

TERMS OF SERVICE

Last Updated: March 12, 2025

These Terms of Service (together, the “***Terms of Service***”) apply to any access to, or use of, the Platform, as defined herein, as made available by Property Archives, LLC, a Georgia (US) limited liability company (“***Property Archives***”). For the purposes of these Terms of Service, the terms “***you***” and “***User***” means you as the user of the Platform. You and Property Archives may be referred to herein, each individually, as a “***Party***”, and, collectively, as the “***Parties***”.

By clicking the “Accept” button or checking the appropriate box to accept these Terms of Service, or by downloading, installing, accessing or using property-archives.com (the “***Platform***”), you acknowledge that you agree to be bound by, and be subject to, these Terms of Service as of the date of such acceptance.

IF YOU DO NOT AGREE TO THESE TERMS OF SERVICES, DO NOT CLICK THE “ACCEPT” BUTTON OR CHECK ANY BOX TO ACCEPT THESE TERMS OF SERVICE. DO NOT DOWNLOAD, ACCESS OR USE THE PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT DOWNLOADING, ACCESSING OR USING ANY PORTION OF THE PLATFORM IN ANY MANNER CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF SERVICE.

ARBITRATION NOTICE FOR USERS IN THE UNITED STATES: THESE TERMS OF SERVICE CONTAIN AN ARBITRATION CLAUSE PURSUANT TO WHICH YOU AND PROPERTY ARCHIVES AGREE THAT ALL DISPUTES ARISING IN CONNECTION WITH THESE TERMS OF SERVICE AND YOUR USE OF THE PLATFORM MAY BE SUBMITTED TO MANDATORY BINDING ARBITRATION.

1. Definitions; Subscription Agreement Supersedes. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in Exhibit A. In the event you have previously executed and entered into a Subscription Agreement with Property Archives which is now still in effect, or hereafter execute and enter into a Subscription Agreement, such Subscription Agreement will supersede these Terms of Service for the term of such Subscription Agreement.

2. Use of Platform.

2.1 *Restrictions on Use; Other Obligations.* The User shall not and shall not permit any other Person to:

(i) License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit any rights to access or use the Platform;

(ii) Disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from the Platform, or modify, make derivative works based upon, copy or otherwise use any ideas, features, functions or graphics of the Platform in order to: (1) build a competitive product or service; or (2) build a product using similar features, functions, or graphics of the Platform;

(iii) Modify, remove or obstruct any warranties, disclaimers or other notices or labels or markings that are contained within the Platform;

(iv) Input, upload, transmit, store or otherwise provide to or through the Platform any materials: (1) which are infringing, unlawful, or tortious; or (2) contain, transmit, or activate any Harmful Code;

(v) Bypass or breach or attempt to bypass or breach any security mechanism on the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks or permit Third Parties to access the Platform;

(vi) Challenge, cause, induce, authorize or assist any Person to assert ownership of or challenge, the validity, ownership, use or registration of any Intellectual Property Rights of Property Archives, including in and to the Platform;

(vii) Under or in connection with any part of these Terms of Service or its subject matter, perform any act that, or fail to perform any act the omission of which, infringes, misappropriates or otherwise violates any Intellectual Property Rights of Property Archives or other right of any Person, or violates any applicable Law, including data protection and privacy Laws; or

(viii) Use the Platform in a way that: (1) contravenes or violates applicable Law; (2) could materially harm the functionality or performance of the Platform; or (3) otherwise fails to comply with these Terms of Service.

2.2 Third Party Licenses. The Platform may include, incorporate, utilize or work with other software, including certain open-source software tools, applications, content, data or other materials, including related documentation, that are owned or provided by Third Parties and that are provided via license and service terms that are in addition to and may be different from those contained in these Terms of Service (“**Third Party Licenses**”). The User agrees to be bound by and shall comply with all Third Party Licenses. Any breach by the User of any Third Party License will be considered a breach of these Terms of Service; *provided*, that Property Archives shall provide a list of all Third Party Licenses upon the request of the User.

2.3 Third Party Websites; No Endorsements or Guarantees. The Platform may contain links to websites, contents, materials, reports and assessments (which may be of a professional nature or have legal substance) controlled or produced by Third Parties (“**Third Party Websites and Materials**”). Third Party Websites and Materials are provided only as a convenience. The User bears all risks associated with access to and use of content provided on Third Party Websites and Property Archives is not responsible for and does not endorse or accept any responsibility for the availability, contents (completeness, accuracy or otherwise), products, services or use of any Third Party Websites and Materials. Without limitation, Property Archives does not make any guarantees and hereby disclaims all warranties concerning the content or quality of the contents, products or services provided on Third Party Websites and Materials. The inclusion of any link to any Third Party Websites and Materials does not imply affiliation or association with such Third Party Websites and Materials.

2.4 Technical Requirements. The User is solely responsible for the operation, management, and maintenance of its hardware and related electronic equipment, systems, databases, networks, software and internet access necessary to access and use the Platform (“**User Systems**”). Property Archives neither represents nor warrants that the Platform will be accessible through all browser releases or all versions of tablets, smartphones, or other computing devices or that the Platform will be able to be integrated with or within the User’s own application(s), in any case. Property Archives is not responsible or liable for any delay or failure of performance caused in whole or in part by any User Systems (or any other technical failure of the User).

2.5 Suspension of Access. Any use of the Platform in violation of these Terms of Service that, in Property Archives’ reasonable judgment, threatens the security, integrity or availability of the Platform may result in Property Archives immediately suspending all (or selective, at the sole discretion of Property Archives) access to the Platform. Property Archives may further immediately suspend access to the Platform if Property Archives receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires such suspension.

2.9 Limited Permission to Download. In the event the User has the right to download, view, copy and print forms and other documents through the Platform, the User shall use such documents solely for its own use and business purposes.

3. Anonymized Data; Usage Data.

3.1 Anonymized Data. The User acknowledges and agrees that data derived from the User's use of the Platform, that is anonymized, de-identified, or is otherwise not reasonably associated or linked to the User ("**Anonymized Data**") may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models and creation of statistical rules. Such analysis may be performed in conjunction with data derived from other customers and from other data sources. The Anonymized Data and results of any analysis thereof may be used by Property Archives for improvement of the Platform and Property Archives may commercially otherwise exploit the Anonymized Data for any lawful purpose. The rights to use the Anonymized Data described under this Section 3.1 will survive any expiration or termination of these Terms of Service.

3.2 User Usage Data. The User further acknowledges and agrees that Property Archives may, directly or indirectly, including through the services of Third Parties, collect and store information and data in connection with the User's use of the Platform including User Systems on which is installed or through which it otherwise is accessed and used (the "**User Usage Data**"). Property Archives may collect such information and data through lawful means including: (a) the User's access and use of the Platform; and (b) the provision of services through the Platform. Property Archives may access, use, and provide Third Parties with access to and use of the User Usage Data for the following enumerated purposes: (i) making the Platform functional and usable for the User; (ii) providing the User with the services available through the Platform; (iii) improving the performance of the Platform; (iv) developing updates to the Platform; and (v) verifying the User's compliance with the terms of these Terms of Service and enforcing Property Archives' rights, including all Intellectual Property Rights in and to the Platform. The rights to use the User Usage Data described under this Section 3.2 will survive any expiration or termination of these Terms of Service.

4. Intellectual Property.

4.1 Ownership. Except for the use rights granted hereunder, the User acknowledges and agrees that Property Archives or its licensors, as the case may be, have and will retain any and all rights, title and interest in and to the Platform, the services provided therein, and any underlying software and code, as well as all derivative works made by any Person based upon any of the foregoing, including all associated Intellectual Property Rights. Any customizations and other modifications of the Platform (and all Intellectual Property Rights associated with the foregoing), regardless of the Person so customizing or modifying the Platform, will be owned exclusively by Property Archives.

4.2 Feedback. If the User provides Property Archives with any feedback or suggestions about the Platform or otherwise (the "**Feedback**"), Property Archives may use the Feedback without obligation to the User, and the User irrevocably assigns to Property Archives all right, title, and interest in and to the Feedback.

4.3 No Transfer. Except as expressly set forth herein, these Terms of Service do not transfer to either Party (or any other Person) any rights of ownership in, or related to, any Intellectual Property Rights.

5. Fees. The User shall pay Property Archives the fees described on the Platform, as applicable. The User will be responsible for all sales, use, VAT and excise taxes and any other similar taxes, duties and charges of any kind imposed by any applicable Law on any amounts payable by the User hereunder in relation to the Platform; *provided,*

that, in no event will the User be responsible for any taxes imposed on, or with respect to, Property Archives' income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Confidentiality.

6.1 Confidential Information. Without limiting the rights and obligations of the Parties under any other confidentiality or non-disclosure agreement now or hereinafter in place between Property Archives and the User, all of which shall continue in full force and effect until they expire or are terminated pursuant to their respective terms, each Party (the "**Recipient**") acknowledges that the other Party (the "**Discloser**") has business, technical, or financial information relating to the Discloser's business which it has disclosed or may disclose in connection with these Terms of Service that is either marked as confidential or proprietary or that, given the nature of the information or the circumstances of the disclosure, reasonably ought to be considered to be confidential ("**Confidential Information**"), which includes the terms and conditions of these Terms of Service. Property Archives' Confidential Information includes non-public information regarding features, functionality, pricing, and performance of the Platform and services provided through the Platform, as well as all non-public user-visible aspects of the Platform.

6.2 Non-Use. The Recipient shall protect the Confidential Information of the Discloser using those measures that it takes to protect its own Confidential Information but using no less reasonable care. The Recipient agrees: (i) not to use any Confidential Information of the Discloser for any purpose except to perform its obligations or to exercise its rights under these Terms of Service; and (ii) not to disclose any Confidential Information of Recipient to Third Parties, except to the Recipient's own employees, officers, agents, contractors, or other representatives ("**Personnel**") who have a legitimate need to know such Confidential Information in order to perform work in connection with these Terms of Service and who are subject to written confidentiality obligations as least as protective as those of these Terms of Service. All Personnel shall comply with this Section 7 and the Recipient will be liable for all violations hereof by any of its Personnel.

6.3 Exceptions. The Discloser agrees that these confidentiality obligations and restrictions on use will not apply to any information that the Recipient can document: (a) is or becomes generally available to the public through no action or inaction of the Recipient; (b) was in its possession or known by it prior to receipt from the Discloser; (c) was rightfully disclosed to it without restriction by a Third Party; or (d) was independently developed without use of or reference to any Confidential Information of the Discloser. Nothing in this Section 7 precludes either Party from disclosing the other Party's Confidential Information as required by Law, provided that the Recipient: (i) gives the Discloser prior written notice sufficient to permit the Discloser to contest the disclosure or seek a protective order (or other confidential treatment); and (ii) reasonably cooperates with the Discloser (at the Discloser's expense) in limiting the disclosure. In addition, a Party may disclose information concerning these Terms of Service and the transactions contemplated under these Terms of Service, including providing a copy of these Terms of Service, to potential acquirers, merger partners, investors, and their personnel, attorneys, auditors, and investment bankers (solely in connection with the due diligence review of such Party and provided that the recipients of the disclosures are subject to confidentiality obligations as least as protective as those in these Terms of Service).

6.4 Return of Confidential Information. Promptly following the earlier of: (i) the expiration or termination of these Terms of Service; or (ii) the request of the Discloser, Recipient will return to the Discloser, or, at the Discloser's option, destroy all Confidential Information of the Discloser that are in written, electronic, or other tangible form, including all copies, extracts, and derivatives of such Confidential Information.

6.5 Redundancy. Notwithstanding the foregoing, the Recipient may retain Confidential Information: (i) contained in electronic archives and backups made in the ordinary course of business; (ii) that such Party is required by applicable Law to maintain; or (iii) that such Party reasonably determines necessary to demonstrate to the other Party or any governmental authority the Recipient's compliance with these Terms of Service or any

applicable Law; provided that all such Confidential Information retained will remain subject to the protections set forth herein for so long as it remains in the Recipient's possession or control. At such time the Recipient's basis for retaining such information pursuant to subsection (ii) or (iii) ceases to exist, the Recipient shall return or destroy such information as set forth above.

7. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, THE PLATFORM AND SERVICES PROVIDED THROUGH THE PLATFORM ARE PROVIDED TO THE SUBSCRIBER ON AN "AS IS" AND "AS AVAILABLE" BASIS. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, NONE OF PROPERTY ARCHIVES, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR ITS OR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AGENTS OR REPRESENTATIVES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE USER, OR ANY OTHER PERSON OR ENTITY, WITH RESPECT TO THE PLATFORM OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, ANY WARRANTY THAT USE OF THE PLATFORM WILL BE TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE PLATFORM WILL BE CORRECTED, THAT THE OPERATION OF THE PLATFORM WILL BE SECURE, THAT THE PLATFORM'S FUNCTIONALITY WILL MEET THE SUBSCRIBER'S REQUIREMENTS, OR THAT SUBSCRIBER HAS ANY RIGHTS TO PUBLISH THIRD PARTY CONTENT PROVIDED BY PROPERTY ARCHIVES ON, THROUGH OR IN CONNECTION WITH THE PLATFORM OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Indemnification.

8.1 *Indemnification Obligations of User.* The User will defend, indemnify, and hold harmless Property Archives and its affiliates and its and their respective directors, officers, managers, shareholders, members, employees, licensors, representatives, and agents (the "***Property Archives Indemnified Parties***") from and against any and all Losses to the extent based upon or arising from Claims alleging: (i) the negligence, unlawful conduct or intentional misconduct of the User; (ii) a breach by the User of the obligations and restrictions under Section 2.1.

8.2 *Procedure for Handling Indemnification Claims.* Property Archives (as the "***Indemnified Party***") shall provide the User (as the "***Indemnifying Party***") with: (i) prompt written notice of the Claim, as applicable (provided that the failure to provide such notice will not relieve the Indemnifying Party of its obligations unless such failure prejudices its ability to defend the Claim); (ii) sole control of the defense and settlement of the Claim (except that the Indemnified Party's prior written approval will be required for any settlement that requires any action, inaction, or admission by the Indemnified Party, requires the payment of any amount that will not be fully satisfied by the Indemnifying Party or does not include a complete release of claims against the Indemnified Party, such approval not to be unreasonably withheld, conditioned, or delayed); and (iii) cooperation as reasonably requested by the Indemnifying Party at the Indemnifying Party's expense in connection with the defense of the Claim. The Indemnified Party may participate in any indemnified matter with counsel of its own choosing at its own expense. The Indemnified Party's failure to comply with the provisions of this Section 8.2 will not limit the Indemnifying Party's obligations under this Section 8 except to the extent the Indemnifying Party is actually prejudiced thereby.

9. Limitation of Liability.

9.1 *Exclusions of Liability.* SUBJECT TO SECTION 9.3, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR LOSS PROFITS OR REVENUE, LOSS OF GOODWILL,

BUSINESS OR OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OF SERVICE OR THEIR SUBJECT MATTER, WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 Maximum Liability. SUBJECT TO SECTION 9.3, THE MAXIMUM AGGREGATE LIABILITY OF PROPERTY ARCHIVES FOR ALL CLAIMS UNDER, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OF SERVICE OR THEIR SUBJECT MATTER, WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE LESSER OF TEN THOUSAND DOLLARS (\$10,000.00) OR THE FEES RECEIVED BY THE COMPANY FROM THE USER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exclusions. Sections 9.1 will not apply to: (i) breaches of Sections 2.1 or 6; (ii) intentional misconduct or gross negligence; or (iii) the indemnification obligations under Section 8.

10. Miscellaneous.

10.1 No Legal Advice. The User acknowledges and agrees that Property Archives and the Platform do not provide professional or legal services or professional or legal guidance, opinions, recommendations, or professional or legal conclusions or advice with respect to any rights, remedies, defenses, options, selection of forums, or strategies, including in respect of insurance.

10.3 Relationship. The relationship between the Parties is that of independent contractors. Nothing contained in these Terms of Service shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

10.5 No Third Party Beneficiaries. Except that the Indemnified Parties are intended Third Party beneficiaries of Section 8 (and entitled to enforce solely those terms as they specifically apply to them), these Terms of Service is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of these Terms of Service.

10.6 Interpretation. For purposes of these Terms of Service: (a) the words “include”, “includes”, and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein”, “hereof”, “hereby”, “hereto”, and “hereunder” refer to these Terms of Service as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice-versa*; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in these Terms of Service: (i) to sections, exhibits, attachments, and appendices mean the sections of, and exhibits, attachments, and appendices attached to, these Terms of Service; (ii) to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend these Terms of Service to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these Terms of Service to the same extent as if they were set forth verbatim

herein. The headings in these Terms of Service are for reference only and do not affect the interpretation of these Terms of Service.

10.7 Severability. If any provision of these Terms of Service is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not impact any other term or provision of these Terms of Service or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms of Service so as to implement the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.8 Amendment and Modification. Property Archives may update these Terms of Service, at its sole discretion, by publication of such update on the Platform or otherwise notifying the User thereof.

10.9 No Waiver. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms of Service, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms of Service will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.10 Governing Law; Submission to Jurisdiction. These Terms of Service are governed by and construed in accordance with the internal Law of the State of Georgia (US) without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the Law of any jurisdiction other than those of the State of Georgia (US). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the licenses granted hereunder must be instituted exclusively in the Federal courts of the United States or the courts of the State of Georgia (US), and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

10.11 Disputes; Arbitration. Any legal action or dispute arising out of or in connection with or relating to these Terms of Service or its subject matter, upon the request of any Party involved, shall be submitted to, and settled by, arbitration, before one (1) arbitrator, by remote means if available, or if not available, in Athens, Georgia (US), in accordance with its then current general comprehensive Arbitration Rules and Procedures (available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>). The arbitrator shall determine arbitrability. Each Party will bear their own fees and expenses with respect to any arbitration. The arbitrator shall apply the applicable substantive law in deciding the actions at issue. Actions shall be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the actions as provided by Law. The decision or award of the arbitrator shall be final and binding upon the Parties. In the event that any portion of this arbitration agreement is held to be invalid or unenforceable, any such provision shall be severed, and the remainder of this arbitration agreement will be given full force and effect. By signing these Terms of Service, each Party acknowledges and agrees that it has read this arbitration agreement carefully and is bound by it.

10.12 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER.

10.13 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, additionally in the case of the User, Error! Bookmark not defined.2.1, would cause the other Party irreparable harm for which monetary damages would not be an adequate

remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Property Archives may further install and utilize disabling devices to restrict access to the Platform. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

10.14 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to these Terms of Service, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

10.15 Entire Agreement. These Terms of Service, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of these Terms of Service and use of the Platform and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10.16 Government Users. If User is a U.S. government entity, or these Terms of Service otherwise becomes subject to the Federal Acquisition Regulations (FAR), User acknowledges that the Platform constitutes "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, DFARS 252.227-7014 and DFARS 227.7202. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Platform shall be as provided in these Terms of Service. If a government agency needs additional rights, it must negotiate a mutually acceptable signed written addendum to these Terms of Service specifically granting those rights.

EXHIBIT A

DEFINITIONS

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent any Person from accessing or using the Platform as intended by these Terms of Service (except in order to comply with applicable Law and to comply with and enforce the terms of these Terms of Service.

“Intellectual Property Rights” means all rights arising from or relating to: (a) patents and patentable subject matter; (b) trademarks, service marks and other trademarkable subject matter; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, know-how, general knowledge, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial rights, intellectual property rights and other rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Law of any jurisdiction throughout in any part of the world, including all property protected by such rights.

“Law” means, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees, or orders of any governmental authority or self-regulatory organization applicable to such Person.

“Person” means any individual, corporation, partnership, trust, unincorporated association, business, or other legal entity, and any government or any governmental agency or political subdivision thereof.

“Third Party” means any Person who is not Property Archives or the User.