

Website Terms of Use and User Agreement

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Welcome to the Resolute Business Intelligence, LLC ("ResoluteBI," "we" or "us") website. By accessing this website, you agree to comply with this binding Terms of Use and User Agreement between you and Resolute Building Intelligence, which governs your access and use of the website, including any content, functionality and services offered on or through the website. If you do not agree with any of these terms, do not use this website. Our Privacy Notice (available at <http://resolutebi.com/privacy> is hereby incorporated by reference into this Terms of Use and User Agreement (collectively, the "Agreement"). If you do not agree with any of these terms, do not use this website. By using this website you accept and agree to be bound and abide by this Agreement in its then-current implementation each time you use the website.

This website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this website, you represent and warrant that you are of legal age to form a binding contract with ResoluteBI and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the website.

1.0 Changes to the Website or Agreement

ResoluteBI reserves the right to change the terms and conditions at any time in our sole discretion, without notice.

2.0 Ownership and Proprietary Rights to Content

The website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Resolute Building Intelligence, its licensors or other providers of such material and are protected by applicable United States and international copyright, patent, trade secret, trademark law and other intellectual property or proprietary rights laws. This Agreement permits you to use the website for your use only. You

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You must not: (i) modify copies of any materials from this website; (ii) use any illustrations, photographs, or any graphics separately from the accompanying text; or (iii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this website. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the website in breach of this Agreement, your right to use the website will cease immediately. No right, title or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by ResoluteBI. Any use of the website not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other laws

3.0 Reliance on Information, Content, or Material on the Website

This website is provided "as is" and for informational purposes only. Some content provided may not be current, or may have changed since the last time you accessed it. All information is subject to change without notice. We do not in any way represent or warrant the accuracy or reliability of any of the information provided on the website. We reserve the right to withdraw or amend this website, and any service or material we provide on the website, in our sole discretion without notice. Any of the material on the website may be out of date at any given time, and we are under no obligation to update such material. We will not be liable if for any reason all or any part of the website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or the entire website, to users. You are responsible for ensuring that all persons who access the website through your internet connection are aware of this Agreement and comply with it.

This website may include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by ResoluteBI, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ResoluteBI. We are not responsible, or liable to you or

any third party, for the content or accuracy of any materials provided by any third parties.

4.0 Prohibited Uses

You may use the website only for lawful purposes and in accordance with this Agreement. You agree not to use the website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To impersonate or attempt to impersonate ResoluteBI, a ResoluteBI employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm ResoluteBI or users of the website or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the website, including their ability to engage in real time activities through the website.
- Use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the website, the server on which the website is stored, or any server, computer or database connected to the website.
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack.

5.0 Links to the Website

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

6.0 Links from the Website

If the website contains links to other sites and resources provided by third parties, such links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk and subject to the terms and conditions of use for such sites (including the privacy practices and policies of such third parties).

7.0 Disclaimer

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IN NO EVENT WILL RESOLUTE BI, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS

OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICAL HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR ANY WEBSITE LINKED TO IT.

You agree to defend, indemnify and hold harmless ResoluteBI, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Website, including, but not limited to any use of the website's content or services other than as expressly authorized Agreement or your use of any information obtained from the website.

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8.0 Geographic Restrictions

The owner of the website is based in the state of Michigan in the United States. We provide this website for use only by persons located in the United

States. We make no claims that the website or any of its content is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

9.0 Governing Law and Jurisdiction

All matters relating to the website and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, this Agreement or the website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the City of Birmingham and County of Oakland, although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

10.0 Miscellaneous

No waiver of by ResoluteBI of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ResoluteBI to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. This Agreement and our Privacy Policy constitute the sole and entire agreement between you and Resolute Building Intelligence with respect to the website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the website.

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