

Reallogic Terms of Use

Effective Date: August 24, 2026

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE WEBSITE OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

THE WEBSITE IS NOT INTENDED FOR USE OR ACCESS BY ANYONE UNDER THE AGE OF 18. IF YOU ARE UNDER THE AGE OF 18 (OR THE LEGAL AGE OF MAJORITY TO FORM A BINDING CONTRACT, IF HIGHER, IN YOUR PLACE OF RESIDENCE), YOU MAY NOT USE OR ACCESS THE WEBSITE OR PROVIDE US WITH ANY PERSONALLY IDENTIFIABLE INFORMATION.

These terms and conditions of use (the “**Terms of Use**” or “**Terms**”) is a legally binding agreement between you and Reallogic Analytics, LLC and governs and applies to anyone accessing or using the Reallogic Analytics, LLC website located at www.reallogicinc.com and any related or successor sites, and any associated mobile sites or applications that link to these Terms, along with the various information, documents and services offered by Reallogic (the “**Materials**”) (collectively, the “**Website**”). Your use of the Website may also be subject to the terms of a Software as a Service Subscription Agreement (“**SaaS Agreement**”) entered into by you or your employer and Reallogic Analytics, LLC.

The Website is owned and operated by Reallogic Analytics, LLC and its subsidiaries and affiliates (collectively, “**Reallogic**,” “**we**,” “**us**,” and “**our**”). Your use of the Website is expressly conditioned on your compliance with and acceptance of the following Terms of Use. If you do not agree with any part of the following Terms of Use or Privacy Policy, please do not use the Website. Your decision to end your use of the Website because you do not agree with these Terms of Use is voluntary and does not excuse you from any obligations you may have under an applicable Software as a Service Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

REALLOGIC RESERVES THE RIGHT TO MODIFY THESE TERMS OF USE AT ANY TIME WITHOUT NOTICE, AND SUCH CHANGES SHALL BE DEEMED EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED TERMS OF USE. YOUR CONTINUED USE OF THE WEBSITE AFTER CHANGES HAVE BEEN MADE TO THESE TERMS OF USE CONSTITUTES YOUR ACCEPTANCE OF THE MODIFIED TERMS OF USE THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THESE TERMS OF USE PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE TERMS OF USE AND ANY MODIFICATIONS.

If you are an individual accessing or using the Website on behalf of any corporation, partnership, or other legal entity with which you are associated (“**Organization**”), by using the Website you are agreeing to these Terms of Use on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms of Use. If you do not accept these Terms of Use, you are not authorized to use the Website or its Materials.

1. Purchased Materials: Terms and Conditions

Materials, Billing, and Auto-Renewal

You may be able to purchase Materials on the Website (“**Purchased Materials**”) separate from Materials offered pursuant to a SaaS Agreement. Distinct Purchased Materials may differ with respect to pricing, usage rules, eligibility requirements, functional features, device limitations, and any other restrictions we may disclose at the point of purchase or in your Account settings. Your pricing will be displayed within your Account dashboard or Account settings prior to purchase and at all times thereafter.

Your access to the Purchased Materials, together with any applicable taxes, duties, or transactional charges that you incur through use of the Purchased Materials, will be charged to the payment instrument you have designated and authorized for billing (“**Payment Method**”) on the specific date shown on the billing details section of your online Account. Fees are fully earned upon payment. When you supply a Payment Method, we may attempt to verify the information by processing an authorization hold; although no charge is made in connection with such a hold, your available balance or credit limit may be reduced temporarily.

The timing of charges may vary, including where (i) a free trial or promotional period delays billing; (ii) gift cards, credits, or similar instruments are applied; (iii) a payment failure occurs; or (iv) you modify your Payment Method. We reserve the right to adjust pricing in our sole discretion. Should pricing change, we will attempt to notify you in advance by email or through a notice to the email on your Account. If you do not wish to accept a price change, you must not proceed with obtaining Purchased Materials prior to the effective date; failure to do so constitutes authorization for us to charge the new price to your Payment Method. Additional information on pricing may be found within your Account details.

Payment Processing

We may use a third-party payment processor to process your payment information, including your payment card data. By providing a Payment Method, you expressly authorize us (and any payment processor acting on our behalf) to charge that Payment Method for all fees and any additional amounts you incur in connection with your use of the Website. If your primary Payment Method is declined, expired, or otherwise unavailable, you authorize us to charge any other Payment Method associated with your account. Failure to rectify unsuccessful payments may result in suspension or termination of your access, and you will remain liable for all outstanding amounts, including any reasonable costs of collection such as issuer fees (e.g., foreign transaction fees, overdraft fees), collection-agency charges, attorneys’ fees, and arbitration or court costs.

You may add, remove, or edit Payment Methods at any time by visiting your Account settings. In addition, you authorize us to receive updated Payment Method information from your issuing bank or the applicable payment network and to continue to charge the updated Payment Method. Following any update, you authorize us to charge the then-current Payment Method for all amounts due under these terms.

Taxes

If we are legally required to collect tax on your Purchased Materials, the tax amount will be added automatically to your purchase price. This right to a refund is your exclusive remedy for any tax errors. You remain responsible for any third-party internet access charges, mobile data fees, or similar costs you incur in using the Website.

Gift Cards

We may, in our discretion, issue or authorize the sale of prepaid gift cards, gift codes, or similar instruments (“Gift Cards”) redeemable toward an eligible Purchased Material. Gift Cards may not be combined with any other special offer except as explicitly permitted in the applicable promotional terms.

Changes to Fees

Because fees are contingent on the particular Purchased Material, the precise fee applicable to you at any time is the fee displayed in your Account. We may revise our offerings or adjust a fee from time to time to reflect changes in features, market conditions, or other factors. If you do not wish to accept the revised fee, you must not proceed with obtaining Purchased Materials before the change becomes effective; continued use of the Website after the effective date will constitute acceptance of the change.

No Refunds

ALL PAYMENTS ARE NON-REFUNDABLE, AND WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIALLY UTILIZED PURCHASED MATERIAL OR FOR UNUSED WEBSITE CONTENT OR FEATURES. From time to time, and in our sole discretion, we may elect to issue a refund, discount, credit, or other consideration to some or all users. The issuance of such credit in one instance does not entitle you to credit in the future for similar or different circumstances and does not obligate us to provide credit at any time.

Promo Codes and Discounts

We may create or advertise promo codes, discounts, coupon codes, and offers that provide a benefit to you when entered upon checkout. These cannot be applied to prior or completed transactions, they must be provided at the time of purchase. Generally, promo codes and discounts cannot be combined with other offers. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on the Website or in a marketing communication.

2. Account Creation and Information

In general, you are not obligated to register for an account in order to use the Website. However, certain sections and features of the Website are available only to users who are eligible and have registered for an account (“**Account**”). By registering for an Account, you agree to: (a) provide true, accurate, current, and complete account registration information about yourself as prompted by the Website; and (b) maintain and promptly update such registration information to keep it true, accurate, current, and complete. If you provide any registration information that is untrue, inaccurate, not current, or incomplete, or if Reallogic has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, Reallogic has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof). Additionally, we may reject, and you may not use, an e-mail address for any reason in our sole discretion. For example, we may reject an e-mail address that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; or that is offensive.

In creating an Account through our Website, you will create a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You may only have one active Account at any given time, and you may not allow other people to use your Account to access the Website and/or Materials. If you allow third parties to access Reallogic’s Website through your username and password, you will defend and indemnify Reallogic and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to (a) immediately notify Reallogic by contacting us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of the Website and your Account and to protect other Website users, including without limitation, terminating your Account, changing your password or requesting information to authorize transactions on your Account. **WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.**

The Website is not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under thirteen (13) years of age. **YOU MUST BE AT LEAST THIRTEEN (13) YEARS OF AGE TO ACCESS AND USE THE WEBSITE.** If you are under the age of majority in your home state, which is eighteen (18) years in most states, you may not establish an Account, and you should use the Website only with the supervision of a Legal Guardian who agrees to be bound by these Terms of Use to the fullest extent permitted by applicable law. If you or your Legal Guardian do not agree to these Terms of Use, then you must immediately stop using the Website.

3. Ownership and Copyright

Copyrights, trademark rights, database rights, design rights and any and all other intellectual property and other rights relating to and appearing in or on the Website and Materials existing now or in the future including but not limited to computer programs, source and object code,

documentation, software graphics, interfaces, text, images, designs, videos, sound, illustrations, animations, databases, logos, domain names, trade names and trade identities (collectively referred to as the “**Content**”), are the property of, or used with permission or under license by, Realogic, its parents, subsidiaries, affiliates and/or licensors. All elements of the Website, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. All intellectual property rights associated with the Website and Materials, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title, or interest in any Content by accessing or using the Website. Any rights not expressly granted herein are reserved. The Website may only be used for the intended purpose for which they are being made available.

Images of people or places displayed on the Website are either the property of, or used with permission by, Realogic. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use or specific permission provided elsewhere on the Website. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

With the exception of authorized downloads of data pursuant to an applicable SaaS Agreement or a Purchased Material in accordance with Section 1 of these Terms, any copying, reproduction, publication, posting, transmission or distribution of any part of the Website in any way is prohibited. Except as provided herein or pursuant to a SaaS Agreement between you and Realogic or Purchased Material, no license or right, express or implied, is granted to any person under any intellectual property right. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available through the Website. Modification of the Materials or use of the Materials for any other purpose is a violation of Realogic's copyright and other proprietary rights. Realogic neither warrants nor represents that your use of Materials will not infringe the rights of third parties not owned by or affiliated with Realogic.

4. Use of the Website

The Website and Materials may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the prior written permission of Realogic, except as provided herein. “Deep-linking,” “embedding” or using analogous technology is strictly prohibited. You are prohibited from posting, uploading, sharing, transmitting, distributing, facilitating distribution of or otherwise making available to or through the Website any unlawful, harmful, harassing, threatening, intimidating, fraudulent, tortious, libelous, defamatory, obscene, indecent, vulgar, obscene, hateful, spam, discriminatory, inflammatory, pornographic or profane material or any material that is otherwise objectionable, in our sole discretion, that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You are responsible for complying with all local statutes, orders, rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, electronic mail, publicity and privacy. You may not use the Website for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Website or any other party’s use of the Website. You agree that you will not:

- Use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- Use any robot, spider, other automatic device, or manual process to monitor, copy or scrape any of our web pages or the content contained herein, or the related hardware, software, or equipment, without the prior express written consent from an authorized executive of Reallogic;
- Interfere or attempt to interfere with or damage, impair or disable the operation of the Website and/or the Website's security, by any means, including but not limited to providing links to third party sites or uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code;
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- Post to or transmit through the Website any sensitive personally identifiable information about yourself and third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website, or express or imply that we endorse any statement you make;
- Build a competitive product or service using the Website, build a product or service using similar ideas, features, functions, or graphics as the Website or determine whether the Website is within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Website or monitor the availability, performance, or functionality of the Website;
- Assist or permit any persons in violating these Terms of Use or other applicable laws or rules governing the use of the Website; or
- Make any unsolicited offers, request, advertisements, or spam.

You represent, warrant and agree that you will comply with the above acceptable use requirements. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from the Website and suspension of your access to the Website.

Linking: You are granted a limited, non-exclusive right to create text hyperlinks to the Website for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking website or service does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating,

fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in a website's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Website for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content, but not caches or archives of such Content, or for any machine-learning or training data purposes. We may revoke these permissions at any time.

5. Downloads

The Website may allow you to download certain Content, applications, software, and other information or materials. We make no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with us or a third party.

6. Accuracy of Information

We attempt to ensure that information provided through the Website is complete, accurate and current. We make no representation as to the completeness, accuracy or currency of any information provided through the Website and in the Materials. Reallogic shall not be responsible for any errors or omissions in the Materials.

7. User Content

Reallogic does not claim ownership of any information or data generated by users of our Website and you are responsible for any information, text, reviews, posts, images, videos, or other materials or content that you upload or transmit on the Website (collectively, "**User Content**"), whether publicly or privately, to or through Reallogic, with the exception of feedback and suggestions. You agree, represent, and warrant that any User Content you post on the Website or transmit through the Website is truthful, accurate, not misleading, and offered in good faith, and that you have the right to transmit such User Content. You shall not upload, post, or otherwise make available on or through the Website any User Content protected by copyright, trademark, or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Content.

PLEASE DO NOT UPLOAD OR SEND US ANY USER CONTENT, IDEAS, SUGGESTIONS, OR OTHER USER CONTENT THAT YOU WISH TO KEEP PRIVATE OR PROPRIETARY OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION. By uploading User Content through the Website, or otherwise sending us any ideas, concepts, know-how, proposals, techniques, suggestions or other User Content, you agree that: (i) we are free to use such User Content for any purpose; (ii) such User Content will be deemed not to be confidential or proprietary; (iii) we may have something similar already under consideration or in development;

and (iv) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances unless otherwise expressly agreed in writing by us. Be aware that we have no obligation to keep User Content confidential unless explicitly stated.

User Content License: By submitting, posting, transmitting, or displaying User Content to us, directly or indirectly (including through any use of third-party social media platforms directed at us), you grant to Reallogic (or warrant that the owner of such information and material has expressly granted to Reallogic), its affiliated companies, sublicensees, and successors and assigns a perpetual, irrevocable, worldwide, royalty-free, sub-licensable, and unrestricted license to (i) reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any de-identified User Content; and (ii) incorporate such User Content in other works in any form, media, product, service, or technology now known or hereafter developed for any purpose, including sale, manufacture, or advertising (and to exercise all intellectual property rights associated with such products or other works). Additionally, you irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of your User Content that you may have under any applicable law or legal theory. . You acknowledge and agree that this license includes a right for Reallogic to make such de-identified User Content available to other companies, organizations, or individuals with whom Reallogic has relationships, and to use such User Content in connection with the provision of those services. Notwithstanding the foregoing, please note that any personal information you submit to us through our “Contact Us” forms, order pages, or other forms that are intended to be confidential will be handled in accordance with our Privacy Policy and will not be publicly disclosed, except as described in our Privacy Policy or otherwise approved by you.

8. Descriptions, Testimonials, Opinions

The Website may contain information, statements, and client testimonials about the Website and opinions on certain matters related to the Website. Statements written by us are not a representation or warranty about the Website and should not be relied upon as such.

The Website may allow you to leave reviews, opinions, or testimonials, all of which is User Content. If you leave a review on another website, we may (but are not required to) reach out with a separate agreement to further define our rights in the User Content.

Descriptions and graphic representations of the Website are for informational purposes only and may not completely reflect the current service offerings available. We reserve the right to change Website descriptions or any other information relating to the Website and the services or capabilities of the Website at any time, and we are not responsible for variations between the Website description and the actual performance of the Website. Technological issues, such as your device settings, may alter how the Website appears on your device.

WE HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY CONTAINED IN ANY TESTIMONIAL, BLOG, DESCRIPTION, OR OPINION POSTED ON THE WEBSITE OR ABOUT THE MATERIALS TO THE MAXIMUM EXTENT ALLOWED BY LAW.

9. Third-Party Content and Links

Any information, statements, opinions or other information provided by third parties and made available on the Website are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third-party content on the Website.

The Website may contain hyperlinks or other connection devices, solely as a convenience to users, which will allow you to use the Website and access other websites social media pages, mobile applications or other services operated by other entities. If you click these links, you will leave the Website. Reallogic is not responsible and assumes no responsibility for the contents of any non-Reallogic linked Internet website, or for any potential damage arising out of or in connection with the use of any such link. The Internet websites to which links are provided through the Website are not under the control of Reallogic. Access to any other Internet websites linked to the website is at the user's own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive element.

In addition, the existence of a link between the Website and any other Internet website is not and shall not be understood to be an endorsement, representation, or warranty by Reallogic of any material, substance, information, or the owner or proprietor of the linked Internet website, and such link shall not imply nor create any relationship nor endorsement between Reallogic and the owner or proprietor of such linked website. Links do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked website or service is authorized to use any of our trademarks, logos or copyright symbols.

We may maintain a presence on and link to social media websites, which may include, Facebook, X (formerly Twitter), YouTube, Instagram, LinkedIn, and others (collectively, “**Social Media Pages**”), to provide a place for people to learn more about us and our services and to share experiences with our products or services. When you visit these Social Media Pages, you are no longer on the Website, but rather a website operated by a third party. All comments, visuals, and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use or other applicable policies.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES, AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

10. Copyright Infringement Notices

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“**DMCA**”). This section describes the

information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that any Content on the Website infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the “Designated Agent”), identified below, with the following information:

- A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
- The URL or other specific location on the Website that contains the alleged infringing material described in above, with reasonably sufficient information to enable us to locate the alleged infringing material;
- Your name, mailing address, telephone number and email address;
- The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf.

Designated Agent: Reallogic Analytics, LLC

Email: dmca@reallogicinc.com

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys’ fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
- Your name, mailing address, telephone number and email address;
- The following statement: “I consent to the jurisdiction of [insert one of the following: (1) “the Federal District Court in which my mailing address is located”, or (2) if you reside outside of the United States, “[insert desired state for jurisdiction]”;
- The following statement: “I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent”;
- The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled”; and
- Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless the Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Website.

11. Other Terms, Conditions, and Policies

These Terms of Use apply exclusively to your access to, and use of, the Website and Materials and do not alter in any way the terms or conditions of any other agreement you may have with us for services, programs, or otherwise. Additional terms, conditions, and/or policies may apply to use of specific portions of the Website and Materials and are included as part of these Terms, whether they reference these Terms or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Policies for distributors, and other vendors
- The Reallogic SaaS Agreement and related order forms and addenda
- Privacy policies

Other policies and agreements are found by navigating the Website, typically by checking website headers and footers and by reviewing hyperlinked terms at the point of sale.

We have also adopted a Privacy Policy that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our Privacy Policy www.reallogicinc.com/privacy.

Should we employ you, none of the materials provided on the Website constitute or should be considered part of an employment contract or an offer for employment.

12. Important Legal Terms

Termination

The Website and these Terms of Use are in effect until terminated by you or us. We may terminate the Terms by notifying you using any contact information we have about you or by posting such termination on the Website, including in your Account. You may terminate these Terms by providing written notice of termination, including your detailed contact information and any Account information or other Website credentials to us using the information in the Contact Us section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Website or any of their features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms. We may be protected from liability for these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of these Terms concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination: (i) you must destroy all Content obtained from the Website and all copies thereof; (ii) you will immediately cease all use of and access to the Website; (iii) we may delete or disable access to any of your User Content at any time; and (iv) we may delete your Account at any time. You agree that if your use of the Website is terminated pursuant to these Terms, you will not attempt to use the Website under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Website after termination will be a violation of this Section, which survives any termination.

Even after the termination of these Terms, your Account, or access to the Website, any User Content you have posted or submitted may remain on the Website indefinitely.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT REALOGIC AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS AND RETAILERS (COLLECTIVELY, THE “RELEASEES”) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE RELEASEE HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE WEBSITE, MATERIALS, CONTENT, OR EXTERNAL LINKS; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH, OR FROM THE WEBSITE, (c) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE WEBSITE BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

BY PARTICIPATING OR USING THE WEBSITE, YOU AGREE THAT ANY LEGAL, EQUITABLE, OR OTHER CLAIM OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART OUT OF OR OTHERWISE RELATED TO THE WEBSITE MUST BE SERVED AND FILED WITHIN ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. YOU ACKNOWLEDGE AND AGREE THAT THIS ONE (1) YEAR CONTRACTUAL LIMITATIONS PERIOD IS NOT SUBJECT TO TOLLING AND MAY BE SHORTER THAN THE DEFAULT STATUTE OF LIMITATIONS THAT WOULD OTHERWISE APPLY. AFTER SUCH ONE (1) YEAR PERIOD, THE AFFECTED CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED, AND THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE AFFECTED CLAIM OR ACTION IS BASED SHALL BE DEEMED INCONTESTABLE.

In the event that you have a dispute with one or more other users of the Website, you release the Releasees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Disclaimer of Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT ALLOWED BY LAW, REALOGIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) REALOGIC MAKES NO WARRANTY THAT (a) THE WEBSITE OR MATERIALS WILL MEET YOUR REQUIREMENTS; (b) THE WEBSITE OR MATERIALS WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c)

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR MATERIALS WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, WEBSITE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REALOGIC OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE, AT YOUR SOLE COST AND EXPENSE, FOR PROVIDING ALL EQUIPMENT NECESSARY TO ACCESS THE INTERNET AND/OR THE WEBSITE. THE WEBSITE MAY BE UNAVAILABLE FROM TIME TO TIME FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ROUTINE MAINTENANCE. IN ADDITION, VARIOUS PORTIONS OF THE WEBSITE MAY OPERATE SLOWLY FROM TIME TO TIME. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE WEBSITE AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE WEBSITE. REALOGIC DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE WEBSITE AND, THEREFORE, REALOGIC SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN OR USE OF THE WEBSITE.

You agree that our sole obligation to you is to provide the Website as-is. You agree that unless we do something that is (a) grossly negligent, reckless, or an act of knowing or intentional willful misconduct or (b) a violation of a consumer protection statute in connection with the Website, we will not be liable to you or to any third party for your use of the Website.

Indemnification

You agree to indemnify, defend and hold Reallogic the Releasees, and all of our officers, directors, shareholders, employees and agents harmless from and against all demands, suits, actions, liabilities, judgments, fines, interest, penalties, damages, losses, costs, claims or other expenses (including, without limitation, reasonable attorneys' fees and fees of other professional advisers) resulting from (i) your online conduct and use of the Website and Materials; (ii) your violation, breach or alleged breach of these Terms of Use; (iii) your failure to comply with any applicable laws or regulations; (iv) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, including without limitation, copyright and trademark

infringement, obscene or indecent postings, and online defamation; or (v) any of your dealings or transactions with other persons resulting from use of the Website. You will be required to completely and fully indemnify Realogic for its losses. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Consent to Communication

When you use the Website or send communications to us through the Website, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Website. We may communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Content, creating an Account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.

Severability

If any provision of these Terms of Use is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Terms will be enforceable.

Assignment

We may assign the Terms at any time with or without notice to you. You may not assign or sublicense the Terms or any of your rights or obligations under the Terms without our prior written consent.

Government End Users

Products or services provided under these Terms of Use are designed and intended for use by non-government entities and individuals. Use by or on behalf of a Government End User as defined under 15 C.F.R § 772.1 is strictly prohibited and requires prior written authorization from us. If authorization is granted by us, the authorized Government End User must abide by applicable regulations, including but not limited to regulations in 48 C.F.R Chapter 1 and 41 C.F.R §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a).

13. Disputes, Arbitration, and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

Agreement to Arbitrate

You and we agree that any dispute, claim, or controversy, including those known or unknown that may be later discovered, arising out of or relating to these Terms, other agreements on the Website, or the Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Chicago, Illinois before one arbitrator or submitted to small claims court in Cook County, Illinois. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of these Terms, including Rules 16.1 and 16.2 of those Rules.

No Class Actions

YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Seeking Arbitration

If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim (“**Notice**”). The Notice to us must be addressed to: Realogic Analytics, LLC, 230 W. Monroe St., Suite 1000, Chicago, IL 60606. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). If you and we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US \$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

Hearing

If your claim is for \$10,000 US Dollars (USD) or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds \$10,000 USD, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator’s decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award

In the event arbitration awards you damages of an amount at least US \$100 greater than our last documented settlement offer, we will pay your awarded damages or \$2,500 USD, whichever is greater (“**Award**”).

Injunctive Relief

Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of these Terms unenforceable, that portion shall not be effective, and the remainder of these Terms shall remain effective. No waiver, express or implied, by either party of any breach of or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality

You and we shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a

preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated Proceedings

If twenty-five (25) or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals (“**Coordinated Claims**”), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and our counsel shall each select five (5) cases to proceed first in arbitration in a bellwether proceeding (“**Test Cases**”). The remaining cases shall not be filed in arbitration until the first ten (10) have been resolved. Counsel for the individuals in the Test Cases will use reasonable efforts to keep the individuals who are not participating in the Test Cases informed regarding the contents, deliberations, and potential outcomes of the Test Cases, subject to reasonable confidentiality restrictions. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five (5) cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer for the claims. Both parties will use reasonable efforts to ensure each and every outstanding claim is resolved. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against us. Individuals bringing Coordinated Claims shall be responsible for up to US \$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

Governing Law and Rules

These Terms of Use and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, exclusive of conflict or choice of law rules. You and we acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to these Terms, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to these Terms, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of these Terms) with respect to any final award in an arbitration arising out of or related to these Terms.

Severance of Arbitration Agreement

If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying or otherwise describing

the arbitration agreement shall be severed from these Terms. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

14. Jurisdiction and General Terms

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. The Website is intended for use in and by citizens and domiciliaries of the United States of America only. The Materials may contain information about products which may not be available in other countries or may be available under different trademarks in different countries, subject to different indications or restrictions of use. The Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois, in the United States of America, regardless of where the user is based. You agree that any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the state or federal courts located in Cook County, Illinois, U.S.A., and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

New Jersey Residents: If you are a consumer residing in New Jersey, the following provisions of these Terms of Use do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (i) Disclaimer of Warranty; (ii) Limitation of Liability; (iii) Indemnity; and (iv) under Disputes, Arbitration, and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

California Residents: Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using this Website, you agree that these California Civil Code Section 1542 protections no longer apply to you.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

You or we may suspend or terminate your account or your use of the Website at any time, for any reason or for no reason, unless you are bound by the terms of an applicable SaaS Agreement. Unless otherwise stated, any other rules, restrictions, guidelines and terms and conditions that may be posted or made available in connection with a particular feature on the Website are incorporated by this reference into these Terms of Use.

Your use of the Website is independent of Reallogic and not as an employee, agent, partner, or joint-venturer with Reallogic for any purpose.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

15. Changes to the Terms of Use

Reallogic may make changes to, revise, or otherwise update the Terms from time to time. When these changes are made, Reallogic will make a new copy of the Terms available on its website and any new additional terms will be made available to you from within, or through, the affected Website. We may make reasonable efforts to notify you of material changes to the Terms. However, please check the “Last Updated” legend at the top of this page to see when the Terms were last revised. When changes are made to the Terms, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review the Terms as there may have been changes to our policies that may affect you. If you do not agree to the Terms as modified, then you must discontinue your use of the Website.

You acknowledge and agree that if you continue to use the Website after the date on which the Terms have changed, Reallogic will treat your use as acceptance of the updated Terms.

16. Entire Agreement

The Terms of Use constitutes the entire agreement between you and Reallogic, with the exception of any applicable SaaS Agreement. If you do not understand any of the foregoing terms and conditions or if you have any questions or comments, we invite you to contact us at:

Reallogic Analytics, LLC
230 W. Monroe St., Suite 1000
Chicago, IL 60606

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