

FOUNDRE TERMS OF SERVICE

Version 1.0 Effective Date: October 1, 2026

These Terms of Service (the “Terms”) are a binding agreement between FoundRE, LLC, a South Carolina limited liability company (“FoundRE,” “we,” “us,” or “our”), and the person or organization that accesses or uses the FoundRE software-as-a-service platform (the “Service”). If you use the Service on behalf of a company, real estate team, brokerage, or other organization, you represent that you have authority to bind that organization to these Terms. “Customer” means the person or organization responsible for the account or subscription, and “User” means an individual authorized to access the Service. By accepting these Terms when creating or purchasing a Customer account (including as Owner), you agree that these Terms apply to the Customer and to all Users the Customer authorizes to access the Service.

BY CREATING AN ACCOUNT, ACCEPTING THESE TERMS ELECTRONICALLY, OR USING THE SERVICE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE.

1. ELIGIBILITY AND ACCOUNTS

1.1 Eligibility. You must have legal capacity to enter into a binding agreement and must use the Service for lawful business purposes.

1.2 Account Information. You agree to provide accurate account information and keep it reasonably current.

1.3 User Accounts. Each individual login is intended for one authorized User. Login credentials may not be shared among multiple people. Customer is responsible for identifying and managing its authorized Users.

1.4 Account Security. Customer and Users are responsible for safeguarding credentials and for activity occurring through their accounts. You must promptly notify FoundRE of suspected unauthorized access or security compromise.

1.5 Administrative Authority. A Customer may designate Users with administrative or leadership permissions. Customer is responsible for deciding who receives those permissions and for actions those Users are authorized to take.

1.6 Primary Territory. The Service is offered primarily for U.S. business use. Access from other locations does not expand FoundRE’s obligations beyond those stated in these Terms and the Privacy Policy.

2. THE FOUNDRÉ SERVICE

2.1 Service. FoundRE is a software-as-a-service platform designed to help real estate professionals and organizations view, organize, and understand business execution information, including activity, accountability, pipeline, production, goals, conversion, and related operational information made available through the Service.

2.2 Not a CRM Replacement Representation. FoundRE may be used alongside other business systems. These Terms do not represent that FoundRE replaces any particular third-party system or performs functions not expressly provided in the Service.

2.3 Changes and Improvements. We may modify, improve, add to, or discontinue aspects of the Service as the product develops. We will use reasonable efforts to avoid materially reducing paid functionality during an active subscription without reasonable notice, except where changes are required for security, law, third-party dependencies, or technical necessity.

2.4 Beta or Early Features. We may identify certain functionality as beta, preview, experimental, or early access. Such functionality may change or be discontinued and may be subject to additional limitations.

3. LICENSE AND PERMITTED USE

3.1 Limited Right to Use. Subject to these Terms and payment of applicable fees, FoundRE grants Customer and its authorized Users a limited, non-exclusive, non-transferable, non-sublicensable right during the subscription term to access and use the Service for Customer's internal business purposes.

3.2 Restrictions. You may not, except to the extent applicable law expressly permits:

- sell, resell, rent, lease, sublicense, or commercially provide access to the Service to an unauthorized third party;
- copy, modify, reverse engineer, decompile, disassemble, or attempt to derive source code or underlying nonpublic technology of the Service;
- circumvent access controls, usage restrictions, security measures, or user-count limitations;
- use the Service to introduce malicious code, interfere with the Service, probe vulnerabilities without authorization, or gain unauthorized access to systems or data;
- scrape, harvest, or systematically extract data from the Service except through functionality or exports FoundRE intentionally provides;
- use FoundRE intellectual property, confidential information, or nonpublic product information to build or assist a directly competing product;
- use the Service in violation of law or the rights of another person.

3.3 Feedback. If you voluntarily provide suggestions or feedback about FoundRE, you grant FoundRE the right to use that feedback without restriction or compensation, provided FoundRE does not publicly identify you as the source without permission.

4. SUBSCRIPTIONS, USERS, BILLING, AND PAYMENT

4.1 Subscription. Paid access is provided on a subscription basis under the pricing, billing interval, and user tier presented at purchase or otherwise agreed with FoundRE.

4.2 Active Users and Pricing Tier. FoundRE pricing may be based on the number of active Users associated with a Customer account. Users marked inactive in the Service do not count toward the Customer's active seat allocation. FoundRE may determine how active Users and seats are measured based on the account configuration and billing rules disclosed in the Service or at purchase.

4.3 Recurring Billing. Unless otherwise stated at purchase, subscriptions automatically renew for successive billing periods until canceled. Customer authorizes FoundRE and its payment processor to charge the payment method on file for applicable recurring subscription fees, taxes, and approved charges.

4.4 Pricing Changes. FoundRE may change pricing prospectively. We will provide reasonable advance notice of a material pricing change applicable to an existing subscription before the change takes effect.

4.5 Tier Changes. If active User count moves the Customer into a different published pricing tier, subscription charges may be adjusted in accordance with the billing rules disclosed in the account or at purchase. The precise timing and proration treatment displayed in the Service or checkout controls the applicable transaction.

4.6 Taxes. Fees do not include taxes unless stated otherwise. Customer is responsible for applicable sales, use, excise, or similar transaction taxes, excluding taxes based on FoundRE's net income.

4.7 Payment Failure. If payment fails or becomes past due, FoundRE may retry payment, request updated payment information, restrict paid functionality, suspend access, or terminate the subscription after reasonable notice where practicable.

4.8 Refunds. Except where required by law or expressly stated by FoundRE at purchase, subscription fees are non-refundable once charged. This provision does not limit any refund or cancellation right that cannot lawfully be waived.

4.9 Cancellation. Customer may cancel its subscription through the cancellation method made available by FoundRE or by contacting FoundRE through the support method identified in the

Service. Unless otherwise disclosed at purchase, cancellation stops future renewal and paid access continues through the end of the then-current paid billing period.

5. FREE TRIALS AND PROMOTIONAL OFFERS

5.1 Discretionary Trials. From time to time, or on a selective basis, FoundRE may offer trial access to the Service. Any such trial is offered solely at the discretion of FoundRE, LLC, and nothing in these Terms obligates FoundRE to offer a trial to any Customer or User.

5.2 Trial Terms. If FoundRE offers a trial, the duration, eligibility, payment-card requirement (if any), conversion to paid service, and cancellation rules will be disclosed when the trial is offered. If a trial will automatically convert to a paid subscription, FoundRE will disclose the recurring charge and obtain the consent required by applicable law before charging.

5.3 Promotions. Promotional pricing or credits may be subject to separate terms and may not be combined unless FoundRE states otherwise.

6. CUSTOMER DATA

6.1 Customer Ownership. As between FoundRE and Customer, Customer retains ownership of the identifiable business data, records, content, and information Customer or its Users submit to the Service (“Customer Data”).

6.2 Permission to Process. Customer grants FoundRE the rights reasonably necessary to collect, host, copy, process, analyze, transmit, display, back up, and otherwise use Customer Data to provide, secure, maintain, support, troubleshoot, and improve the Service and to comply with law.

6.3 Customer Responsibility. Customer is responsible for the accuracy, legality, and appropriateness of Customer Data and for having any rights, notices, permissions, or consents necessary to provide that data to FoundRE.

6.4 Sensitive Data. Unless FoundRE expressly supports a category of sensitive information, Customer should not intentionally upload highly sensitive personal information that is unnecessary for the Service, such as Social Security numbers, financial-account credentials, health records, or authentication secrets.

6.5 Data Access Within Customer Account. Users may be able to view information according to the roles and permissions configured for the Customer account. Customer is responsible for its internal access decisions.

7. AGGREGATED AND DE-IDENTIFIED INFORMATION

7.1 Derived Analytics. FoundRE may create aggregated and/or de-identified statistics, benchmarks, trends, averages, performance patterns, and analytical insights derived from use of the Service and Customer Data, provided such information does not reasonably identify Customer or an individual.

7.2 FoundRE Ownership. To the extent permitted by law, FoundRE owns aggregated and de-identified datasets and derived analytics it creates and may use them to operate, improve, analyze, benchmark, develop, and market the Service and related products.

7.3 No Sale of Identifiable Customer Data. FoundRE will not sell identifiable Customer Data as a standalone data product. Use and disclosure of personal information are also governed by the FoundRE Privacy Policy.

8. PRIVACY AND SECURITY

8.1 Privacy Policy. FoundRE's Privacy Policy describes how FoundRE collects, uses, and handles personal information. The Privacy Policy is incorporated by reference to the extent applicable.

8.2 Security. FoundRE will use commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Service and its stage of development. No internet-connected service can guarantee absolute security.

8.3 Security Incidents. FoundRE will address confirmed security incidents affecting Customer Data in accordance with applicable law and its incident-response procedures.

8.4 Third-Party Infrastructure. The Service may rely on third-party hosting, database, payment, authentication, communications, analytics, or other service providers, including those identified in the Privacy Policy. FoundRE is not responsible for failures caused solely by third-party systems outside FoundRE's reasonable control, subject to obligations that cannot lawfully be disclaimed.

9. THIRD-PARTY SERVICES

9.1 Third-Party Products. FoundRE may enable links, integrations, imports, exports, or interactions with third-party products or services. Third-party services are governed by their own terms and privacy practices.

9.2 Customer Authorization. If Customer directs FoundRE to exchange information with a third-party service, Customer authorizes FoundRE to transmit and receive the information reasonably necessary to carry out that direction. Customer's use of that third-party service is governed by that provider's own terms and privacy practices.

9.3 No Endorsement or Guarantee. FoundRE does not control and does not guarantee the continued availability, functionality, accuracy, or security of third-party services.

10. FOUNDTRE INTELLECTUAL PROPERTY

10.1 Ownership. FoundTRE and its licensors retain all rights, title, and interest in the Service and FoundTRE technology, software, source code, architecture, databases and database structures, designs, UI/UX, documentation, trademarks, logos, branding, website content, processes, methodologies, analytics, and other intellectual property, excluding Customer Data.

10.2 No Implied Rights. Except for the limited right to use the Service expressly granted in these Terms, no license or ownership right is transferred to Customer or any User.

10.3 Marks. “FoundTRE,” “Execution Intelligence,” FoundTRE logos, and associated branding may not be used in a manner implying endorsement, affiliation, or authorization without FoundTRE’s permission, except for truthful nominative references permitted by law.

11. CONFIDENTIALITY

11.1 Confidential Information. Nonpublic business, technical, product, security, pricing, customer, and operational information disclosed by one party to the other that reasonably should be understood as confidential shall be protected using reasonable care.

11.2 Exclusions. Confidential Information does not include information that the receiving party can demonstrate was lawfully known without restriction, becomes public without breach, is received lawfully from a third party without duty of confidentiality, or is independently developed without use of the disclosing party’s Confidential Information.

11.3 Required Disclosure. A receiving party may disclose Confidential Information when legally required, provided it gives notice when legally permitted and reasonably cooperates in seeking protective treatment.

12. NO PROFESSIONAL ADVICE OR GUARANTEE OF RESULTS

12.1 Operational Tool. FoundTRE provides software, organization, analytics, and business-performance information. FoundTRE is not a real estate brokerage, law firm, accounting firm, financial adviser, employment adviser, or business coach merely by providing the Service.

12.2 No Guaranteed Results. FoundTRE does not guarantee leads, appointments, signed agency relationships, contracts, closings, revenue, profitability, production, conversion rates, recruiting, retention, or any other business result. Business outcomes depend on factors outside FoundTRE’s control. Customer uses the Service and its outputs at its own risk.

12.3 Customer Decisions. Metrics, dashboards, comparisons, goals, projections, pacing information, benchmarks, and other information available through the Service are decision-

support tools. Customer remains responsible for business, employment, compensation, coaching, compliance, real estate, financial, and legal decisions.

12.4 Data Quality. Outputs depend in part on information entered, imported, or otherwise made available to the Service. FoundRE is not responsible for inaccurate conclusions caused by inaccurate, incomplete, untimely, or improperly configured Customer Data.

13. SERVICE AVAILABILITY AND SUPPORT

13.1 Availability. FoundRE aims to provide reliable access but does not promise uninterrupted or error-free operation. Maintenance, updates, internet conditions, third-party dependencies, security events, and technical issues may cause temporary interruption.

13.2 Support. FoundRE may provide support through the channels and during the availability periods it establishes from time to time. Unless separately agreed in writing, no specific service-level agreement or guaranteed response time applies.

13.3 Backups and Exports. FoundRE may maintain backups as part of normal operations, but Customer should maintain copies of information it independently requires for legal, compliance, transaction, or business-continuity purposes. Any export functionality is limited to formats and data FoundRE then supports.

14. SUSPENSION AND TERMINATION

14.1 By Customer. Customer may cancel as provided in Section 4.9. Customer may also stop using the Service at any time.

14.2 By FoundRE. FoundRE may suspend or terminate access for material breach of these Terms, nonpayment, unlawful or abusive use, security risk, unauthorized access, infringement, or conduct that threatens the Service or other customers. Where reasonably practicable and appropriate, FoundRE will provide notice and an opportunity to cure.

14.3 Effect of Inactive and Deleted Users. When a User is marked inactive in the Service, that User's login access is removed and the User does not count toward the Customer's active seat allocation. Historical business records associated with that User generally remain within the Customer account. When a User is deleted, if that capability is available to Customer administrators, associated User records and activity may be permanently removed from the Customer account. Customer (through its Owner or other authorized administrators) decides whether to mark Users inactive or delete them. FoundRE does not guarantee recovery of deleted User records.

14.4 Effect of Customer Termination. Following termination of the Customer subscription, access may end or become restricted. For a period of ninety (90) days after the subscription ends, FoundRE will make reasonable efforts to provide the Customer's Owner access to retrieve Customer Data then available in the Service, or to fulfill a reasonable data-retrieval request sent to support@gofoundre.com. Thereafter, FoundRE may retain Customer Data indefinitely as described in the Privacy Policy, or may delete or de-identify it when the Customer requests deletion or when FoundRE determines there are operational, legal, security, or cost reasons to reduce stored data. FoundRE may also retain information as needed for backup, legal, security, fraud-prevention, dispute, recovery, and operational purposes as described in the Privacy Policy.

14.5 Survival. Provisions concerning accrued payment obligations, intellectual property, confidentiality, aggregated/de-identified data, disclaimers, limitations of liability, indemnification, disputes, and provisions that by their nature should survive will survive termination.

15. WARRANTIES AND DISCLAIMERS

15.1 Authority. Each party represents that it has authority to enter into these Terms.

15.2 Service Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." FOUNDRÉ DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, EXCEPT TO THE EXTENT A WARRANTY CANNOT LAWFULLY BE DISCLAIMED.

15.3 No Warranty of Accuracy or Outcome. FOUNDRÉ DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DATA, ANALYTICS, CALCULATIONS, FORECASTS, BENCHMARKS, OR OUTPUTS WILL BE COMPLETE OR ERROR-FREE.

16. LIMITATION OF LIABILITY

16.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOUNDRÉ'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE

TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO FOUNDRE FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16.3 Nonwaivable Rights. The limitations in this Section do not apply to the extent prohibited by applicable law.

17. INDEMNIFICATION

17.1 Customer Indemnity. To the extent permitted by law, Customer will defend, indemnify, and hold harmless FoundRE, LLC and its members, officers, employees, and agents from third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising from Customer Data, Customer's unlawful use of the Service, Customer's violation of another person's rights, or Customer's material breach of these Terms.

17.2 Procedure. FoundRE will provide reasonable notice of an indemnified claim and reasonable cooperation. Customer may control the defense with counsel reasonably acceptable to FoundRE, but may not settle a claim in a manner that admits wrongdoing by, imposes nonmonetary obligations on, or fails to fully release FoundRE without FoundRE's consent.

18. DISPUTES AND GOVERNING LAW

18.1 Good-Faith Resolution. Before filing a lawsuit, the parties will attempt in good faith to resolve a dispute through written notice and reasonable business discussion, except where immediate injunctive or emergency relief is appropriate.

18.2 Governing Law. These Terms are governed by the laws of the State of South Carolina, without regard to conflict-of-law rules, except where federal law controls.

18.3 Venue. Unless applicable law requires otherwise, any court proceeding arising from these Terms shall be brought in a state or federal court located in Beaufort County, South Carolina.

18.4 Dispute Resolution. These Terms do not require binding arbitration and do not waive jury trial or class-action rights, except to the extent such a waiver is required by applicable law that cannot be disclaimed.

19. ELECTRONIC COMMUNICATIONS AND ACCEPTANCE

19.1 Electronic Transactions. You agree that FoundRE may conduct the account and subscription relationship electronically, including presenting contracts, notices, receipts, and account communications electronically, subject to applicable law.

19.2 Electronic Acceptance. Clicking or checking an “I agree” control associated with these Terms, or another affirmative electronic acceptance method FoundRE provides, constitutes your electronic acceptance of these Terms.

19.3 Retention. FoundRE will make the then-current Terms reasonably available in a form Users can view and retain. Customer should save a copy of the version accepted.

19.4 Acceptance Records. FoundRE may maintain records showing the User, Customer account, date and time, Terms version, and other reasonable evidence of electronic acceptance.

20. CHANGES TO THESE TERMS

20.1 Updates. FoundRE may update these Terms as the Service and legal requirements evolve.

20.2 Material Changes. For material changes affecting an existing paid relationship, FoundRE will provide reasonable notice before the revised Terms become effective. Where legally required or where FoundRE determines appropriate, continued use may require affirmative acceptance of revised Terms.

20.3 Versioning. Each published version should identify an effective date or version number. The version accepted by a User or Customer will be retained where reasonably practicable.

21. GENERAL TERMS

21.1 Assignment. Customer may not assign these Terms or transfer its subscription without FoundRE’s written consent, except in connection with a permitted reorganization or sale of substantially all of Customer’s business where the successor assumes these Terms. FoundRE may assign these Terms in connection with a merger, reorganization, financing, sale of the Company, or sale of substantially all assets relating to the Service.

21.2 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, excluding Customer’s obligation to pay amounts already due.

21.3 Severability. If a provision is unenforceable, it will be modified to the minimum extent necessary where permitted, and the remainder remains effective.

21.4 Waiver. Failure to enforce a provision is not a waiver of the right to enforce it later.

21.5 Entire Agreement. These Terms, the Privacy Policy where applicable, the purchase or subscription terms presented to Customer, and any written order form or addendum signed by FoundRE constitute the agreement concerning the Service and supersede prior inconsistent understandings about the same subject.

21.6 Order of Precedence. If a signed order form or written addendum expressly conflicts with these Terms, the signed order form or addendum controls for that conflict.

21.7 No Third-Party Beneficiaries. Except as expressly stated, these Terms do not create rights in third parties.

22. CONTACT

Questions about these Terms may be sent to: **support@gofoundre.com**

FoundRE, LLC South Carolina, United States Website: gofoundre.com