



Terms of Service & Privacy Policy

Last Updated June 29, 2026

1) ACCEPTANCE OF TERMS. Real Integrated Technology, LLC ("RIT," "Varro," "we," "our," or "us") welcomes you. RIT provides the RIT Services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by RIT from time to time, and RIT will endeavor to notify all customers by email or other means as changes occur. By accessing and using the RIT Services, you accept and agree to be bound by the terms and provisions of the TOS. In addition, when using particular RIT owned or operated services, including the Varro Portal, you and RIT shall be subject to any posted guidelines or rules applicable to such services, with such guidelines or rules being hereby incorporated by reference into the TOS. RIT may also offer other services that are governed by different Terms of Service. Anyone that uses RIT Services is subject to the TOS. Do not use the RIT Services if you do not accept the terms of the TOS. "Customer," "you," and "your" mean the individual or entity accessing or using the Services (as defined below).

2) DESCRIPTION OF RIT SERVICES. RIT provides a cloud-based software-as-a-service ("SaaS") platform and related technology solutions that enable customers to monitor, organize, and analyze regulatory information and related operational workflows applicable to the real estate and other industries, as well as an online database to store and access information logged and uploaded (the "RIT Services"). The Services may include, without limitation:

a) RegAlert, a regulatory monitoring platform designed to monitor, aggregate, organize, classify, and communicate information regarding legislative, regulatory, administrative, judicial, and other governmental developments at the federal, state, county, municipal, and other applicable jurisdictional levels, including proposed and enacted legislation, and provides configurable alerts, notifications, summaries, and workflow management tools;

b) RegLibrary, a searchable database and research platform of regulatory materials, including enacted legislation, regulations, agency guidance, case law, ordinances, and other legal or compliance-related resources curated or aggregated by RIT;

c) Varro Portal, a property technology platform that provides portfolio management, collaboration, document management, asset organization, workflow, reporting, analytics and related operational functionality by allowing customers to organize assets, properties, jurisdictions, and related information;

d) Workflow, collaboration, task management, reporting, dashboard, notification, and administrative tools designed to assist organizations in managing internal compliance activities;

e) Analytical, search, filtering, mapping, reporting, and data visualization functionality;

f) Application programming interfaces ("APIs"), integrations with third-party software, services, data providers, platforms, mobile applications, and other related services; and

g) Any enhancements, updates, modifications, additional modules, artificial intelligence-assisted functionality, machine learning functionality, or other features that RIT may develop or make available from time to time.

Certain Services may include summaries, classifications, analyses, prioritizations, impact assessments, recommendations, or other informational outputs generated using automated processes, artificial intelligence, machine learning, or similar technologies. Such outputs are intended solely to assist customers in reviewing regulatory information and should not be relied upon as a substitute for independent legal, regulatory, or professional review. You are responsible for independently verifying any such outputs before acting upon them.

Regulatory information is derived from publicly available and third-party sources and may be supplemented with proprietary organization, categorization, summaries, metadata, or analytical tools developed by RIT. RIT may modify, enhance, discontinue, replace, or add features to the Services at any time in its sole discretion. Certain features or functionality may be available only under specific subscription plans or separate written agreements.



Unless explicitly stated otherwise, any new features that augment or enhance the current RIT Services shall be subject to the TOS. You are responsible for obtaining access to the RIT Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the RIT Services.

3) NO LEGAL ADVICE; NO ATTORNEY-CLIENT RELATIONSHIP. The Services are intended solely as informational and operational tools and are not intended to provide legal advice, legal opinions, regulatory compliance certification, accounting advice, tax advice, engineering advice, or other professional services. No attorney-client, accountant-client, consultant-client, fiduciary, or other professional relationship is created through use of the Services.

4) REGULATORY MONITORING DISCLAIMER. Although the Services are designed to monitor and communicate developments relating to applicable laws, regulations, governmental actions, and judicial decisions, RIT does not represent or warrant that every applicable legal development, amendment, enforcement action, agency interpretation, or regulatory change will be identified, captured, summarized, classified, or communicated, or that any notification will be provided within any particular timeframe. Legislative and regulatory developments may occur without notice, may be subject to varying effective dates or interpretations, and may be amended, repealed, stayed, or invalidated after publication. Customers remain solely responsible for independently determining the legal, regulatory, licensing, operational, and compliance requirements applicable to their organizations, properties, portfolios, transactions and operations and for obtaining appropriate legal or professional advice regarding compliance obligations. RIT does not guarantee that any regulatory development will be identified before its effective date. RIT also does not guarantee uninterrupted monitoring of any jurisdiction.

5) CUSTOMER RESPONSIBILITY FOR COMPLIANCE. You acknowledge that you remain solely responsible for evaluating, interpreting, and complying with all applicable laws, regulations, licensing requirements, governmental orders, contractual obligations, and internal policies applicable to your organization. You are responsible for reviewing all alerts, summaries, reports, recommendations, and other outputs before relying upon them. RIT shall not be responsible for any decision made or action taken in reliance upon the Services.

6) REGISTRATION OBLIGATIONS. In consideration of your use of the RIT Services, you represent that you are duly authorized to enter into a binding contract and are not a person or other entity barred from receiving the RIT Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information as prompted by the RIT Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RIT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RIT has the right to suspend or terminate your account and refuse any and all current or future use of the RIT Services (or any portion thereof).

7) RIT PRIVACY POLICY. RIT respects the privacy of its customers and users and is committed to protecting information collected through the Services. This Privacy Policy describes the categories of information collected, how such information may be used, and the circumstances under which it may be disclosed.

Information We Collect. Depending upon the Services utilized, RIT may collect and process the following categories of information: (i) account registration information, including names, company names, business addresses, telephone numbers, and email addresses; (ii) authentication information, including usernames, encrypted passwords, and account preferences; (iii) portfolio and property information, including property addresses, jurisdictional information, asset characteristics, ownership or management information, and other customer-provided operational data; (iv) user-generated content, including uploaded documents, workflows, tasks, comments, reports, notes, communications, and other information submitted through the Services; (v) technical information, including IP addresses, browser type, operating system, device identifiers, cookies, usage information, access logs, and similar diagnostic or analytical information; and (vi) any other information voluntarily submitted through the Services. Customer is solely responsible for determining what information it elects to upload to the Services.

Use of Information. RIT may use information collected through the Services to: (i) provide, maintain, secure, support, and improve the Services; (ii) authenticate users and administer user accounts; (iii) generate alerts, reports, notifications, workflows, dashboards, and other Service functionality; (iv) communicate regarding customer support, account administration, security notices, product updates, and other administrative matters; (v) conduct analytics, quality assurance, troubleshooting, research, product development, and performance monitoring; (vi) detect,



investigate, prevent, or respond to fraud, unauthorized access, security incidents, or other unlawful activity; (vii) comply with legal obligations; and (viii) otherwise operate and improve the Services.

Customer Data. As between Customer and RIT, Customer retains all right, title, and interest in and to Customer Data submitted through the Services. Customer grants RIT a non-exclusive, worldwide, royalty-free license to host, store, process, reproduce, transmit, analyze, and otherwise use Customer Data solely as necessary to provide, maintain, support, secure, improve, and develop the Services, fulfill its contractual obligations, and comply with applicable law.

Information Sharing. RIT does not sell Customer Data. RIT may disclose information: (i) to affiliates, contractors, cloud hosting providers, payment processors, authentication providers, analytics providers, artificial intelligence providers, and other service providers performing services on RIT's behalf; (ii) when required by law, court order, subpoena, governmental request, or other legal process; (iii) to protect the rights, property, security, or safety of RIT, its customers, or others; (iv) in connection with a merger, acquisition, financing, asset sale, or other corporate transaction; or (v) with Customer's consent or at Customer's direction.

Security. RIT maintains commercially reasonable administrative, technical, and physical safeguards designed to protect information maintained through the Services from unauthorized access, disclosure, alteration, or destruction. No system can guarantee absolute security, and Customer acknowledges that use of the Services is at its own risk.

Data Retention. RIT retains information only for as long as reasonably necessary to provide the Services, satisfy legal or contractual obligations, resolve disputes, enforce these Terms, or otherwise conduct its business. Following termination of the Services, Customer Data may be deleted or anonymized in accordance with RIT's standard retention and backup procedures.

Cookies and Analytics. RIT may utilize cookies, log files, analytics tools, web beacons, and similar technologies to authenticate users, maintain user sessions, analyze Service usage, improve performance, and enhance the user experience. Certain browser settings may permit users to limit the use of cookies; however, disabling cookies may affect the functionality of the Services.

Aggregated and De-Identified Information. RIT may create, compile, and use aggregated, anonymized, or de-identified information derived from Customer Data, provided such information does not identify Customer or any individual. Such information may be used for analytics, benchmarking, research, product development, security, marketing, and other lawful business purposes.

Sensitive Personal Information. Unless expressly authorized in writing by RIT, Customer shall not upload or store Social Security numbers, driver's license numbers, passport numbers, payment card information, protected health information, biometric information, or other categories of highly sensitive personal information within the Services. Customer is solely responsible for the information it elects to upload.

Changes to this Privacy Policy. RIT may revise this Privacy Policy from time to time to reflect changes in the Services, applicable law, or business practices. Updated versions will become effective upon posting or other notice provided in accordance with these Terms.

8) CUSTOMER ACCOUNT, PASSWORD AND SECURITY. You will receive a password and account designation upon completing the RIT Service's registration process. 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 agree to (a) immediately notify RIT 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. RIT cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 8. Notwithstanding the foregoing provision, you may change your password(s) or request password changes at any time, without any frequency restrictions.

9) CUSTOMER CONDUCT. You, and not RIT, are entirely responsible for all information, data, text or other materials ("Content"), that you upload via the RIT Services. You agree to not use the RIT Services to:

- a) upload any Content that is unlawful;
- b) harm minors in any way;



- c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) upload any Content that you do not have a right to store in the database provided by the RIT Services under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e) upload any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f) upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; and/or
- h) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

RIT and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You acknowledge, consent and agree that RIT may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third-parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of RIT, its customers and the public.

You understand that the RIT Services and software embodied within the RIT Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by RIT and/or content providers who provide content to the RIT Services. You may not attempt to override or circumvent any of the usage rules embedded into the RIT Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the RIT Services, in whole or in part, is strictly prohibited.

10) SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the RIT Services and transfer, posting and uploading of software, technology, and other technical data via the RIT Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the RIT Services to parties identified on such lists; (b) agree not to use the RIT Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer, upload, or post via the RIT Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

11) CONTRIBUTIONS TO RIT. By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to RIT through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) RIT is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) RIT shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) RIT may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of RIT without any obligation of RIT to you; and (f) you are not entitled to any compensation or reimbursement of any kind from RIT under any circumstances.

12) INDEMNITY. You agree to indemnify and hold RIT and its subsidiaries, affiliates, officers, agents, employees,



partners and licensors harmless from any third-party claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of the RIT Services, your connection to the RIT Services, your violation of the TOS, or your violation of any rights of another.

13) GENERAL PRACTICES REGARDING USE AND STORAGE. You acknowledge that RIT may establish reasonable technical and operational limits concerning use of the RIT Services, including without limitation storage limitations, usage thresholds, retention periods, and system resources. You agree that RIT has no responsibility or liability for the deletion or failure to store any data maintained or transmitted by the RIT Services. You acknowledge that RIT reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that RIT reserves the right to modify these limits from time to time in its reasonable discretion.

14) MODIFICATIONS TO RIT SERVICES. RIT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the RIT Services (or any part thereof), with customers being notified as stated in Section 1 above. You agree that RIT shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the RIT Services (or any part thereof), unless such modification, suspension or discontinuance is found to be grossly negligent or the result of reckless misconduct.

15) TERMINATION. You may terminate your RIT account and access to the RIT Services by providing such written notice of termination to RIT. You agree that RIT may, without prior notice, immediately terminate, limit your access to or suspend your RIT account and access to the RIT Services for causes including, but not limited to (a) breaches or violations of the TOS or other incorporated agreements or guidelines (RIT may restore user access if such breach or violation is cured), (b) requests by law enforcement or other government agencies, (c) unexpected technical or security issues or problems, subject to the terms of this TOS (d) extended periods of inactivity (e) engagement by you in fraudulent or illegal activities, and/or (f) nonpayment of any fees owed by you in connection with the RIT Services. Except for those aforementioned causes specified in this Section 15, RIT shall provide you with sixty (60) days prior written notice of its intent to terminate your RIT account. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in RIT's sole discretion and that RIT shall not be liable to you or any third-party for any termination of your account or access to the RIT Services. Termination of your RIT account includes any and all of the following: (a) removal of access to all or part of the offerings within the RIT Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the RIT Services.

16) LINKS. The RIT Services may provide links to other World Wide Web sites or resources. You acknowledge and agree that RIT is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that RIT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such goods or services available on or through any such site or resource.

17) PROPRIETARY RIGHTS. The Services, including all software, source code, object code, databases, regulatory content, compilations, search indexes, workflows, user interfaces, dashboards, reports, documentation, graphics, designs, text, logos, trademarks, service marks, trade names, metadata, algorithms, artificial intelligence models, machine learning models, analytical methodologies, classifications, summaries, recommendations, proprietary processes, and all enhancements, modifications, derivative works, and improvements thereto (collectively, the "RIT Intellectual Property"), are and shall remain the exclusive property of RIT and its licensors and are protected by applicable intellectual property, trade secret, copyright, patent, trademark, and other laws. Except for the limited license expressly granted in these Terms, no ownership rights are transferred to Customer.

As between Customer and RIT, Customer retains all right, title, and interest in and to Customer Data submitted, uploaded, or transmitted through the Services. Customer grants RIT a non-exclusive, worldwide, royalty-free license to host, store, reproduce, process, transmit, display, analyze, and otherwise use Customer Data solely as necessary to provide, maintain, support, secure, improve, and develop the Services, fulfill contractual obligations, and comply with applicable law.

Subject to these Terms and any applicable subscription agreement or Order, RIT grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the applicable subscription term to access and use the Services solely for Customer's internal business purposes.



Except as expressly authorized by RIT in writing, Customer shall not, and shall not permit any third-party to: (i) copy, reproduce, modify, adapt, translate, or create derivative works of the Services; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithms, models, or underlying structure of the Services; (iii) scrape, harvest, download, systematically extract, or republish regulatory content, summaries, databases, or other information available through the Services; (iv) remove, alter, or obscure any proprietary notices or intellectual property markings; (v) use the Services or any portion thereof to develop, train, improve, or assist any competing product or service; (vi) access the Services for benchmarking, competitive analysis, or commercial resale purposes without RIT's prior written consent; (vii) permit unauthorized third-parties to access the Services or share account credentials in violation of these Terms. Customer shall not use the Services or any output generated by the Services for purposes of training, validating, fine-tuning, or developing any artificial intelligence, machine learning, or similar automated system without RIT's prior written consent.

Any suggestions, ideas, comments, recommendations, enhancement requests, or other feedback voluntarily submitted by Customer regarding the Services may be used by RIT without restriction or obligation, and Customer hereby grants RIT a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate such feedback into the Services without compensation.

RIT may compile and use aggregated, anonymized, or de-identified information derived from Customer Data that does not identify Customer or any individual for analytics, benchmarking, product development, security, research, reporting, and other lawful business purposes.

Except for the limited license expressly granted herein, all rights not expressly granted are reserved by RIT.

18) DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE RIT SERVICES IS AT YOUR SOLE RISK. THE RIT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

RIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE RIT SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE RIT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE RIT SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE RIT SERVICES WILL MEET YOUR EXPECTATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE RIT SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RIT OR THROUGH OR FROM THE RIT SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

19) LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT RIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, 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 RIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE RIT SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (d) ANY OTHER MATTER RELATING TO THE RIT SERVICES, INCLUDING WITHOUT LIMITATION: (I) ANY FAILURE TO IDENTIFY, CAPTURE, SUMMARIZE, CLASSIFY, INTERPRET, COMMUNICATE, OR TIMELY NOTIFY CUSTOMERS OF ANY LEGISLATIVE, REGULATORY, JUDICIAL, ADMINISTRATIVE, OR GOVERNMENTAL DEVELOPMENT; (II) ANY DELAY, INTERRUPTION, OMISSION, INACCURACY,



INCOMPLETENESS, OR ERROR IN ANY ALERT, NOTIFICATION, SUMMARY, REPORT, RECOMMENDATION, WORKFLOW, IMPACT ASSESSMENT, REGULATORY CONTENT, SEARCH RESULT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES; (III) ANY RELIANCE BY YOU OR ANY THIRD-PARTY ON THE SERVICES OR ANY INFORMATION, SUMMARIES, ANALYSES, CLASSIFICATIONS, RECOMMENDATIONS, OR OUTPUTS GENERATED BY OR THROUGH THE SERVICES; (IV) ANY ACTUAL OR ALLEGED FAILURE TO COMPLY WITH ANY LAW, REGULATION, ORDINANCE, GOVERNMENTAL ORDER, LICENSING REQUIREMENT, AGENCY GUIDANCE, OR OTHER LEGAL OBLIGATION; (V) ANY GOVERNMENTAL INVESTIGATION, AUDIT, ENFORCEMENT ACTION, ADMINISTRATIVE PROCEEDING, CIVIL CLAIM, CRIMINAL PROCEEDING, REGULATORY PENALTY, FINE, ASSESSMENT, SANCTION, OR OTHER GOVERNMENTAL ACTION; (VI) ANY BUSINESS INTERRUPTION, PROJECT DELAY, OPERATIONAL DISRUPTION, LOSS OF BUSINESS OPPORTUNITY, REPUTATIONAL HARM, TENANT CLAIM, INVESTOR CLAIM, CONTRACTUAL DISPUTE, OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THE USE OF, OR INABILITY TO USE, THE SERVICES; (VII) ANY ACTS, OMISSIONS, ERRORS, OR FAILURES OF THIRD-PARTY DATA PROVIDERS, GOVERNMENTAL AGENCIES, PUBLIC RECORDS, OR OTHER EXTERNAL INFORMATION SOURCES; OR (VIII) ANY AUTOMATED, ALGORITHMIC, ARTIFICIAL INTELLIGENCE, OR MACHINE LEARNING GENERATED SUMMARIES, ANALYSES, RECOMMENDATIONS, CLASSIFICATIONS, PRIORITIZATIONS, IMPACT ASSESSMENTS, OR OTHER OUTPUTS. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE INTENDED TO ASSIST CUSTOMERS IN IDENTIFYING AND ORGANIZING REGULATORY INFORMATION AND THAT CUSTOMER REMAINS SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING, INTERPRETING, AND DETERMINING THE APPLICABILITY OF ANY LEGAL OR REGULATORY REQUIREMENTS. CUSTOMER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST RIT BASED UPON ITS ALLEGED RELIANCE ON ANY ALERT, NOTIFICATION, SUMMARY, ANALYSIS, RECOMMENDATION, IMPACT ASSESSMENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

20) LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF RIT, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO RIT FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

21) NO THIRD-PARTY BENEFICIARIES. You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

22) NOTICE. RIT may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the RIT Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the RIT Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the RIT Services in an authorized manner.

23) TRADEMARK INFORMATION. You agree that all of RIT's trademarks, trade names, service marks and other RIT logos and brand features, and product and service names are trademarks and the property of REAL Integrated Technology, LLC (the "RIT Marks"). Without RIT's prior permission, you agree not to display or use in any manner the RIT Marks.

24) GENERAL INFORMATION.

Entire Agreement. The TOS constitutes the entire agreement between you and RIT and governs your use of the RIT Services, superseding any prior version of this TOS between you and RIT with respect to the RIT Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other RIT services, affiliate services, third-party content or third-party software.

Order of Precedence. If Customer has entered into a separate Master Subscription Agreement, Enterprise Agreement, Order Form, Statement of Work, or other written agreement with RIT, the terms of that agreement shall control solely to the extent of any conflict with these Terms. In all other respects, these Terms shall remain in full force and effect.

Choice of Law and Forum. You and RIT each agree that the TOS and the relationship between the parties shall be



governed by the laws of the State of Delaware without regard to its conflict of law provisions. The parties waive trial by jury to the fullest extent permitted by applicable law.

Assignment. Neither party may assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that RIT may assign this Agreement without Customer's consent in connection with a merger, acquisition, corporate reorganization, sale of substantially all of its assets, financing transaction, or similar corporate transaction. Any attempted assignment in violation of this provision shall be void.

Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than Customer's payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, epidemics, governmental actions, labor disputes, war, terrorism, civil unrest, failures of telecommunications providers, Internet service disruptions, utility outages, cyberattacks, or failures of third-party service providers upon which the Services reasonably depend. The affected party shall use commercially reasonable efforts to resume performance as soon as reasonably practicable.

Electronic Acceptance. Customer acknowledges and agrees that its acceptance of these Terms by electronic means, including clicking an "I Accept," "Sign Up," "Register," or similar button, accessing or using the Services, or executing an electronic order or subscription document, constitutes Customer's legal agreement to be bound by these Terms to the same extent as if Customer had manually signed a written agreement.

Survival. The provisions relating to Proprietary Rights, Customer Data, Confidentiality, Indemnification, Disclaimer of Warranties, Limitation of Liability, Liability Cap, Payment Obligations, Choice of Law and Forum, and any other provisions which by their nature are intended to survive termination shall survive the expiration or termination of this Agreement.

Waiver and Severability of Terms. The failure of RIT to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your RIT account is non-transferable and any rights to your RIT ID or contents within your account terminate upon your death or dissolution. Upon receipt of a copy of a death certificate or notice of dissolution, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the RIT Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Headings. The section titles in the TOS are for convenience only and have no legal or contractual effect.

25) NOTICES. All notices, or any questions or concerns, by you shall be by email to jmarino@varroportal.com, or by mail at the address listed at the bottom of this page. Please note that e-mail communications may not be secure; accordingly, you should not include sensitive information.