed. The term Gravity Platform, as used herein, includes any update or modification to the Gravity Platform made available to You by EstateSpace (unless provided with separate terms). If You are prohibited under applicable law from using the Gravity Platform, You may not use the Gravity Platform.

4. Use of the Gravity Platform – Third Party Terms and Fees. You are solely responsible for Your use of the Gravity Platform on Your desktop or Mobile Solution, including without limitation compliance with these and any applicable third-party terms (collectively, the “**Agreements**”), and payment of any applicable third-party fees. Without limiting the foregoing, You are solely responsible for the payment of all applicable fees associated with any Carrier service plan You use in connection with Your use of the Gravity Platform (such as voice, data, SMS, MMS, roaming, other applicable fees charged by the Carrier). Accordingly, You should use care in selecting a service plan offered by Your Carrier. If Your device is lost or stolen, You must notify EstateSpace immediately to suspend services.

5. Reservation of Rights. The Gravity Platform is licensed, not sold. The Gravity Platform and its content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, services, and other elements (collectively, the “**EstateSpace Materials**”) are owned by or otherwise licensed to EstateSpace and are protected by copyright, trade dress, patent, and trademark laws of the United States and other jurisdictions, international treaties and conventions, other applicable intellectual property and proprietary rights, and applicable laws. As between You and EstateSpace, all EstateSpace Materials, including intellectual property rights therein and thereto, are the sole and exclusive property of EstateSpace or its subsidiaries or affiliated companies and/or its third-party licensors. You may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or make any use of the EstateSpace Materials except as expressly authorized hereunder. EstateSpace reserves all rights not expressly granted in the Agreements. You shall not acquire any right, title or interest to the EstateSpace Materials, whether by implication, estoppel, or otherwise, except for the limited rights set forth in the Agreements.

6. WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GRAVITY PLATFORM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ESTATESPACE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NON-INFRINGEMENT. ESTATESPACE EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION OR FEATURES AVAILABLE THROUGH THE GRAVITY PLATFORM, OR THE QUALITY OR CONSISTENCY OF SERVICES PROVIDED THEREWITH. ESTATESPACE DOES NOT WARRANT THAT YOUR USAGE OF THE GRAVITY PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. ESTATESPACE FURTHER DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO YOUR CARRIER'S NETWORK OR SERVICE.

7. LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES WILL ESTATESPACE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, OR FOR ANY LOSS OF DATA, BUSINESS, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE GRAVITY PLATFORM, WHETHER IN

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CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY IN TORT) EVEN IF ESTATESPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL ESTATESPACE'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS EULA EXCEED THE GREATER OF AMOUNTS PAID BY YOU FOR THE GRAVITY PLATFORM OR FIFTY DOLLARS (\$50 USD). SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT THE ABOVE LIMITATIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

8. Privacy. EstateSpace may use certain information collected through the Gravity Platform as set forth in our Gravity Platform/Services Privacy Policy (available at <https://www.EstateSpace.com/privacy-policy/>), which is incorporated by reference into this EULA.

9. Third Party Claims. EstateSpace shall not be in any way responsible for or obligated to indemnify, defend or hold You harmless with respect to any third-party claims arising out or relating to Your use of or inability to use the Gravity Platform or any data available thereon, including without limitation any claims for intellectual property infringement. If, and to the extent that, EstateSpace is required by applicable law to be responsible for any third party claim or to defend or indemnify You against it, EstateSpace, not any App Store Provider, shall be solely responsible for the investigation, defense, settlement and discharge of any such claim. Nothing in this EULA shall be deemed an admission or acknowledgement by EstateSpace that any such claims may arise or that EstateSpace bears legal responsibility for them.

10. Compliance with Law. You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. You may not use, access, export, re-export, import or transfer the Gravity Platform or any data available thereon in violation of any applicable export or import laws or regulations, and You may not assist or facilitate others in doing any of the foregoing. You acknowledge that it is Your responsibility to comply with any and all applicable export and import laws.

11. Governing Law; Dispute Resolution. The validity, construction, and interpretation of this EULA and the rights and duties of the Parties shall be governed by and enforced in accordance with the internal laws of the Commonwealth of Virginia without regard to principles of conflicts of laws. Any controversy or claim arising out of or relating to this EULA, or the breach thereof, shall be decided by a single arbitrator in binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs, fees and expenses incurred in connection with the arbitration proceeding, including attorneys' fees and expenses and witness costs and expenses. The arbitrator shall apportion the fees, expenses and compensation of the American Arbitration Association and the arbitrator between the parties in such amount as the arbitrator determines is appropriate. Arbitration shall take place in Northern Virginia unless the Parties mutually agree to another location and shall be conducted in the English language. Notwithstanding the foregoing, a Party may, without waiving any remedy under this EULA, seek from any court with jurisdiction, interim or provisional

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equitable relief necessary to protect such Party's rights or property. Any civil action seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to this EULA shall be instituted and maintained exclusively in the federal or state courts situated in Fairfax County, Virginia.

12. Term and Termination. This EULA will remain in effect until terminated. The EULA, and Your rights and licenses hereunder, will terminate immediately upon Your breach of the EULA. You may terminate the EULA by uninstalling and ceasing all use of the Gravity Platform. EstateSpace may terminate this EULA at any time for any reason, including without limitation any actual or suspected misuse or abuse by You of the Gravity Platform. Any provision of this EULA that imposes or contemplates continuing obligations on a Party, including but not limited to sections 1, 3, 4, 5, 6, 7, 8, 9, **Error! Reference source not found.** 10, 11, 13, 14, and 15 shall survive any termination of this EULA.

13. Additional Terms. EstateSpace reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this EULA and to impose new or additional rules, policies, terms, or conditions on Your use of the Gravity Platform. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this EULA as "**Additional Terms**") will be effective immediately and incorporated into this EULA. Your continued use of the Gravity Platform following notice of Additional Terms will be deemed to constitute Your acceptance of any and all such Additional Terms. All such Additional Terms are hereby incorporated into this EULA by this reference.

14. Miscellaneous. If any provision of this EULA is held to be unenforceable, then such provision shall be reformed to the extent necessary to make it enforceable so as to affect the intent of the parties, and the remainder of this EULA shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of Your rights hereunder without EstateSpace' prior written consent, and any such attempt is void. This EULA is binding upon and is for the benefit of the respective successors and assigns of the parties hereto. The Parties acknowledge and agree that a material breach of this EULA adversely affecting EstateSpace's proprietary rights would cause irreparable harm to EstateSpace for which a remedy at law would be inadequate and that EstateSpace shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law. This EULA is the complete agreement between EstateSpace and You concerning the Gravity Platform and supersedes any and all prior and contemporaneous agreements and representations between EstateSpace and You related to the same subject matter.

15. Notice Regarding Apple. In the event of any conflict between this Notice Regarding Apple section and other sections of this EULA, the terms and conditions set forth in this Notice Regarding Apple shall control. To the extent that the Gravity Platform is an iOS application:

- a. This EULA is between You and EstateSpace only, not with Apple. EstateSpace, not Apple, is solely responsible for the Gravity Platform and the content thereof.
- b. This license granted to You for the Gravity Platform is a limited, non-exclusive, non-transferable, non-sublicensable license to use the Gravity Platform on Apple-branded products that You control or own except as otherwise set forth explicitly in Apple's App Store Terms of Service.

- c. EstateSpace is solely responsible for providing any maintenance and support services with respect to the Gravity Platform to the extent required by applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Gravity Platform. Nothing in this EULA shall be deemed an admission or acknowledgement by EstateSpace that EstateSpace bears legal responsibility for any maintenance and support services.

In the event of any failure of the Gravity Platform to conform to any applicable warranty, then You may notify Apple and Apple will refund any applicable purchase price for the Gravity Platform to You; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Gravity Platform.

- d. EstateSpace, not Apple, is responsible for addressing any claims by You or any third party relating to the Gravity Platform or Your possession and/or use of the Gravity Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Gravity Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Nothing in this EULA shall be deemed an admission or acknowledgement by EstateSpace that any such claims may arise or that EstateSpace bears legal responsibility for them.
- e. EstateSpace, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any third party claim that the Gravity Platform and/or Your possession and use of the Gravity Platform infringe that third party's intellectual property rights. Nothing in this EULA shall be deemed an admission or acknowledgement by EstateSpace that any such claims may arise or that EstateSpace bears legal responsibility for them.
- f. You agree to comply with any applicable third-party terms, when using the Gravity Platform.
- g. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon Your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary of this EULA.

Contact. If You have any questions regarding the Gravity Platform or this EULA, please contact EstateSpace via email at support@estatespace.com.

[End of EULA]