

SHELTERZOOM SAAS AFFILIATE AGREEMENT

This ShelterZoom SAAS Affiliate Agreement (this "Agreement") is between ShelterZoom Corp., a Delaware corporation ("ShelterZoom") and the organization agreeing to these terms ("Affiliate"¹). This Agreement governs access to and use of the System (defined in Section 1.1) and Services (defined in Section 1.2). By clicking "I agree," or otherwise signing this Agreement, or by the Affiliate or its Authorized Users (defined in Section 2.3) using the System or Services, the Affiliate agrees to this Agreement.

To the extent that ShelterZoom Corp. is, on behalf of the Affiliate, processing Affiliate Data that is subject to EU Data Protection Laws, by clicking "I agree", the Affiliate is also agreeing to the EU Standard Contractual Clauses (defined in Section 2.9), with ShelterZoom Corp. for the transfer of personal data to processors.

If an individual is clicking "I agree" or signing this Agreement on behalf of an organization, the individual has authority to bind the organization and the organization agrees to this Agreement.

1. RECITALS

1.1. ShelterZoom provides a software product known as the "ShelterZoom Platform" which is a hosted, software application based solution including an "Offer NOW" widget and a "Rent NOW" widget (the "Widgets") that can be integrated with Affiliate's website(s) and/or mobile application(s) to facilitate the submission of offers on real property that is marketed there, and a web based portal providing access to information about offers submitted, communication capabilities, and reports (the "Dashboard", and together with the Widgets, the "System"). ShelterZoom allows its Affiliates and authorized individuals to receive access to the System through the Internet to a remote server on which the System is run, and to download its mobile application from various third parties.

1.2 ShelterZoom may also provide its Affiliates with web and mobile application design, technical and marketing support services (the "Services") to enable integration of the System with Affiliate's website(s) and/or mobile application(s).

¹ Use of the term "Affiliate" for the purposes of this Agreement shall not be interpreted to imply that ShelterZoom and Affiliate are necessarily under common control or ownership, nor shall it be interpreted to imply that ShelterZoom and Affiliate are "affiliates" or "affiliated" as those terms are defined by US or EU law.

1.3. Affiliate desires to obtain Services from ShelterZoom to access and enable its own Authorized Users (as defined below) to access the System.

1.4 ShelterZoom desires to provide the Services to the Affiliate and permit the Affiliate and its Authorized Users to access the System.

1.5 ShelterZoom and the Affiliate desire to set forth the terms and conditions of the provision and use of the Services and the System.

In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

2. ADDITIONAL DEFINITIONS

As used in this Agreement, the following additional terms will have the meanings set forth below:

2.1 "**Account Data**": The account and contact information submitted to the System by Affiliate or Authorized Users.

2.2 "**Authorized User**": An individual entitled to use the System in accordance with the terms and conditions of this Agreement. To qualify as an Authorized User, an individual must be either (a) an employee or consultant of Affiliate who has expressly agreed to be bound by the terms of this Agreement; or (b) an individual who (i) has completed Affiliate's user registration process, including acceptance of its subscriber agreement, if applicable, (ii) has been approved by Affiliate, (iii) has established authorized access to the System pursuant to a unique log-in name and password and (iv) has agreed to be bound by ShelterZoom's then current Privacy Policy, Acceptable Use Policy, Community Standards, Terms of Use, and Real Property Transactional Services Terms of Use, as well as any terms of access prescribed by Affiliate.

2.3 "**Authorized User Fees**": The amount ShelterZoom charges, if any, each time an Authorized User uses the System, which may be changed at any time without notice as determined by and in the sole discretion of ShelterZoom.

2.4 "**Affiliate Data**": Stored Data, Account Data, and messages, comments, structured data, photos, and other content submitted to the System by Affiliate or Authorized Users.

2.5 "**Beta Services**": Services or System features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

2.6 "**Designated Server**": The server computer on which the Software has been installed by ShelterZoom for use in connection with Agreement. ShelterZoom, at its sole discretion and without notice to Affiliate, may designate at any time another server computer to be the Designated Server.

2.7 "**EU Data Protection Laws**": Those laws implementing EU Data Protection Directive (95/46/EC).

2.8 "**EU-US Privacy Shield Program**": The EU-U.S. Privacy Shield Program framework and its principles as set forth by the US Department of Commerce and the European Commission regarding the collection, use, and retention of personal data from EU member states.

2.9 "**EU Standard Contractual Clauses**": EU Standard Contractual Clauses with ShelterZoom Corp. for the transfer of personal data to processors set forth here or in other links that ShelterZoom may provide.

2.10 "**Excluded Features**": Services or System features listed on the ShelterZoom.com website or herein, which list may be updated from time to time by ShelterZoom.

2.11 "**Export Control Laws**": All applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State.

2.12 "**Mobile Application**": The mobile application or applications where, upon entering email or login or password or social networks profiles, Affiliate and its Authorized Users can (a) input data into the System and/or (b) access the results generated by the System, in accordance with the terms and conditions set forth in this Agreement.

2.13 "**Software**": The object code or machine-readable form of the current version of the System software.

2.14 "**Stored Data**": The files uploaded to the System by Affiliate or Authorized Users.

2.15 "**Sub-Processor**": An entity who agrees to process Stored Data on ShelterZoom's behalf, or on behalf of another ShelterZoom sub-processor, in order to provide the System or Services.

2.16 "**Web Site**" The World Wide Web site or sites where, upon entering a password or passwords, Affiliate and its Authorized Users can (a) input data into the System and/or (b) access the results generated by the System, in accordance with the terms and conditions set forth in this Agreement.

3. LICENSES AND FEES

3.1 Licenses.

a) Grants.

(i) **Grant to Affiliate and Authorized Users.** Subject to the terms and conditions of this Agreement, ShelterZoom grants to Affiliate a temporary, limited, nonexclusive, nontransferable, non-sublicensable (except to Authorized Users), license to use the System to remotely access the Designated Server through the Web Site and Mobile Application for the sole purposes of (A) entering data to the Software and (B) accessing data displayed in the Software. Affiliate will ensure that, prior to obtaining or using the components of the System each Authorized User is furnished with, and expresses binding consent to abide by, terms of access that include the provisions set forth in ShelterZoom's then current Privacy Policy, Acceptable Use Policy, Community Standards, Terms of Use, and Real Property Transactional Services Terms of Use. At ShelterZoom's request, Affiliate will provide ShelterZoom with a copy of Affiliate's terms of access and make such future modifications as ShelterZoom may reasonably request.

(ii) **Grant to ShelterZoom.** Subject to the terms and conditions of this Agreement, Affiliate (on behalf of itself and its Authorized Users) grants to ShelterZoom a nonexclusive, nontransferable (except pursuant to Section 9.3)], non-sublicensable license to store and/or use any Affiliate Data.

b) **Reservation of Rights.** All rights in and to the System and Software not expressly granted to Affiliate in Section 3.1(a)(i) are reserved to ShelterZoom. Without limiting the generality of the foregoing, Affiliate acknowledges and agrees that neither it nor its Authorized Users have the right under this Agreement to possess a copy or copies of the Software.

(c) **Ownership.** Affiliate acknowledges and agrees that, as between ShelterZoom and Affiliate, the System and Software (including without limitation any upgrades and/or new versions), and all computer programs, related documentation in whatever form, screen

displays, images and other information contained therein, and all patents, copyrights, trade secret rights and other intellectual property rights with respect thereto (collectively, the "ShelterZoom Property"), will remain the sole and exclusive property of ShelterZoom, even if suggestions made by Affiliate are incorporated into subsequent versions of the System or Software. Affiliate hereby assigns to ShelterZoom all right, title and interest that Affiliate may have or hereafter acquire in or to the ShelterZoom Property and any upgrades and new versions thereof. Upon ShelterZoom's request, Affiliate will execute all documents necessary to secure ShelterZoom's rights in the ShelterZoom Property (regardless of whether such request is made during or after the Term).

3.2 **Fees.** Affiliate authorizes ShelterZoom to charge Authorized Users the Authorized User Fees at ShelterZoom's discretion.

4. RESTRICTIONS AND RESPONSIBILITIES

4.1 **Security.** ShelterZoom will use technical and organizational security measures consistent with industry standards to transfer, store, and process Affiliate Data. These measures are designed to protect the integrity of Affiliate Data and are designed to guard against the unauthorized or unlawful access to, use, and processing of Affiliate Data.

4.2 **Data Processing and Transfer.**

- a) **Data Processing.** ShelterZoom and its Sub-Processors will only process Affiliate Data to provide the Services, fulfill ShelterZoom's obligations under this Agreement and exercise ShelterZoom's rights hereunder. Sub-Processors' processing activities will be restricted to processing on ShelterZoom's behalf and in accordance with ShelterZoom's instructions. Affiliate agrees that ShelterZoom and its Sub-Processors may transfer, store, and process Affiliate Data in locations other than Affiliate's country.
- b) **EU-U.S. Privacy Shield Program.** ShelterZoom is certified and complies with the EU-U.S. Privacy Shield Program. If the Privacy Shield Program is invalidated, ShelterZoom will use commercially reasonable efforts to comply with the resulting alternate or successor data transfer mechanisms.
- c) **EU Standard Contractual Clauses.** To the extent Affiliate Data is subject to EU Data Protection Laws and is processed by ShelterZoom on Affiliate's behalf: (i) ShelterZoom will use and process Affiliate Data as Affiliate instructs in order to fulfill

ShelterZoom's obligations and exercise ShelterZoom's rights under this Agreement; and (ii) Affiliate agrees to the EU Standard Contractual Clauses with ShelterZoom Corp. for the transfer of personal data. The EU Standard Contractual Clauses apply only to the System and Services and future variations of the System and Services, but do not apply to Beta Services or Excluded Features.

4.3 **No Derivative Works**. Affiliate will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the System or any of its components, or any documentation or data related to the System; modify, translate, or create derivative works based on the System except to the extent expressly permitted by ShelterZoom in this Agreement; use the System outside of the scope expressly permitted in this Agreement, in violation of applicable law, or for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4.4 **Export**. Affiliate acknowledges that the System and all related technical information, documents and materials are subject to export controls under the Export Control Laws. Affiliate will (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with ShelterZoom in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or transfer, directly or indirectly, any part of the System in violation of any such controls.

4.5 **Unauthorized Use**. Affiliate represents, warrants and covenants that Affiliate and its Authorized Users will use the System only in compliance with ShelterZoom's then current Privacy Policy, Acceptable Use Policy, Community Standards, Terms of Use, and Real Property Transactional Services Terms of Use, this Agreement, and all applicable laws and regulations (collectively, the "Applicable Terms"). Affiliate agrees it will prevent unauthorized use of the System and Services by its Authorized Users and terminate any unauthorized use of or access to the System or Services. Affiliate agrees to indemnify and hold harmless ShelterZoom against any damages, losses, liabilities, fines, penalties, forfeitures, judgments, settlements, costs and expenses (including without limitation court costs and attorney's fees) in connection with any claim, action, suit, proceeding, defense, demand or assertion that relates to or arises or results from a violation or alleged violation of the Applicable Terms or otherwise from Affiliate's or its Authorized Users' use of the System or Services. Although ShelterZoom has no obligation to monitor Affiliate's or its

Authorized Users' use of the System or Services, ShelterZoom may do so and may prohibit any use of the System or Services that is or it believes may be (or is alleged to be) in violation of the Applicable Terms.

4.6 **Maintenance by Affiliate**. Affiliate will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the System, including modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Affiliate will also be responsible for maintaining the security of the Equipment, Affiliate's account passwords (including administrative and user passwords) and files, and for all uses of Affiliate's account or the Equipment with or without Affiliate's knowledge or consent.

4.7 **Compliance**. ShelterZoom has the right to audit Affiliate for compliance with this Agreement and applicable law at any time during the Term of this Agreement. If inconsistencies are detected, ShelterZoom has the right to immediately suspend or terminate Affiliate's and its Authorized Users use of the System, in which case ShelterZoom will not be liable for any actual or potential losses (including the loss of expected profit) caused to the Affiliate by such suspension or termination.

4.7 **Use of Personal Data**. Affiliate acknowledges that for the purpose of fulfilling ShelterZoom's obligations to Affiliate and its Authorized Users in relation to the System, ShelterZoom processes information about Authorized Users that may include identifying, geolocation and/or personal data. Affiliate acknowledges and agrees that ShelterZoom may use such information as necessary for operation of the System, to render Services under this Agreement, and to contact Authorized Users to provide information about the System's functionality and operation, periodic System upgrades, and other reasons deemed necessary at the sole discretion of ShelterZoom.

4.7 **Third Parties**. Affiliate acknowledges and agrees that ShelterZoom may involve third parties in the operation and support of the System, and in rendering any Services.

4.8 **Key Performance Indicators**. Affiliate acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, ShelterZoom may, but will not be obligated to, monitor certain data generated by Affiliate's and its Authorized Users' use of the System, such as the number of Authorized Users of the System at any given time, the percentage increase of Authorized Users over time, and statistics relating to the demographics and activity of Authorized Users, including the number

of offers and messages routed through the System. Affiliate further acknowledges and agrees that ShelterZoom may use such information on ShelterZoom's own web site and in its promotional materials in addition to providing this data through the System.

4.9 Suggestions. Affiliate grants ShelterZoom the unlimited, perpetual, irrevocable, royalty-free, worldwide right to use, modify, and incorporate into ShelterZoom's products and services, license and sublicense, any feedback, comments, or suggestions on the System or Services that Affiliate or Authorized Users may send ShelterZoom or post online, without any obligation to Affiliate or Authorized Users. None of the foregoing will be deemed Proprietary Information of Affiliate as defined herein.

5. CONFIDENTIALITY; PROPRIETARY RIGHTS

5.1 Proprietary Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of ShelterZoom includes non-public information regarding features, functionality and performance of the System. Proprietary Information of Affiliate includes non-public data about its business and technology systems provided by Affiliate to ShelterZoom to enable the provision of the System ("Affiliate Data"). The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information, and (b) not to use (except in performance of the Services or providing access to the System, or as otherwise permitted in this Agreement) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information after five (5) years following its disclosure or any information that the Receiving Party can document (i) is or becomes generally available to the public, or (ii) was in its possession or known prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. If any Proprietary Information is required to be disclosed by applicable law, it may be disclosed solely to the extent of such requirement, provided that the Receiving Party will first give written notice of such requirement to the Disclosing Party, and, to the extent permitted by applicable law, will permit the Disclosing Party to intervene in any relevant proceedings to protect its

interests in the Proprietary Information, and reasonably cooperate with the Disclosing Party in seeking to obtain such protection.

5.2 **Affiliate Data Ownership**. Affiliate will own and retain all right, title and interest in and to the Affiliate Data, subject to Section 3.1(a)(ii). ShelterZoom will own and retain all right, title and interest in and to (a) any additional Software that is developed as a result of rendering the Services or operating the System, (b) any inventions or other technology developed in connection with System or Services, (c) all intellectual property rights related to any of the foregoing, and (d) all improvements, enhancements or modifications thereto. Notwithstanding anything to the contrary, ShelterZoom will have the right to collect, analyze and use data and other information relating to the provision, use and performance of various aspects of the Services, System and related Software and technologies (including, without limitation, information concerning Affiliate Data and data derived therefrom), and ShelterZoom will be free to (i) use such information and data to improve and enhance the Services, System and Software, develop other services, and for other development, diagnostic and corrective uses, and (ii) disclose and provide to others such information and data solely in aggregate or other de-identified form in connection with its business.

5.3 **Attribution**. Affiliate agrees that ShelterZoom will be entitled to conspicuously display an appropriate attribution legend such as "Powered by ShelterZoom" on the viewable screens of the System as installed on the Designated Servers, so that Authorized Users are notified that ShelterZoom has enabled the applications provided by Affiliate. In addition, Affiliate will create and maintain a hyperlink from its own web site to ShelterZoom's web site in order to enable Authorized Users to obtain information and links to download any legal agreements and additional software.

6. TERM AND TERMINATION

6.1 **Term, Renewal Term, and Termination**. Subject to earlier termination as provided elsewhere herein, this Agreement is for the initial term of one (1) year (the "Initial Term"), and will be automatically renewed for additional periods of the same duration as the Initial Term (each, a "Renewal Term"), unless either party provides notice in the form of a written request for termination at least thirty (30) days prior to the end of the then-current term. Collectively, the Initial Term and all Renewal Terms are referred to in this Agreement as the "Term". Upon expiration or

termination of this Agreement, Affiliate will remove all links to the System and Services.

6.2 **Breach.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of late or non-payment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within such 30-day period.

6.3 **Survival.** All sections of this Agreement which by their nature should survive termination will be deemed to survive termination, including accrued rights to payment, indemnification obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1 **Warranty Limitations.** ShelterZoom does not warrant that the Services and the System will meet all of the Affiliate's requirements or that they will be uninterrupted or error free.

7.2 **GENERAL DISCLAIMER. THE SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND SHELTERZOOM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

7.3 **Beta Services.** Despite anything to the contrary in this Agreement: (a) Affiliate may choose to use Beta Services in its sole discretion; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same security measures and auditing to which the Services have been subjected; and (e) SHELTERZOOM WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES. THE AFFILIATE USES BETA SERVICES AT ITS OWN RISK.

8. LIMITATION OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, SHELTERZOOM AND ITS SUPPLIERS (INCLUDING ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES,

CONTRACTORS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED TO THIS AGREEMENT UNDER ANY CONTRACT, THEORY OF NEGLIGENCE OR STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SHELTERZOOM'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY AFFILIATE TO SHELTERZOOM FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, OR \$100.00, WHICHEVER IS LESS, IN EACH CASE, WHETHER OR NOT SHELTERZOOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1 **Exhibits**. This Agreement includes and incorporates any attached Exhibits.

9.2 **Severability**. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.3 **Assignability**. This Agreement is not assignable or transferable by Affiliate except with ShelterZoom's prior written consent, although ShelterZoom may transfer and assign any of its rights and obligations under this Agreement without Affiliate's consent.

9.4 **Entire Agreement, Waivers and Modifications**. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. A waiver of a default is not a waiver of a subsequent default.

9.5 **Relationship of Parties**. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Affiliate does not have any authority of any kind to bind ShelterZoom in any respect whatsoever.

9.6 **Disputes**.

- a) **Informal Resolution**. Before filing a claim, each party agrees to try to resolve the dispute by contacting the other party through the notice procedures set forth below. If a dispute is not resolved within thirty (30) days of notice, Affiliate or ShelterZoom may bring a formal proceeding.
- b) **Arbitration**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator[, unless the claim amount exceeds \$2,000,000, in which case the dispute shall be heard by a panel of three arbitrators.] The place of arbitration shall be New York County, New York. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The standard provisions of the Commercial Rules shall apply. Arbitration shall be on an individual basis only, arbitrations concerning different Affiliates shall not be consolidated, and the arbitrators may only award relief on an individual (non-class, non-representative) basis. The award of the arbitrators shall be accompanied by a reasoned opinion.
- c) **Emergency Measures of Protection**. Notwithstanding any provision of the Commercial Rules providing for emergency measures of protection, either party may bring a proceeding solely for preliminary injunctive relief to stop unauthorized use or abuse of the System or Services or infringement of intellectual property rights: (i) with respect to proceedings brought by ShelterZoom, in the courts sitting in New York County, New York or in such other place as may have jurisdiction over Affiliate or (ii), with respect to proceedings brought by Affiliate, in the federal or state courts sitting in New York County, New York, Such proceeding shall be brought only in connection with an arbitration that is pending or to be commenced promptly pursuant to Subsection (b). Subsection

(a) hereof shall not apply to any request for injunctive relief under this Subsection (c) or the initiation of any arbitration that is brought in connection with a request for preliminary injunctive relief (including by request for emergency measure of protection within the arbitration).

- d) **No Class Actions**. Affiliate may only resolve disputes with ShelterZoom on an individual basis, and to the extent permitted by law waives any right to, bring any claim against ShelterZoom in a class, consolidated, representative, or private attorney general action.
- e) **Governing Law**. THIS AGREEMENT WILL BE GOVERNED BY NEW YORK LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. The parties consent to venue and personal jurisdiction in the state and federal courts sitting in New York County, New York.
- f) **Attorney's Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees.

9.7 **Notices**. Notices to Affiliate may be sent via first class mail, express mail, or overnight courier to its address on record at ShelterZoom and are deemed given when received. Notices to Affiliate may also be sent to the applicable account email address on file and are deemed given when sent. Notices to ShelterZoom must be sent by electronic mail to ShelterZoom Legal at ShelterZoom@ShelterZoom.com, with a copy to ShelterZoom Corp., 14 Wall Street, 20th Floor, New York, NY 10005, Attention: Legal Department. Notices to ShelterZoom are deemed given when received.