END USER LICENSE AGREEMENT

Effective: January 1, 2022

INTRODUCTION

This End User License Agreement ("**EULA**") is made between MLS Aligned, LLC ("**MLSA**" or "we" or "us") and you ("**you**") and provides the terms and conditions under which you may access and download the Aligned Showings mobile application (the "**App**"). Please read this EULA carefully before using this app. All access to and use of the App is subject to the terms of this EULA.

By using, downloading, or accessing the App, you acknowledge that you have read, understand, and agree to be bound by this EULA as of the date on which you download, access or use the App and that you meet the qualifications included in this EULA. We recommend that you keep a copy of this EULA for future reference.

If you do not agree to this EULA, you may NOT use, download, or access the App.

NOTICE REGARDING DISPUTE RESOLUTION

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS AND DISPUTES BETWEEN YOU AND MLSA WILL BE RESOLVED. THE "ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW STATES THAT ALL DISPUTES BETWEEN YOU AND MLSA WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, EXCEPT FOR CERTAIN TYPES OF DISPUTES AS IDENTIFIED OR UNLESS YOU EXPRESSLY REJECT ARBITRATION. IN ANY EVENT, YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION SUCH THAT YOU WILL ONLY BE PERMITTED TO PURSUE ANY CLAIM ON AN INDIVIDUAL BASIS.

SCOPE OF LICENSE

We have developed the App for your internal use. Subject to your compliance with this EULA, we grant you a non-exclusive, nontransferable, nonsublicensable, revocable, limited license to download, access, and use the App on any device(s) that you own or control for your own personal purposes in accordance with this EULA.

MODIFICATIONS

MLSA reserves the right, at any time, to modify the terms of this EULA by making such modification available on the App or by providing other notice to you. Any modification will be effective immediately upon posting on the App or such other notice. We will post material modifications or otherwise provide you notice of the same. If you do not approve of any such modification, you may terminate this EULA at any time as set forth below. If you do not terminate this EULA, you will be deemed to have agreed to such modifications through your continued use of the App.

APP FEATURES AND FUNCTIONS

All text, files, images, graphics, illustrations, information, data, audio, video, photographs or other content included directly or by link or other reference or otherwise published or displayed through the App, including the MLSA name, logo and the product and service names associated with the App (collectively, "**App Content**") are owned either by MLSA or by one or more third party content provider(s), as applicable. Furthermore, you agree the App, and the databases, software, hardware and other

technology used by or on behalf of MLSA to operate the App and their structure, organization, and underlying databases, information and source code constitute valuable trade secrets and intellectual property of MLSA.

Your use of the App or App Content grants you no rights in relation to our, or our licensors', intellectual property rights. MLSA and its licensors own all right, title and interest in and to the App and the App Content, including all trademark and copyrights, recognized in any jurisdiction.

We may change features and functions on the App or any other App Content at any time without notice to you.

THIRD-PARTY INTEGRATIONS

You acknowledge that the App may enable you to access certain integrations or functionality provided by our third-party partners. If you elect to access or use any third-party integrations or functionality, such use is governed solely by the applicable third party's terms of service and privacy policy and not this EULA. MLSA does not assume any responsibility for such third party-integrations or functionality.

FEEDBACK

If you make any suggestions, comments, usability reports, bug reports, or other feedback ("**Feedback**"), you agree that the submission of any Feedback constitutes an assignment to MLSA of all right, title and interest to any such Feedback without charge. MLSA has no obligation to use or implement such Feedback but may do so in its discretion without attribution or compensation to you.

In the event you elect to provide any Feedback via any third party platform, you must comply with the policies and terms of such third party platform in providing Feedback. However, submission of such Feedback through a third party platform regardless results in the ownership of such Feedback by MLSA unless prohibited by the policies and terms of such third party platform, in which case your submission of Feedback through such third party platform results in an irrevocable, perpetual, royalty-free, fully-paid up, right and license to use such Feedback without attribution or compensation to you.

BETA VERSIONS

Certain versions of the App may be released in a "beta" or test version. If you download a beta or test version of the App, and already have a full release version of the App installed, you may lose data and functionality. Any beta or test version may be released through third party beta platforms (i.e. TestFlight). Your download and use of any beta or test version of the App from such third party beta platforms is subject to the terms of such platform in addition to this EULA. Notwithstanding anything in this EULA to the contrary, all beta and test versions of the App are provided totally "AS IS", "WHERE IS", and "WITH ALL FAULTS" without liability of any kind.

DATA PRIVACY

Our Privacy Policy explains what personal information we collect thought the App, why we collect it, how we use it, how we share it, and the controls you have over your personal information (if applicable). Please make sure that you read our Privacy Policy carefully before using the App.

ACCOUNTS

The App may require you to register for a Aligned Showings account in order to access all features and functions of the App. You are not permitted to register on behalf of someone else. You confirm that all information and details you provide to us are true, accurate, and up to date. You are responsible for keeping all your account, password, and details to yourself and confidential. We are not responsible for any unauthorized use of your accounts. If you know or suspect that anyone other than you knows your details

or password, you must promptly notify us at ContactUs@MLSA.com.

YOUR USE OF THE APP AND RESTRICTIONS

The App is made available to download free of charge. You may discontinue using the App at any time. You are responsible for making all arrangements necessary for you to have access to the App. For the App to work properly, your device(s) needs to meet the technical requirements specified in the relevant app store. You accept responsibility for all activities that occur from your computer or device or in connection with any of your accounts. Your use or download of the App may result in data or other charges from your wireless service provider. You are responsible for complying with all terms from your wireless service provider.

You may only use the App for lawful purposes. In addition, you may not:

- use the App in any way except as expressly permitted by this EULA;
- use the App in any unlawful manner or in any other manner that could damage, interrupt, disable, overburden or impair the App;
- use the App in a way which infringes or violates the intellectual property rights of any third party or restricts or inhibits anyone else's use or enjoyment of the App;
- copy, reproduce, modify, reverse-engineer, decompile, disassemble, alter or otherwise tamper with any software (including source code), databases and other technology of the App or any portion of the App (or authorize, encourage or assist any other person to do so);
- sell, assign, sublicense, rent, lease, loan, provide, distribute, transmit, display, perform, publish, or otherwise transfer all or any portion of the App or otherwise provide access to the App, or any portion of the App, to any third party (or authorize, encourage or assist any other person to do so);
- use automated scripts or bots to use or access the App;
- knowingly transmit any data that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- attempt to penetrate, circumvent or overcome any security measures or technological protection measures intended to restrict access to any portion of the App or the App Content; and/or
- introduce anything which alter the performance of the App or any of our products.

YOUR ACCESS TO THE APP

We do not guarantee that the App, or any App Content on it, will always be available or uninterrupted. We may suspend, withdraw or discontinue your access to the App (including disabling any account details or password as part of our security procedures), or any part of it. Where possible, we will give you notice of our intention to do this and give you an opportunity to appeal.

The App is controlled by MLSA from its offices within the United States of America. MLSA makes no representation that the App is appropriate or available for use in other countries, or whether access is illegal or prohibited. Those who choose to access the App from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the content in violation of U.S. export laws and regulations.

UPDATES AND UPGRADES

From time to time, we may need to deploy or provide patches, updates, upgrades, additional content or other modifications to the App (for example for maintenance, enhancements, to add or remove features, resolve software bugs or address security concerns). All such releases are in our discretion. If you find any error, issue or bug in the App you may submit Feedback. Otherwise, we do not provide any other

support for the App.

These updates and upgrades may result in the App being temporarily unavailable. In certain circumstances, we may need to suspend, withdraw or disable the App for longer periods while we deploy these updates and upgrades. We will always try and give you notice of this, but it may not be possible in all cases (for example for reasons beyond our control, or if there is an emergency security issue). The device on which the App is installed must be connected to the internet in order to receive updates.

The default setting in the App is that these updates and upgrades will automatically be deployed. You may turn this setting off via the App 'settings', although we would always recommend that you have the latest version of the App installed. If you do not install any update or upgrade, then all the functionality and features of the App may not be available to you.

TERMINATION

You may terminate this EULA at any time by uninstalling the App from your device. We may terminate this EULA at any time in the event we elect to cease providing access to the App or otherwise become aware that you have violated this EULA in any manner. Without limiting our right to terminate this EULA, we may also suspend your access to the App, with or without notice to you, upon any actual, threatened, or suspected breach of this EULA or of applicable law or upon any other conduct inappropriate or detrimental to the App or to us or any of our other users. Upon termination of this EULA for any reason all licenses granted to you under this Agreement will terminate and we may immediately terminate your access to the App and you will immediately cease all use of and access to the App.

WARRANTY DISCLAIMER

THE APP AND THE CONTENT AVAILABLE ON THE APP IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY. MLSA, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUBSIDIARIES AND EACH OF THEIR OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, REPRESENTATIVES, AND PARTNERS, DISCLAIMS ALL WARRANTIES WITH REGARD TO THE APP AND APP CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE.

MLSA, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUBSIDIARIES AND EACH OF THEIR OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, REPRESENTATIVES, AND PARTNERS MAKE NO WARRANTY THAT (A) THE APP WILL MEET YOUR REQUIREMENTS; (B) THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS FROM THE APP WILL BE ACCURATE OR RELIABLE; (D) THE APP WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE APP WILL BE CORRECTED OR CORRECTABLE.

LIMITATION OF LIABILITY

TO THE GREATEST EXTENT ALLOWED BY LAW, YOU EXPRESSLY AGREE AND HEREBY RELEASE MLSA, ITS SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, THIRD PARTY SERVICE PROVIDERS, REPRESENTATIVES, AND PARTNERS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY CONNECTED WITH YOUR USE OF THE APP, AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED THEREWITH.

YOU ALSO AGREE THAT IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, INFORMATION, PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR USE OR MISUSE OF THE APP, (B) YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR AVAILABLE ADVERTISERS, (C) ANY DELAY OR INABILITY TO USE THE APP, OR (D) ANY APP CONTENT OR OTHER CONTENT OBTAINED THROUGH THE APP, WHETHER

BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MLSA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE APP. YOUR ONLY REMEDY AGAINST MLSA FOR USE OF THE APP OR ANY CONTENT IS TO STOP USING THE APP. THAT SAID, IF MLSA IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THIS APP OR ANY CONTENT, MLSA'S LIABILITY SHALL NOT EXCEED $100.00 UNITED STATES DOLLARS (USD). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY AVAILABLE REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. WHERE THESE THINGS CANNOT BE DISCLAIMED OR WAIVED, THIS EULA DOES NOT EXCLUDE OR LIMIT OUR LIABILITY FOR: (I) DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR FRAUD OR FRAUDULENT MISREPRESENTATION; (II) OUR GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, OR INTENT (WHERE THESE TERMS HAVE A RECOGNIZED LEGAL MEANING IN YOUR COUNTRY); OR (III) ANY OTHER LIABILITY THAT WE CANNOT EXCLUDE OR LIMIT BY LAW. THIS PROVISION MAY NOT APPLY WHERE LAWS, REGULATIONS OR OTHER LEGAL AUTHORITIES PROVIDE DIFFERENT OR ADDITIONAL RIGHTS THAN THOSE ESTABLISHED HEREIN.

ALTHOUGH WE TAKE REASONABLE PRECAUTIONS TO PREVENT THE EXISTENCE OF COMPUTER VIRUSES AND/OR OTHER MALICIOUS PROGRAMS IN THE APP, WE CANNOT GUARANTEE THAT THERE WILL NOT BE ANY AND WE WILL NOT BE RESPONSIBLE IF WE ARE CLAIMED TO BE THE SOURCE.

WE WILL ALSO NOT BE LIABLE TO YOU FOR ANY PERIOD(S) WHEN THE APP OR ANY FEATURE OF THE APP IS UNAVAILABLE TO YOU FOR ANY REASON.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND ANY SIMILAR LAW OF ANY STATE OR OTHER JURISDICTION), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CHILDREN

You must be 18 years of age or older to download the App. If are over 16 (or the equivalent minimum age in the relevant jurisdiction) but under 18, you must review this EULA with your parent or guardian to make sure that you and your parent or guardian agree to the terms of this EULA.

DISPUTES

Governing Law

This EULA is governed by and construed in accordance with laws of the State of Arizona, United States of America, without regard to its conflict of laws principles, provided that any controversy or claim between you and MLSA relating to the scope, validity, infringement, or enforceability of intellectual property rights (or any defenses or counterclaims relating to any of the foregoing) (collectively, "IP Claims"), is governed and construed in accordance with the laws of the country or countries issuing such intellectual property rights. In addition, the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* governs the interpretation, enforcement, and proceedings of the below Arbitration Agreement. This EULA is specifically not governed by the United Nations Convention for the International Sale of Goods.

Jurisdiction

In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, you agree that such action must be brought exclusively in either the state courts of Maricopa County, Arizona or the federal courts of the U.S. District Court for the District of Arizona, and you hereby submit to the exclusive jurisdiction of said courts.

ARBITRATION AGREEMENT

Binding Arbitration

Any controversy or claim arising out of or in connection with this Agreement will be finally settled by arbitration under the JAMS Comprehensive Arbitration Rules and Procedures, unless otherwise permitted as an "excepted claim" below ("Arbitration Agreement"). THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY INSTEAD CHOOSE AND AGREE TO HAVE ALL DISPUTES AS SET FORTH HEREIN DECIDED THROUGH INDIVIDUAL ARBITRATION.

The place of the arbitration will be Maricopa County, Arizona and the arbitration will be conducted in English. The arbitrator must be an attorney or retired judge having no less than 15 years of experience with commercial disputes involving intellectual property and software. It is agreed the each of you and MLSA will share equally in the arbitrator's fees and the cost of arbitration unless the law requires otherwise, in which case the parties will follow the applicable law regarding such matters. To the extent any controversy or claim being arbitrated involves a legal or technical subject matter with which the arbitrator is not familiar, the arbitrator will appoint one or more experts in such subject matter, as reasonable, to assist the arbitrator.

Any decision of the arbitrator must be in writing and may be used for the entry of a judgment in any court with jurisdiction. Notice of any judgment may be provided to any administrative body administering intellectual property rights as required by law.

Except as set forth below with respect to the Class Action Wavier, if any specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

Excepted Claims

Notwithstanding the parties decision to resolve all disputes through arbitration, (1) either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction (so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief) and (2) all IP Claims are excluded from the above arbitration process. Furthermore, for any claim, we may seek interim or injunctive relief from a court of competent jurisdiction without waiving the right to arbitrate under this provision.

Class Action Waiver

YOU AND MLSA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and MLSA agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If there is a final judicial determination that applicable law precludes enforcement of this section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Confidential Proceedings

The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party, except as otherwise may be required by law.

Notices

Any notice of intent to arbitrate, petition to compel arbitration, or anything to be served in connection with a dispute or an arbitration must be in writing and will be sufficient and proper if delivered to an international overnight courier service such as FedEx or UPS calling for delivery within four (4) business days, or if personally delivered, using the address for MLSA as set forth below or such other address of which the parties receive written notice.

Time Limitations

You and MLSA each agree that it must initiate any arbitration (or dispute proceeding for an excepted claim) within one (1) year after any dispute arose, otherwise, the dispute is permanently barred.

Opt-Out

You have the right to opt out of the above arbitration process by sending written notice of your decision to opt out to MLSA at the address set forth below. The notice must be sent within 30 days of downloading the App, otherwise you are bound to arbitration disputes in accordance with this EULA. If you opt out of the arbitration provision, we also will not be bound by this provision.

MLS Aligned, LLC

ATTN: Risk Management

130 South Priest Drive, Suite 101

Tempe, AZ 825281-2593

CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the App receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N Street, #501, Sacramento, California 95814, or by telephone at 1-916-445-1254.

SEVERABILITY

If any provision of this EULA is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator will modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable then the provision will be severed, and the remaining terms of this EULA will be interpreted and read to give them maximum enforceability. If either of you or MLSA do not enforce a term of this EULA, such failure does not constitute a waiver to enforce a future violation of such term or any other term of this EULA.

ENGLISH LANGUAGE

This EULA was drafted in the English language. Any translations of this EULA are solely for your convenience and the English version of this EULA will be controlling.

CONTACT US

If you have any questions, comments, concerns, complaints or claims about this EULA or the App, you can contact us at any time at the contact information below. We will get back to you as soon as possible.

ContactUs@MLSAligned.com

APPLE-SPECIFIC TERMS

The following Apple-specific terms will only apply if you have downloaded the App from the Apple App Store. This EULA is agreed between you and us only, not with Apple. We are solely responsible for the App and its contents. If there is any conflict or inconsistency between the other terms of this EULA and these Apple-specific terms, these Apple-specific terms will apply.

The license we grant you in the "Scope of License" section above is limited to Apple-branded products only that you own or control as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, and remains non-transferable (except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing).

In the event the App fails to conform to any applicable warranty provided in this EULA, you may notify Apple and Apple will refund any purchase price, if applicable, for the App. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App, and Apple has no responsibility for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. We, and not Apple, are responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection privacy, or similar legislation.

In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, we, and not Apple will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You must comply with any applicable third-party terms of agreement for any third party service necessary when using the App (such as that of your wireless data provider).

APPLE, AND APPLE'S SUBSIDIARIES, ARE THIRD PARTY BENEFICIARIES OF THIS EULA (WHICH MEANS THAT THEY CAN RELY ON THE TERMS OF THE EULA THAT BENEFIT THEM, EVEN THOUGH THEY HAVE NOT ENTERED INTO THEM). UPON YOUR ACCEPTANCE OF THIS EULA, APPLE WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THIS EULA AGAINST YOU AS A THIRD-PARTY BENEFICIARY.