

TERMS OF SERVICE

REOS - Real Estate Optimization Software
Operated by REOS Software LLC

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Please read these Terms of Service carefully. They govern your access to and use of the REOS platform and constitute a legally binding agreement between you, the user, and REOS Software LLC. By creating an account, clicking to accept, or accessing or using the Service, you agree to be bound by these Terms.

1. Acceptance of These Terms

These Terms of Service (the “Terms”) constitute a binding agreement between you (“Customer,” “you,” or “your”) and **REOS Software LLC**, a Georgia limited liability company with its principal place of business at 1210 Jardin Court, Alpharetta, Georgia 30022 (“Company,” “we,” “us,” or “our”). These Terms govern your access to and use of the REOS web application, related software, application programming interfaces, integrations, and associated services that we make available (collectively, the “Service”).

By creating an account, clicking a box or button indicating acceptance, executing an order or order form that references these Terms, or otherwise accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service.

Authority. If you are accepting these Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity and its Authorized Users to these Terms, in which case “you” and “Customer” refer to that entity. If you do not have such authority, you must not accept these Terms or use the Service.

Eligibility. You represent that you are at least eighteen (18) years of age and capable of forming a legally binding contract. The Service is intended for business and professional use and is not directed to consumers for personal, family, or household purposes.

Related policies. Your use of the Service is also governed by our Privacy Policy and any usage limits, plan descriptions, or order forms applicable to your subscription, each of which is incorporated into these Terms by reference. In the event of a conflict, an executed order form controls over these Terms, and these Terms control over any other referenced policy, except with respect to the processing of personal data, where the Privacy Policy controls.

2. Definitions

Capitalized terms have the meanings set forth below or where otherwise defined in these Terms.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting interests of the subject entity.

“Authorized User” means an individual whom you authorize to use the Service on your behalf and for whom a subscription has been procured, including your employees, contractors, and agents.

“Confidential Information” has the meaning set forth in Section 9.

“Customer Data” means all data, information, files, parcel records, deal records, financial inputs, contact and counterparty records, documents, attachments, and other content that you or your Authorized Users submit to, store in, transmit through, or generate by means of the Service, excluding Aggregated Data and Feedback.

“Documentation” means the user guides, help materials, and specifications for the Service that we make generally available.

“Fees” means all subscription fees and other amounts payable by you for the Service as set forth on the applicable plan or order form.

“Order” means an online plan selection, subscription enrollment, or written order form pursuant to which you subscribe to the Service.

“Source Data” means parcel, geographic, regulatory, market, public-record, and similar data that the Service retrieves from third-party and governmental sources and makes available to you within the Service.

“Subscription Term” means the period during which you are authorized to access the Service under an Order, including any renewal periods.

“Third-Party Services” means products, services, applications, or content provided by third parties that interoperate with or are made available through the Service.

“Aggregated Data” means data that has been aggregated and/or de-identified such that it does not identify you, any Authorized User, or any individual, and cannot reasonably be used to do so.

3. The Service

3.1 Provision of the Service

Subject to your compliance with these Terms and payment of applicable Fees, we will make the Service available to you and your Authorized Users during the Subscription Term in accordance with these Terms and the Documentation.

3.2 License Grant

We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service and Documentation during the Subscription Term, solely for your internal business purposes and subject to any usage limits set forth in your Order. All rights not expressly granted to you are reserved by us and our licensors.

3.3 Authorized Users

You may permit your Authorized Users to use the Service, provided that you remain responsible for each Authorized User’s compliance with these Terms and for all activity occurring under your account. Account credentials may not be shared, and each set of credentials is for use by a single Authorized User unless otherwise expressly permitted in your Order.

3.4 Account Registration and Security

You agree to provide accurate, current, and complete registration information and to keep it updated. You are solely responsible for safeguarding your account credentials, for all activities that occur under your account, and for promptly notifying us of any actual or suspected unauthorized access or use. We are not liable for any loss or damage arising from your failure to maintain the confidentiality of your credentials.

3.5 Modifications to the Service

We may, from time to time, modify, update, enhance, or discontinue features or functionality of the Service. We will use commercially reasonable efforts not to materially decrease the core functionality of the Service for which you have paid during your then-current Subscription Term. If we materially decrease such core functionality and you object in writing within thirty (30) days, your sole remedy is to terminate the affected subscription and receive a pro rata refund of any pre-paid, unused Fees.

3.6 Beta and Early-Access Features

We may offer features identified as beta, preview, evaluation, early access, or otherwise not generally available (“Beta Features”). Beta Features are provided “AS IS” and “AS AVAILABLE,” may be modified or discontinued at any time, are excluded from any service commitments, and are used at your sole risk.

3.7 Support

We will provide commercially reasonable support to you through the support channels we designate from time to time. Unless a separate written service level agreement applies to your subscription, the Service is provided without any formal service level, uptime, or response-time commitment.

3.8 Availability

We will use commercially reasonable efforts to make the Service available, but the Service may be unavailable from time to time due to maintenance, updates, or factors outside our reasonable control. We do not warrant uninterrupted or error-free availability unless expressly provided in a separate written service level agreement.

4. Customer Responsibilities and Acceptable Use

4.1 General Responsibilities

You are responsible for: (a) all use of the Service under your account; (b) the accuracy, quality, legality, and reliability of your Customer Data and the means by which you acquired it; (c) obtaining and maintaining the network access, hardware, and software necessary to use the Service; and (d) your Authorized Users’ compliance with these Terms.

4.2 Acceptable Use

You agree that you will not, and will not permit any Authorized User or third party to:

- use the Service in violation of any applicable law, regulation, or order, or any third-party right, including intellectual property, privacy, publicity, or contractual rights;
- copy, modify, translate, or create derivative works of the Service or Documentation, except as expressly permitted herein;

- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service, except to the extent this restriction is expressly prohibited by applicable law;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Service available to any third party, or use the Service in any service-bureau or time-sharing capacity, except as expressly authorized;
- upload, transmit, or store any code, file, or program that is malicious, harmful, or designed to interrupt, damage, or limit the functionality of any software, hardware, or system;
- interfere with or disrupt the integrity, security, or performance of the Service or the data contained therein, or attempt to gain unauthorized access to the Service or its related systems or networks;
- circumvent, disable, or otherwise interfere with usage limits, access controls, authentication measures, or other security or rate-limiting features of the Service;
- access, scrape, harvest, crawl, or extract data from the Service through automated means or otherwise, except through functionality expressly provided by the Service;
- use the Service to store, process, or transmit data that you do not have the lawful right to possess, use, or process, or that is infringing, defamatory, harassing, obscene, or otherwise objectionable; or
- use the Service to send unsolicited or unlawful communications, or in any manner that violates applicable telemarketing, anti-spam, fair housing, consumer protection, or real-estate licensing laws.

4.3 Compliance with Laws

You are solely responsible for compliance with all laws and regulations applicable to your use of the Service and your business, including laws relating to real estate transactions, land development and permitting, fair housing, consumer protection, electronic communications and marketing, and the collection, use, and protection of personal information. The Service is a tool that supports your activities; it does not assume any of your regulatory or professional obligations.

4.4 Suspension for Cause

We may suspend your or any Authorized User's access to the Service, in whole or in part, without liability, if we reasonably determine that: (a) there is a threat or attack on the Service or a security risk; (b) your use of the Service disrupts or poses a risk to the Service or to other customers; (c) you are in breach of Section 4.2; (d) your account is overdue for amounts owed; or (e) suspension is required to comply with law or a governmental request. We will use reasonable efforts to provide notice and to limit any suspension to the extent practicable.

5. Customer Data

5.1 Ownership of Customer Data

As between you and us, **you retain all right, title, and interest in and to your Customer Data, including all intellectual property rights therein.** We do not acquire any ownership interest in your Customer Data, and we will use and process Customer Data only as permitted by these Terms and our Privacy Policy.

5.2 License to Us

You grant us and our subprocessors a limited, non-exclusive, worldwide, royalty-free license to host, copy, store, transmit, process, display, and otherwise use Customer Data solely as necessary to provide, maintain, secure, and improve the Service, to prevent or address technical or security issues, to comply with law, and as otherwise permitted by our Privacy Policy.

5.3 Customer Responsibilities for Customer Data

You represent and warrant that: (a) you have obtained and will maintain all rights, consents, and authorizations necessary to submit Customer Data to the Service and to grant the rights set forth in Section 5.2; (b) your Customer Data, and our use of it in accordance with these Terms, will not infringe, misappropriate, or violate any third-party right or applicable law; and (c) you are solely responsible for the accuracy and completeness of your Customer Data. You are responsible for maintaining appropriate backups of your Customer Data to the extent export functionality is available.

5.4 Source Data

The Service surfaces Source Data drawn from public records and third-party and governmental sources, including county geographic information systems, Esri/ArcGIS services, geocoding providers, and county and municipal regulatory materials. **Source Data is provided “AS IS” and “AS AVAILABLE.”** We do not create, control, verify, or guarantee the accuracy, completeness, currency, legality, or fitness of Source Data for any purpose, and Source Data may contain errors or omissions or may be out of date. You are solely responsible for independently verifying any Source Data on which you intend to rely for any real-estate, financial, regulatory, permitting, engineering, or legal decision.

5.5 Security

We will maintain commercially reasonable administrative, technical, physical, and organizational measures designed to protect the security, confidentiality, and integrity of Customer Data, including access controls, encryption of data in transit, and logical separation of customer data. You acknowledge that no method of transmission or storage is completely secure and that we cannot guarantee absolute security.

5.6 Data Protection and Privacy

Our collection, use, and disclosure of personal information in connection with the Service is described in our Privacy Policy. To the extent we process personal data on your behalf and a data processing agreement is required by applicable law, the parties will execute a mutually agreed data processing agreement, which will be incorporated into these Terms.

5.7 Aggregated and De-Identified Data

Notwithstanding anything to the contrary, we may collect, generate, and use Aggregated Data for any lawful business purpose, including to operate, analyze, improve, benchmark, and develop the Service, provided that we do not identify you, any Authorized User, or any individual, and do not disclose Customer Data in a manner that identifies you.

6. No Professional Advice; No Reliance

The Service provides software tools, automated computations, data, and informational content relating to real estate, land development, subdivision design, permitting, and underwriting, including in respect of the State of Georgia. **The Service does not provide legal, financial,**

investment, accounting, tax, engineering, surveying, appraisal, brokerage, or other professional advice, and is not a substitute for the judgment of qualified, licensed professionals.

Outputs generated by the Service, including layout and subdivision designs, lot counts and yields, pro forma models, internal rate of return and residual land value calculations, sensitivity analyses, market summaries, regulatory and permitting summaries, and any analysis or text produced by automated or artificial-intelligence-assisted features, are estimates and informational aids only. Such outputs may be based on incomplete, inaccurate, or out-of-date data and assumptions, and may not reflect actual site, market, regulatory, or transaction conditions. You are solely responsible for evaluating and verifying all outputs, for conducting independent due diligence, for engaging qualified licensed professionals where appropriate, and for all decisions you make in connection with your business and investments. We disclaim all liability for decisions made or actions taken in reliance on the Service.

7. Fees, Payment, and Taxes

7.1 Fees

You agree to pay all Fees for the subscription plan or Order you select. Except as otherwise expressly stated in these Terms or required by law, all Fees are non-cancelable and non-refundable, and all payments are stated and payable in United States dollars.

7.2 Payment Processing

Payments are processed by our third-party payment processor, **Stripe, Inc.** By providing a payment method, you authorize us and our payment processor to charge that payment method for all applicable Fees, and you represent that you are authorized to use the payment method. Your use of the payment processor's services is subject to the payment processor's own terms and privacy policy. We do not store full payment card numbers.

7.3 Subscription Term, Automatic Renewal, and Cancellation

Subscriptions are offered on a recurring basis as described in your Order (for example, monthly). **Unless you cancel before the end of the then-current billing period, your subscription will automatically renew for a successive period of the same length, and your payment method will be charged the then-current Fees for the renewal period.** You may cancel the automatic renewal at any time through your account settings or by contacting us at realestateoptimizationsoftware@gmail.com; cancellation takes effect at the end of the then-current paid period, and you will retain access through the end of that period.

7.4 Free Trials and Promotions

If we offer a free trial or promotional access, the applicable terms will be presented at the time of the offer. Unless otherwise stated, at the end of a free trial, any paid subscription you have selected will commence and your payment method will be charged, unless you cancel before the trial ends. We may modify or discontinue trials and promotions at any time.

7.5 Late and Failed Payments

If any Fee is not paid when due, we may, without limiting our other rights and remedies: (a) charge interest on the past-due amount at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less; and (b) suspend the Service until all

past-due amounts are paid in full. If your payment method fails, we may retry the charge and update payment details obtained from your payment processor or card network.

7.6 Disputed Charges

You must notify us in writing of any good-faith dispute regarding Fees within thirty (30) days of the charge. Amounts not disputed within that period are deemed accepted. The parties will work in good faith to resolve any disputed amounts.

7.7 Taxes

Fees are exclusive of all taxes, levies, and duties, including sales, use, value-added, and similar taxes. You are responsible for all such taxes associated with your purchase, excluding taxes based on our net income. If we are legally obligated to collect or pay such taxes, they will be invoiced to you unless you provide a valid tax-exemption certificate.

7.8 Changes to Fees

We may change our Fees from time to time. Any change to the Fees applicable to your subscription will take effect upon your next renewal, and we will provide at least thirty (30) days' advance notice. If you do not agree to a Fee change, you may cancel before it takes effect.

8. Intellectual Property

8.1 Our Intellectual Property

The Service and Documentation, including all underlying software, source and object code, layout and underwriting engines, data models and county regulatory intelligence, user interfaces, designs, "look and feel," text, graphics, and logos, together with the **REOS** name and all related names, logos, product and service names, designs, and slogans, and all intellectual property rights in and to the foregoing, are and will remain the exclusive property of REOS Software LLC and its licensors. The Service is licensed, not sold. Except for the limited license expressly granted in Section 3, no right, title, or interest in or to the Service is granted to you, and all rights are reserved.

8.2 Your Intellectual Property

As set forth in Section 5.1, you retain all right, title, and interest in and to your Customer Data. Nothing in these Terms transfers ownership of Customer Data to us or ownership of the Service to you.

8.3 Feedback

If you or any Authorized User provides us with suggestions, comments, ideas, improvements, or other feedback relating to the Service ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, modify, and exploit the Feedback for any purpose, without restriction or obligation to you. We are not obligated to use any Feedback.

8.4 Restrictions

You acknowledge that the restrictions set forth in Section 4.2 are a material part of these Terms, that any breach of those restrictions may cause irreparable harm for which monetary damages would be inadequate, and that we are entitled to seek equitable relief, in addition to all other remedies, without the requirement of posting a bond.

9. Confidentiality

“Confidential Information” means non-public information disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes the non-public features and performance of the Service; your Confidential Information includes Customer Data.

The Receiving Party will: (a) protect the Disclosing Party’s Confidential Information using at least the same degree of care it uses to protect its own confidential information of like kind, and in no event less than reasonable care; (b) use the Confidential Information solely to perform under these Terms; and (c) not disclose Confidential Information to any third party other than its employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as protective as these.

These obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party without restriction before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed without use of or reference to the Confidential Information. The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided that, where legally permitted, it gives the Disclosing Party reasonable prior notice and cooperation.

10. Third-Party Services

The Service may interoperate with or rely upon Third-Party Services, including infrastructure, hosting, authentication, payment, geospatial, and artificial-intelligence services provided by parties such as Supabase, Netlify, Stripe, Esri/ArcGIS, Google, and Anthropic. Third-Party Services are governed by their own terms and privacy policies, and your use of them is at your own risk. We do not control, endorse, or assume responsibility for any Third-Party Service, and we disclaim all liability arising from Third-Party Services. We may, in our discretion, cease to make any Third-Party Service available, and we are not liable for any resulting change to the Service.

11. Representations, Warranties, and Disclaimers

11.1 Mutual Warranties

Each party represents and warrants that it has the full power and authority to enter into and perform its obligations under these Terms.

11.2 Customer Warranties

You represent and warrant that you have all rights, consents, and authorizations necessary for your Customer Data and your use of the Service, and that your use of the Service will comply with these Terms and all applicable laws.

11.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICE, DOCUMENTATION, SOURCE DATA, AND ALL OTHER MATERIALS PROVIDED BY US ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE

EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY DATA, INCLUDING SOURCE DATA OR ANY OUTPUT OF THE SERVICE, WILL BE ACCURATE, COMPLETE, CURRENT, OR RELIABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. Indemnification

12.1 Indemnification by You

You will defend, indemnify, and hold harmless REOS Software LLC and its Affiliates, and their respective officers, directors, members, employees, and agents (the “Company Indemnitees”), from and against any and all third-party claims, demands, suits, or proceedings, and all resulting losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorneys’ fees), arising out of or relating to: (a) your Customer Data, including any claim that it infringes, misappropriates, or violates a third-party right or applicable law; (b) your or any Authorized User’s use of the Service in breach of these Terms or in violation of applicable law; or (c) your violation of any third-party right.

12.2 Indemnification by Us

We will defend you from and against any third-party claim alleging that the Service, when used by you in accordance with these Terms and the Documentation, directly infringes a United States patent, registered copyright, or registered trademark of a third party, and we will indemnify you for damages finally awarded against you (or amounts payable in settlement approved by us) directly attributable to such claim. Our obligations under this Section 12.2 do not apply to the extent a claim arises from: (a) Customer Data or Source Data; (b) modification of the Service by anyone other than us; (c) combination of the Service with products, services, or data not provided by us; (d) use of the Service other than in accordance with these Terms or the Documentation; or (e) Beta Features or any Third-Party Service.

If the Service becomes, or in our reasonable opinion is likely to become, the subject of an infringement claim, we may, at our option and expense: (i) procure the right for you to continue using the Service; (ii) modify or replace the Service to make it non-infringing while materially preserving its functionality; or (iii) terminate the affected subscription and refund any pre-paid, unused Fees for the terminated portion of the Subscription Term. **This Section 12.2 states our entire liability and your sole and exclusive remedy for any claim of intellectual property infringement by the Service.**

12.3 Indemnification Procedure

The party seeking indemnification will: (a) promptly notify the indemnifying party in writing of the claim (provided that failure to do so will relieve the indemnifying party of its obligations only to the extent it is materially prejudiced); (b) give the indemnifying party sole control of the defense and settlement of the claim (provided that no settlement may impose any obligation or admission on the indemnified party without its prior written consent, not to be unreasonably withheld); and (c) provide reasonable cooperation at the indemnifying party’s expense. The

indemnified party may participate in the defense with counsel of its own choosing at its own expense.

13. Limitation of Liability

13.1 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR DATA, OR FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO US FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

13.3 Exceptions

The exclusions and limitations in Sections 13.1 and 13.2 do not apply to: (a) your obligation to pay Fees; (b) amounts payable under a party's indemnification obligations in Section 12; (c) your breach of Section 4.2 (Acceptable Use) or Section 8 (Intellectual Property); (d) either party's breach of its confidentiality obligations in Section 9 (excluding claims relating to Customer Data, which remain subject to the cap); or (e) liability that cannot be excluded or limited under applicable law.

13.4 Basis of the Bargain

The parties acknowledge that the disclaimers, exclusions, and limitations in these Terms reflect a reasonable and agreed allocation of risk between them, that they form an essential basis of the bargain, and that the Fees would be substantially higher absent these provisions. These limitations apply notwithstanding the failure of essential purpose of any limited remedy.

14. Term, Suspension, and Termination

14.1 Term

These Terms commence on the date you first accept them and continue until all subscriptions and your account have expired or been terminated in accordance with these Terms.

14.2 Termination for Convenience

You may terminate your subscription at any time by canceling in accordance with Section 7.3 and ceasing all use of the Service. Termination for convenience does not entitle you to any refund except as expressly provided in these Terms.

14.3 Termination for Cause

Either party may terminate these Terms and any subscription for cause if the other party materially breaches these Terms and fails to cure the breach within thirty (30) days after receiving written notice (or ten (10) days in the case of non-payment). Either party may also terminate immediately upon written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of bankruptcy or similar proceedings. We may terminate immediately for your breach of Section 4.2 or Section 8, or where required by law.

14.4 Suspension

Our suspension rights are set forth in Section 4.4 and Section 7.5. Suspension does not relieve you of your obligation to pay Fees that accrue during the Subscription Term.

14.5 Effect of Termination

Upon any expiration or termination, your right to access and use the Service will immediately cease. For a period of thirty (30) days following termination (unless terminated for your breach of Section 4.2 or Section 8), you may export your Customer Data using available export functionality. Thereafter, we may delete or de-identify Customer Data in the ordinary course, subject to our Privacy Policy and any legal retention obligations. Any amounts owed to us before termination remain due and payable.

14.6 Survival

The following Sections survive any expiration or termination of these Terms: 2 (Definitions), 5.1 (Ownership of Customer Data), 6 (No Professional Advice), 7 (with respect to amounts accrued), 8 (Intellectual Property), 9 (Confidentiality), 11.3 (Disclaimer), 12 (Indemnification), 13 (Limitation of Liability), 14.5 and 14.6, 15 (Governing Law and Dispute Resolution), 16 (Export and Sanctions), and 17 (General Provisions), together with any other provision that by its nature should survive.

15. Governing Law; Venue; Dispute Resolution

15.1 Governing Law

These Terms, and any dispute or claim arising out of or relating to them or the Service, are governed by and construed in accordance with the laws of the **State of Georgia**, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2 Informal Dispute Resolution

Before initiating any formal proceeding, the parties will attempt in good faith to resolve any dispute by negotiation, including by the complaining party providing written notice of the dispute to the other party at the address set forth in Section 17 or at realestateoptimizationsoftware@gmail.com. If the dispute is not resolved within thirty (30) days of such notice, either party may pursue the remedies available to it under this Section 15.

15.3 Venue and Jurisdiction

Subject to Section 15.2, the parties agree that the state and federal courts located in Fulton County, Georgia, will have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms or the Service, and each party irrevocably consents to the personal

jurisdiction of, and venue in, those courts and waives any objection based on inconvenient forum.

15.4 Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.

15.5 Limitation Period

To the extent permitted by applicable law, any claim arising out of or relating to these Terms or the Service must be brought within one (1) year after the cause of action accrues, after which such claim is permanently barred.

16. Export Controls, Sanctions, and Anti-Corruption

You represent that you and your Authorized Users are not named on any United States government list of prohibited or restricted parties, are not located in or a national of any country or region subject to comprehensive United States sanctions, and will not access or use the Service in violation of any United States export control or economic sanctions law. You agree to comply with all applicable anti-corruption and anti-bribery laws, including the United States Foreign Corrupt Practices Act, in connection with your use of the Service.

17. General Provisions

17.1 Entire Agreement

These Terms, together with the Privacy Policy, any applicable Order, and any documents expressly incorporated by reference, constitute the entire agreement between you and us regarding the Service and supersede all prior and contemporaneous agreements, proposals, and understandings, whether written or oral. Any terms in your purchase order or other business form are void and of no effect.

17.2 Modifications to These Terms

We may modify these Terms from time to time. If we make a material change, we will provide notice through the Service or by email before the change takes effect, and will update the “Last updated” date above. Your continued use of the Service after the effective date of a change constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Service and may cancel in accordance with Section 7.3.

17.3 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder, by operation of law or otherwise, without our prior written consent, and any attempted assignment in violation of this Section is void. We may assign these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, reorganization, or sale of all or substantially all of our assets. These Terms bind and inure to the benefit of the parties and their permitted successors and assigns.

17.4 Subcontractors

We may engage Affiliates and third-party subcontractors and subprocessors to perform our obligations and provide the Service, provided that we remain responsible for their performance in accordance with these Terms.

17.5 Notices

We may provide notices to you by email to the address associated with your account, by posting within the Service, or by other reasonable means, and such notice is deemed given when sent or posted. You must send legal notices to us at realestateoptimizationsoftware@gmail.com and 1210 Jardin Court, Alpharetta, Georgia 30022, and such notice is deemed given upon confirmed receipt.

17.6 Force Majeure

Neither party is liable for any delay or failure to perform (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, labor disputes, internet or utility failures, acts of government, war, terrorism, civil unrest, and failures or interruptions of Third-Party Services.

17.7 Severability and Waiver

If any provision of these Terms is held to be invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect. No waiver of any provision or breach is a waiver of any other provision or breach, and no waiver is effective unless in writing.

17.8 Relationship of the Parties; No Third-Party Beneficiaries

The parties are independent contractors. These Terms do not create any partnership, joint venture, agency, fiduciary, or employment relationship. There are no third-party beneficiaries to these Terms, except that the Company Indemnitees are intended beneficiaries of Section 12.1.

17.9 Publicity

Neither party may use the other party's name, logo, or trademarks in any public statement without the other party's prior written consent, except that we may, unless you notify us otherwise in writing, identify you as a customer (by name and logo) in our customer lists and marketing materials.

17.10 Electronic Acceptance and Counterparts

You agree that electronic acceptance of these Terms, including by clicking to accept or by accessing or using the Service, has the same legal effect as a handwritten signature, and that these Terms may be accepted in counterparts.

17.11 Headings; Interpretation

Section headings are for convenience only and do not affect interpretation. The words "including" and "include" are deemed to be followed by "without limitation."

18. Contact

Questions about these Terms may be directed to:

REOS Software LLC
1210 Jardin Court, Alpharetta, Georgia 30022
Email: realestateoptimizationsoftware@gmail.com