

FOX HOLLOW CO.

TERMS OF USE & SERVICE

ARTICLE 1 — AGREEMENT AND SCOPE

These Terms of Use & Service ("Agreement") constitute a legally binding contract between you ("User," "you," or "your") and Fox Hollow Co. LLC ("Fox Hollow Co.," "we," "our," or "us"). This Agreement governs your access to and use of (a) the website located at foxhollowco.com, including all subdomains and microsites (collectively, the "Site"); (b) all digital and physical products offered through the Site, including educational courses, financial models, spreadsheet tools, templates, written articles, video content, and other downloadable or streaming content; (c) real estate market and financial analysis, consulting, and educational services provided through Fox Hollow Consulting, a division of Fox Hollow Co.; (d) real estate sales, buyer/seller/tenant/landlord representation, and related licensed real estate services offered through Fox Hollow Realty Group, a division of Fox Hollow Co., brokered by Townsend Realty of Texas; and (e) real estate photography, videography, aerial/drone services, Matterport 3D tours, and related visual media production services offered through Fox Hollow Media, a division of Fox Hollow Co. (collectively, all of the foregoing are referred to as the "Services").

By accessing the Site, purchasing any product, engaging any service, or otherwise interacting with any Fox Hollow Co. platform or personnel, you acknowledge that you have read, understood, and agree to be bound by this Agreement in its entirety. If you do not agree, you must immediately discontinue use of the Site and all Services.

This Agreement extends to and is binding on all Fox Hollow Co. divisions, including Fox Hollow Consulting, Fox Hollow Realty Group, and Fox Hollow Media, as well as any additional or ancillary services, products, or activities offered in connection with Fox Hollow Co. that are not explicitly enumerated herein. References to 'Fox Hollow Co.' throughout this Agreement include all such divisions and activities unless otherwise specified.

ARTICLE 2 — ELIGIBILITY AND ACCOUNT REGISTRATION

The Site and Services are intended exclusively for individuals who are at least 18 years of age and who possess the legal capacity to enter into binding contracts. By using the Site or any Service, you represent and warrant that you satisfy these requirements. If you do not meet these requirements, you are strictly prohibited from accessing or using the Site or any Service.

Certain features of the Site and certain Services require you to create a registered account. In connection with any such registration, you agree to: (a) provide accurate, current, and complete information; (b) maintain and promptly update such information to keep it accurate and complete; (c) maintain the confidentiality of your login credentials and account information; (d) accept full responsibility for all activity occurring under your account; and (e) notify Fox Hollow Co. immediately at help@foxhollowco.com of any unauthorized access to or use of your account.

Fox Hollow Co. reserves the right to suspend, terminate, or modify any account at any time, with or without notice, for any reason, including but not limited to a violation of this Agreement, fraudulent activity, or extended inactivity.

ARTICLE 3 — EDUCATIONAL PURPOSE AND NO PROFESSIONAL ADVICE

3.1 Educational and Informational Purpose Only

ALL materials, content, tools, outputs, and services made available through the Site or any Fox Hollow Co. Service — including but not limited to courses, Excel-based financial models, analytical tools, templates, written articles, video content, consulting deliverables, market analysis, and any other resource provided through Fox Hollow Consulting or otherwise (collectively, "Materials") — are provided solely for general educational and informational purposes. The Materials are not intended to constitute, and shall not be construed as, legal advice, tax advice, accounting advice, valuation advice, financial advice, investment advice, or any other form of regulated professional advice.

Fox Hollow Co. is not a law firm, accounting firm, registered investment adviser, licensed valuation firm, securities broker-dealer, or any other regulated advisory entity. No attorney-client, accountant-client, broker-client, adviser-client, or fiduciary relationship of any kind is created between you and Fox Hollow Co. by your use of the Site, the Materials, or any Service.

Nothing in the Materials constitutes a recommendation, solicitation, or offer to buy, sell, hold, or otherwise transact in any real estate asset, security, financial instrument, or investment of any kind. The inclusion of any property, market, or investment example in the Materials is illustrative only and does not represent a specific recommendation or endorsement of that asset, market, or transaction.

3.2 User Responsibility to Verify

You are solely and exclusively responsible for independently verifying all assumptions, inputs, calculations, formulas, and outputs contained in or generated by any Material, including any Excel financial model, underwriting tool, or analytical spreadsheet provided through Fox Hollow Consulting or the Site. Fox Hollow Co. does not warrant that any model, tool, or output is free from computational errors, formula errors, data entry errors, or methodological limitations. You acknowledge that financial models and analytical tools are subject to inherent limitations and that outputs are only as reliable as the inputs and assumptions on which they are based.

Before relying on any Material for any purpose — including but not limited to evaluating a real estate investment, underwriting an acquisition, preparing financial projections, or making any business or personal decision — you are responsible for: (a) reviewing and validating all assumptions underlying the Material; (b) confirming that the methodology employed is appropriate for your specific situation; (c) checking all formulas, calculations, and outputs for accuracy; and (d) obtaining independent verification from qualified professionals as appropriate.

3.3 Consult Qualified Professional Advisors

Prior to taking any action in reliance on any Material or Service, you should consult with and obtain the advice of qualified professional advisors who are licensed and competent to advise on the specific subject matter relevant to your situation. Depending on the nature of the decision you are considering, such advisors may include, without limitation, licensed attorneys, certified public accountants, registered investment advisers, licensed real estate brokers, appraisers, mortgage professionals, tax professionals, and financial planners.

Fox Hollow Co. expressly encourages all users to seek independent professional advice and does not discourage, limit, or substitute for such advice in any way. The availability of Materials through the Site or Fox Hollow Consulting does not reduce or eliminate your obligation to consult qualified professionals, nor does it create any reasonable basis for foregoing such consultation.

3.4 No Advisory Services

Fox Hollow Co., including Fox Hollow Consulting, does not provide professional financial advisory services, registered investment advisory services, securities advice, tax advice, legal advice, or accounting services of any kind through the Site or any Material. Any general discussion of financial concepts, investment strategies, real estate markets, valuation methodologies, or analytical frameworks contained in the Materials is educational in nature only. Such discussions do not take into account your individual financial situation, objectives, risk tolerance, tax circumstances, or any other personal factors that a qualified adviser would consider in providing personalized professional advice.

THE MATERIALS ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE. FOX HOLLOW CO. AND FOX HOLLOW CONSULTING EXPRESSLY DISCLAIM ANY REPRESENTATION THAT THE MATERIALS ARE SUFFICIENT TO SUPPORT ANY INVESTMENT DECISION, TRANSACTION, LEGAL POSITION, TAX FILING, ACCOUNTING TREATMENT, OR VALUATION CONCLUSION WITHOUT INDEPENDENT PROFESSIONAL VERIFICATION AND ADVICE.

ARTICLE 4 — FOX HOLLOW CONSULTING

4.1 Scope of Consulting Services

Fox Hollow Consulting, a division of Fox Hollow Co., offers real estate market analysis, educational courses, financial modeling tools, Excel-based underwriting models, written articles, video content, private advisory services, and related educational resources (collectively, "Consulting Services"). All Consulting Services and any deliverables produced thereunder constitute Materials subject to the educational purpose and professional advice limitations set forth in Article 3 of this Agreement.

The scope, deliverables, timeline, and fees for any private Consulting Services engagement shall be set forth in a separate engagement agreement, statement of work, or proposal document executed by both parties. In the event of any conflict between this Agreement and an executed engagement agreement, the engagement agreement shall control with respect to the specific terms of that engagement.

4.2 Digital Products and Downloadable Content

Fox Hollow Consulting offers a variety of digital products through the Site, which may include, without limitation: online educational courses and training programs; Microsoft Excel financial models and

analytical tools; templates, guides, and reference materials; webinars and recorded instructional content; written articles and market reports; and other downloadable or streaming digital resources (collectively, "Digital Products"). All Digital Products are provided for educational and informational purposes only subject to Article 3.

Upon your purchase of a Digital Product and subject to your compliance with this Agreement, Fox Hollow Co. grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Digital Product solely for your personal, non-commercial purposes. This license does not constitute a sale of any intellectual property and conveys no ownership rights whatsoever.

4.3 Prohibited Uses of Digital Products

You expressly agree that you will not, directly or indirectly:

- Share, resell, sublicense, distribute, or otherwise transfer any Digital Product to any third party
- Reproduce, copy, or duplicate any Digital Product in whole or in part
- Use any Digital Product for commercial purposes, including client engagements, without prior written authorization from Fox Hollow Co.
- Modify, adapt, translate, reverse engineer, or create derivative works based on any Digital Product
- Remove or obscure any proprietary notices, watermarks, or branding contained in any Digital Product
- Use any Excel model or financial tool to offer competing products or services

4.4 Professional Judgment; Not Professional Advice

All analysis, recommendations, opinions, and content produced through Fox Hollow Consulting reflect professional judgment based on information available at the time of production and are provided for informational and educational purposes only. Such output does not constitute legal advice, financial advice, investment advice, tax advice, accounting advice, valuation advice, or any other regulated professional advice. Clients and users are strongly encouraged to independently verify all conclusions and to consult licensed professionals as appropriate before making decisions based on any Fox Hollow Consulting deliverable or content.

4.5 Client Responsibilities

Clients engaging private Fox Hollow Consulting services agree to: (a) provide accurate, complete, and timely information necessary for Fox Hollow Consulting to perform the agreed services; (b) review all deliverables promptly and validate all assumptions, inputs, and outputs independently; (c) acknowledge that the quality of consulting output is dependent on the accuracy and completeness of information provided by the client; and (d) consult qualified professional advisors before acting on any deliverable. Fox Hollow Co. shall not be liable for deficiencies in work product that result from inaccurate or incomplete information provided by the client.

4.6 No Guarantee of Results

Fox Hollow Co. and Fox Hollow Consulting make no representation or warranty that use of any Digital Product, course, model, or consulting deliverable will produce any particular financial outcome, return on investment, professional result, or business outcome. Any examples, projections, or case studies contained in any Material are illustrative only and do not constitute a guarantee or prediction of future performance. Results will vary based on individual circumstances, market conditions, and factors beyond Fox Hollow Co.'s control.

ARTICLE 5 — FOX HOLLOW REALTY GROUP

5.1 Scope of Real Estate Services

Fox Hollow Realty Group, a division of Fox Hollow Co., provides real estate sales, buyer/seller/tenant/landlord representation, and related licensed real estate services (“Realty Services”), brokered by Townsend Realty of Texas, in accordance with applicable federal, state, and local real estate laws and regulations.

5.2 Not Investment Advice

Any market analysis, property valuation, investment thesis, underwriting output, financial projection, or related content provided through Realty Services is for informational and educational purposes only and does not constitute a recommendation to buy, sell, hold, or otherwise transact in any real estate asset or security. You are solely responsible for verifying all assumptions, inputs, calculations, and outputs contained in any Realty Services deliverable before relying on such deliverable for any purpose. Real estate investment involves substantial risk, including the risk of complete loss of invested capital. Past performance of any property or market discussed by Fox Hollow Realty Group is not indicative of future results.

5.3 Third-Party Reliance

Real estate market data, property records, valuation estimates, and comparable transaction data utilized by Fox Hollow Realty Group may be sourced from third-party providers including but not limited to county appraisal districts, MLS databases, CoStar, Redfin, Zillow, and other market data services. Fox Hollow Co. does not warrant the accuracy, completeness, or timeliness of such third-party data and shall not be liable for any decision made in reliance thereon. Users and clients are responsible for independently verifying all material information.

5.4 No Fiduciary Relationship

The nature and scope of any agency relationship between Fox Hollow Realty Group and a client shall be governed by applicable Texas real estate law, including the Texas Real Estate License Act, and shall be disclosed in writing through an Information About Brokerage Services (IABS) form as required by the Texas Real Estate Commission (TREC). Nothing in this Agreement modifies or limits any statutory duties owed under applicable law.

ARTICLE 6 — FOX HOLLOW MEDIA

6.1 Scope of Media Services

Fox Hollow Media, a division of Fox Hollow Co., provides professional visual media production services for real estate listings and properties, including real estate photography, videography, aerial and drone photography and videography, Matterport 3D virtual tour capture, floor plan creation, and related creative and production services (collectively, "Media Services"). Fox Hollow Media serves real estate agents, brokers, property owners, developers, and other clients seeking professional visual content for real estate marketing purposes.

6.2 Engagement and Deliverables

The scope, deliverables, timeline, usage rights, and fees for any Media Services engagement shall be set forth in a separate service agreement, booking confirmation, or statement of work. In the event of any conflict between this Agreement and an executed service agreement, the service agreement shall control.

with respect to the specific terms of that engagement. Fox Hollow Media reserves the right to decline any engagement at its sole discretion.

6.3 Intellectual Property in Media Deliverables

Unless expressly stated otherwise in a written service agreement, Fox Hollow Media retains all copyright and intellectual property rights in all photographs, videos, drone footage, Matterport scans, floor plans, and other creative work produced through Media Services ("Media Deliverables"). Upon receipt of full payment, Fox Hollow Media grants the client a limited, non-exclusive, non-transferable license to use the Media Deliverables solely for the specific real estate listing or marketing purpose for which the services were engaged. Media Deliverables may not be resold, sublicensed, or used for any commercial purpose beyond the licensed scope without prior written authorization from Fox Hollow Media.

6.4 Client Responsibilities

Clients engaging Media Services are responsible for: (a) ensuring that Fox Hollow Media personnel have lawful access to the property at the scheduled time; (b) obtaining any necessary permissions or consents from property owners, tenants, or other parties prior to the engagement; (c) ensuring the property is in the desired condition prior to arrival of Fox Hollow Media personnel; and (d) providing accurate property information and access instructions. Fox Hollow Media shall not be liable for any inability to perform services resulting from denied access, inadequate preparation, or inaccurate information provided by the client.

6.5 FAA Compliance and Drone Operations

All aerial and drone photography and videography services performed by Fox Hollow Media are conducted in compliance with applicable Federal Aviation Administration ("FAA") regulations, including FAA Part 107 requirements. Fox Hollow Media reserves the right to decline or postpone any drone engagement if weather conditions, airspace restrictions, safety concerns, or other regulatory factors make safe drone operations impracticable. No refunds will be withheld on the basis of rescheduling necessitated by regulatory or safety requirements, and any such engagement will be rescheduled at mutual convenience.

6.6 Matterport and Third-Party Platform Terms

Matterport 3D tour services involve the use of Matterport, Inc. proprietary technology and platforms. Delivery, hosting, and access to Matterport 3D tours are subject to Matterport's own terms of service, and Fox Hollow Media makes no representation regarding the continued availability, functionality, or hosting of Matterport content beyond Fox Hollow Media's own obligations. Any continuation of Matterport hosting beyond an agreed period may be subject to additional fees.

6.7 No Warranty of Marketing Results

Fox Hollow Media makes no representation or warranty that any Media Deliverable will achieve any particular marketing outcome, listing performance, sale price, days on market, or other real estate result. Media Deliverables are provided as professional creative work product only, and any use of such deliverables in real estate marketing is at the client's sole discretion and risk.

ARTICLE 7 — PAYMENT, PRICING, AND REFUND POLICY

7.1 Payment Terms

All purchases of Digital Products and Services are processed through Fox Hollow Co.'s designated payment processors. By completing a purchase, you authorize Fox Hollow Co. to charge your designated payment method for the applicable fees. Subscription-based products and services will be billed on a recurring basis in accordance with the selected subscription period and will automatically renew unless canceled prior to the renewal date.

7.2 Pricing Changes

Fox Hollow Co. reserves the right to modify pricing for any product or service at any time. Price changes will take effect prospectively and will not apply to purchases already completed. For subscription products, price changes will take effect at the beginning of the next billing period following adequate notice to the subscriber.

7.3 Refund Policy

All sales of Digital Products offered through Fox Hollow Consulting are final. Fox Hollow Co. does not offer refunds, exchanges, or credits for completed purchases of Digital Products, including courses, Excel models, templates, articles, or other downloadable or streaming content, except where required by applicable law. For Fox Hollow Consulting private engagements, Fox Hollow Realty Group services, and Fox Hollow Media engagements, refund terms shall be governed by the applicable engagement or service agreement. If you believe you have been charged in error, contact help@foxxhollowco.com within 14 days of the charge.

7.4 Free Trials and Promotional Offers

From time to time, Fox Hollow Co. may offer free trials or promotional pricing for certain products or services. Unless explicitly stated otherwise, free trials will automatically convert to paid subscriptions at the conclusion of the trial period unless canceled prior to expiration. Fox Hollow Co. reserves the right to modify or discontinue any promotional offer at any time without notice.

ARTICLE 8 — INTELLECTUAL PROPERTY

8.1 Ownership

The Site and all of its content — including but not limited to text, graphics, images, video, audio, software, financial models, course materials, data compilations, trademarks, service marks, logos, and trade dress — are the exclusive property of Fox Hollow Co. or its licensors and are protected by applicable United States and international intellectual property laws, including copyright, trademark, trade secret, and patent law.

8.2 Limited License to Users

Subject to your compliance with this Agreement, Fox Hollow Co. grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Site and its publicly available content solely for personal, non-commercial informational purposes. This license does not include the right to: (a) resell or commercially exploit any Site content; (b) reproduce, copy, or distribute Site content for commercial purposes; (c) scrape, harvest, or systematically extract data from the Site by automated or manual means; or (d) use the Site or its content in any manner not expressly authorized by this Agreement.

8.3 Trademarks

"Fox Hollow Co.," "Fox Hollow Consulting," "Fox Hollow Realty Group," "Fox Hollow Media," and all associated logos, taglines, and product names are trademarks and subordinate LLCs of Fox Hollow Co. LLC. You may not use any Fox Hollow Co. trademark without prior written authorization. Nothing in this Agreement grants any license to use any Fox Hollow Co. trademark. 'Townsend Realty of Texas' is a registered trade name of its respective owner and is referenced solely to identify the sponsoring broker of Fox Hollow Realty Group. Fox Hollow Co. makes no claim to that mark."

8.4 Feedback and Submissions

If you submit any feedback, suggestions, ideas, or recommendations to Fox Hollow Co., you grant Fox Hollow Co. an unrestricted, perpetual, irrevocable, royalty-free license to use, reproduce, modify, and commercialize such submissions without compensation or attribution, and you waive any claim to ownership of such submissions.

ARTICLE 9 — MARKET DATA AND INFORMATIONAL CONTENT

The Site and Fox Hollow Consulting may display or reference real estate data, demographic information, financial projections, market forecasts, enrollment statistics, economic indicators, and other data (collectively, "Informational Content") sourced from third-party providers, public records, and Fox Hollow Co.'s proprietary analysis. All Informational Content is provided for general educational and informational purposes only, subject to the limitations in Article 3, and is further subject to the following:

- Fox Hollow Co. does not warrant the accuracy, completeness, timeliness, or fitness for any particular purpose of any Informational Content
- Informational Content may be based on automated models, statistical algorithms, or third-party data that may contain errors or may not reflect current conditions
- Forward-looking statements, projections, and forecasts are inherently uncertain and should not be relied upon as guarantees of future outcomes
- Third-party data sources referenced on the Site may contain inaccuracies and are subject to change without notice
- You are solely responsible for independently verifying all Informational Content before making any decision in reliance thereon

ARTICLE 10 — PROHIBITED CONDUCT

In connection with your use of the Site and Services, you agree that you will not:

- Use the Site or Services for any unlawful purpose or in violation of any applicable federal, state, local, or international law or regulation
- Impersonate Fox Hollow Co., any Fox Hollow Co. employee or representative, or any other person or entity
- Attempt to gain unauthorized access to any portion of the Site, any other user's account, or any Fox Hollow Co. system or network
- Introduce or transmit any virus, malware, spyware, or other harmful or disruptive code
- Use any automated tool, bot, scraper, or similar device to access or collect data from the Site without express written consent

- Circumvent, disable, or interfere with any security feature of the Site
- Post or transmit any content that is defamatory, obscene, harassing, hateful, discriminatory, or otherwise objectionable
- Use the Site or Services to solicit or transmit unsolicited commercial communications
- Reproduce, resell, or commercially exploit any portion of the Site or Services without express written authorization
- Interfere with or disrupt the integrity or performance of the Site or the experience of other users

ARTICLE 11 — THIRD-PARTY LINKS AND CONTENT

The Site may contain links to third-party websites, resources, and services. Such links are provided solely for convenience and do not constitute an endorsement, sponsorship, or recommendation by Fox Hollow Co. of any third-party content, product, or service. Fox Hollow Co. has no control over third-party websites and accepts no responsibility for their content, accuracy, availability, or practices. Your use of any third-party website is governed by that website's own terms and conditions, and any transaction or interaction with a third party is solely between you and that third party.

ARTICLE 12 — DISCLAIMER OF WARRANTIES

THE SITE AND ALL SERVICES — INCLUDING FOX HOLLOW CONSULTING DIGITAL PRODUCTS AND PRIVATE SERVICES, FOX HOLLOW REALTY GROUP SERVICES, AND FOX HOLLOW MEDIA SERVICES — ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL MATERIALS ARE PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOX HOLLOW CO. EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

FOX HOLLOW CO. DOES NOT WARRANT THAT: (A) THE SITE OR ANY SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY FINANCIAL MODEL, TOOL, OR ANALYTICAL OUTPUT IS FREE OF COMPUTATIONAL, FORMULA, OR METHODOLOGICAL ERRORS; (D) THE SITE OR ITS CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT, OUTCOME, RETURN, FINANCIAL PERFORMANCE, OR REAL ESTATE MARKETING RESULT WILL BE ACHIEVED THROUGH USE OF ANY PRODUCT OR SERVICE.

ARTICLE 13 — LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOX HOLLOW CO., ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS,

LICENSORS, SUCCESSORS, OR ASSIGNS — INCLUDING ANY FOX HOLLOW CO. DIVISION SUCH AS FOX HOLLOW CONSULTING, FOX HOLLOW REALTY GROUP, OR FOX HOLLOW MEDIA — BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, DIMINUTION IN VALUE OF REAL ESTATE ASSETS, FAILURE TO REALIZE EXPECTED INVESTMENT RETURNS, OR FAILURE TO ACHIEVE REAL ESTATE MARKETING OUTCOMES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE OF OR RELIANCE ON ANY MATERIAL, DIGITAL PRODUCT, OR SERVICE; (B) ANY ASSUMPTION, INPUT, CALCULATION, OR OUTPUT YOU RELIED UPON WITHOUT INDEPENDENT VERIFICATION; (C) YOUR FAILURE TO CONSULT QUALIFIED PROFESSIONAL ADVISORS; OR (D) ANY INACCURACY, ERROR, OR OMISSION IN ANY MATERIAL, REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT SHALL FOX HOLLOW CO.'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO FOX HOLLOW CO. IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. To the extent such limitations are prohibited by applicable law, such exclusions and limitations shall apply to the maximum extent permitted. Nothing in this Article limits any liability that cannot be excluded or waived under the Texas Real Estate License Act or applicable Texas Real Estate Commission rules.

ARTICLE 14 — INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Fox Hollow Co. and its members, managers, officers, employees, agents, licensors, successors, and assigns — including personnel of Fox Hollow Consulting, Fox Hollow Realty Group, and Fox Hollow Media — from and against any and all claims, liabilities, damages, losses, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site or any Service; (b) your violation of this Agreement; (c) your violation of any applicable law or regulation; (d) your reliance on any Material without independent verification or without consulting qualified professional advisors; (e) your violation of any third-party right, including intellectual property rights or privacy rights; or (f) any content or information you submit through the Site or provide in connection with any Service.

ARTICLE 15 — PRIVACY

Fox Hollow Co.'s collection, use, and protection of personal information is governed by our Privacy Policy, which is incorporated into this Agreement by reference and available at foxhollowco.com/privacy. By using the Site or any Service, you consent to the data practices described in the Privacy Policy.

ARTICLE 16 — MODIFICATIONS TO THIS AGREEMENT AND THE SITE

Fox Hollow Co. reserves the right to amend, modify, or replace this Agreement at any time and in its sole discretion. The "Last Revised" date at the top of this Agreement will be updated to reflect the date of any material revision. Your continued use of the Site or any Service following the posting of a revised Agreement constitutes your acceptance of the revised terms. Fox Hollow Co. further reserves the right to modify, suspend, or discontinue the Site or any Service, or any feature thereof, at any time and without notice or liability.

ARTICLE 17 — GOVERNING LAW, DISPUTE RESOLUTION, AND ARBITRATION

17.1 Governing Law

This Agreement and any dispute or claim arising from or relating to it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-law provisions.

17.2 Mandatory Arbitration

Any dispute, controversy, or claim arising out of or relating to this Agreement, the Site, or any Service — including disputes involving Fox Hollow Consulting, Fox Hollow Realty Group, or Fox Hollow Media — shall be submitted to final and binding arbitration administered by the American Arbitration Association ("AAA") under its then-current Commercial Arbitration Rules, applying Texas law. The arbitration shall be conducted on an individual basis only. You and Fox Hollow Co. each expressly waive the right to participate in any class action, collective action, or representative proceeding.

17.3 Class Action Waiver

YOU AND FOX HOLLOW CO. EACH AGREE THAT ANY ARBITRATION OR LEGAL PROCEEDING SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR FOX HOLLOW CO. MAY BRING ANY CLAIM AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION PROCEEDING.

17.4 Exception for Injunctive Relief

Notwithstanding the foregoing, either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.

17.5 Statute of Limitations

Any claim arising under this Agreement must be brought within one (1) year of the date the cause of action accrues. Claims not brought within this period are permanently waived and barred.

ARTICLE 18 — GENERAL PROVISIONS

18.1 Entire Agreement

This Agreement, together with the Privacy Policy and any applicable engagement agreement or subscription terms, constitutes the entire agreement between you and Fox Hollow Co. with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings.

18.2 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

18.3 No Waiver

Fox Hollow Co.'s failure to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision.

18.4 Assignment

You may not assign, transfer, or delegate any of your rights or obligations under this Agreement without Fox Hollow Co.'s prior written consent. Fox Hollow Co. may freely assign this Agreement in connection with a merger, acquisition, or sale of assets, or by operation of law, without notice.

18.5 Notices

Any notice required under this Agreement shall be delivered to Fox Hollow Co. by email to help@foxhollowco.com.

18.6 Force Majeure

Fox Hollow Co. shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, governmental action, power outages, or internet failures.

ARTICLE 19 — CONTACT INFORMATION

Fox Hollow Co. LLC

foxhollowco.com

General Inquiries & Support: help@foxhollowco.com

For questions regarding this Agreement, any product or service offered by Fox Hollow Consulting, Fox Hollow Realty Group, Fox Hollow Media, or any other Fox Hollow Co. division, billing concerns, or any other matter, please contact us at help@foxhollowco.com.

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