

INHABIT TERMS AND CONDITIONS

These INHABIT TERMS AND CONDITIONS (“**Terms and Conditions**”) govern the access and use of the services specified on any Order Form (as defined below) that incorporates these Terms and Conditions. These Terms and Conditions are by and between the service provider (“**Service Provider**”) and customer entity (“**Customer**”) that are indicated on an Order Form and are effective as of the date of the Customer’s signature on such Order Form (the “**Effective Date**”). Service Provider and Customer may be referred to individually herein as a “Party,” and collectively as the “**Parties**.” The “**Agreement**”, as such term is used herein, refers to these Terms and Conditions and the applicable Order Form.

Customer, or any entity on whose behalf Customer is acting, shall not access or use the Services in any manner if Customer is, or becomes, a competitor of Service Provider or its Affiliates, or intends to offer products or services that are competitive with those offered by Service Provider or its Affiliates, except with the prior written consent of Service Provider, which may be granted or withheld in Service Provider’s sole discretion.

- 1) **DEFINITIONS.** Capitalized terms used but not otherwise defined herein have the following meanings:
 - a) “**Affiliate**” means any corporation or other entity that directly or indirectly controls, is controlled by, or is under the common control with a Party, where “control” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise.
 - b) “**Agreement**” means the Order Form, these Terms and Conditions and any other addendum attached thereto now or in the future.
 - c) “**AI**” and “**AI Services**” have the meanings specified in Section 10(o).
 - d) “**Beta Test Services**” refers to any Service that is designated as a “beta,” “early access,” or any similar non-production or evaluation designation on the applicable Order Form.
 - e) “**Consumer Laws**” has the meaning specified in Section 3(k).
 - f) “**Customer**” means the Service-receiving party signing the Order Form provided by Service Provider.
 - g) “**Customer Data**” means all data, forms, documents or information submitted, uploaded, imported, processed through, collected from, made available by, produced by or resulting from Customer’s and its Users’ use of the Services.
 - h) “**Deliverables**” means any copyrightable works, products, discoveries, developments, designs, work-product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by Service Provider that result from Professional Services and are provided to Customer hereunder pursuant to the applicable Order Form.
 - i) “**Go Live Date**” means the date on which the Services under an Order Form per Property are made available by Service Provider for use as its system-of-record by Customer and its Users in accordance with the Agreement.
 - j) “**Initial Term**” has the meaning specified in Section 4(a).
 - k) “**Input**” has the meaning specified in Section 10(o).
 - l) “**Intellectual Property Rights**” means any and all intellectual property rights throughout the world, including, without limitation, any and all patents, copyrights, trademarks, applications for any of the foregoing, trade secret rights, moral rights, unregistered design rights, rights to know-how, inventions, and algorithms, and any and all similar or equivalent rights throughout the world.
 - m) “**Malicious Code**” means any undocumented malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware, or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by a Service or Service Provider’s computer systems in any manner.
 - n) “**Order Form**” means any order form that may be entered into from time to time between Customer and Service Provider, and all accompanying statements of work, amendments, modifications and supplements thereto, all of which are incorporated herein by this reference.
 - o) “**Output**” has the meaning specified in Section 10(o).
 - p) “**Payment Services**” means the payment processing services as set forth on Exhibit A, if applicable and ordered by Customer pursuant to an Order Form.
 - q) “**Pilot Programs**” refers to any Service that is designated as a “trial,” “pilot,” or any similar temporary designation on the applicable Order Form.

- r) **"Professional Services"** has the meaning specified in Section 2(d).
- s) **"Properties"** (or **"Property,"** as applicable) means the real property or properties on which Units are located.
- t) **"Property Owner"** means the owner of a Property subject to the Agreement.
- u) **"Renewal Term"** has the meaning specified in Section 4(a).
- v) **"Service Provider"** for the purposes of these Terms and Conditions, means the applicable entity company described in Section 10(r).
- w) **"Service Provider Indemnified Parties"** shall have the meaning specified in Section 9(b).
- x) **"Service Provider Technology"** means: (i) technology, methodologies and intellectual property (including, without limitation, products, software tools, hardware designs, algorithms, software (in source and object code forms), architecture, objects and documentation (both printed and electronic)) existing as of the Effective Date or otherwise arising outside of the Agreement that is owned or controlled by Service Provider; (ii) all derivatives, improvements, enhancements or extensions of any of the foregoing, whether or not conceived, reduced to practice or developed during the Term; and (iii) all Intellectual Property Rights relating to any of the foregoing.
- y) **"Screening Services"** means the screening services as set forth on Exhibit B, if applicable and ordered by Customer pursuant to an Order Form
- z) **"Services"** means the Service Provider subscription-based products and services provided by Service Provider to Customer as applicable under an Order Form.
- aa) **"Term"** has the meaning specified in Section 4(a).
- bb) **"Third Party Content and Services"** means any service not provided by Service Provider that Customer uses to manage any of the Properties and which service integrates with the Services provided by Service Provider.
- cc) **"Trial"** refers to any Service that is designated as a "trial," "pilot," or any similar temporary designation on the applicable Order Form.
- dd) **"Units"** (or **"Unit,"** as applicable) means the individual multi-family rental dwellings located on a Property owned by Customer or managed by Customer on behalf of the Property Owner thereof.
- ee) **"Users"** means individuals who are authorized by Customer to use the Services, and who have been supplied with user identifications and passwords by Customer (or by Service Provider at Customer's request). "Users" may include Customer's employees and any on-site contract employees who perform services solely under the direction of Customer and solely for or on behalf of Customer from its offices or facilities. Under no circumstances does "Users" include any consultants, off-site contractors or other personnel of Customer or any third parties.

2) **SERVICES.**

- a) **Provision of Services.** Subject to the terms and conditions of this Agreement and the applicable Order Form, Service Provider will use commercially reasonable efforts to make the Services described in the relevant Order Form available to Customer during the applicable Term. If Customer selects the Service Provider services or any other services that requires Customer to utilize DocuSign services, Customer agrees to be bound by the DocuSign Terms and Conditions for Reseller Customers, available at <http://www.docusign.com/company/terms-and-conditions/reseller>, or as otherwise provided by DocuSign to Service Provider.
- b) **Order Forms.** From time to time during the Term, Customer and Service Provider may enter into one or more Order Forms setting forth the applicable Services to be provided by Service Provider to Customer. No Order Form will amend, supersede, or negate any provision of the Agreement unless such Order Form expressly states that it is amending such provision of the Agreement and is mutually executed by authorized representatives of the Parties.
- c) **Additional Properties and Units.** Unless otherwise specified in the applicable Order Form: (i) Services may be accessed by Users to manage no more than the number of Units for each Property specified in the Order Form and (ii) additional subscription renewals will occur in alignment with the end of the Initial Term or then-current Renewal Term.
- d) **Professional Services.** If the provision of professional services (such as implementation, training, support, and consulting services and customized reports, etc.) by or on behalf of Service Provider for Customer (**"Professional Services"**) are included in any Order Form, in addition to the provisions of any mutually agreed upon statement of work governing the applicable Professional Services, the following provisions apply. As between the Parties, Service Provider retains all ownership rights to any and all Deliverables, excluding any pre-existing materials and Confidential Information supplied

by Customer for incorporation into any Deliverable. Service Provider hereby grants to Customer a royalty-free, non-exclusive, non-transferable, non-assignable license to use any Deliverable solely to the extent necessary to permit Customer to use the Deliverable in connection with the Services during the Term. Customer acknowledges that nothing in the Agreement will restrict or limit Service Provider from performing similar services for any third party.

- e) **Payment Services, Screening Services and Product Specific Terms.** In the event Customer has selected and been approved by Service Provider for Payment Services and/or Screening Services on the applicable Order Form, Customer agrees to the additional terms and conditions for Payment Services and Screening Services on Exhibit A and Exhibit B, respectively, attached hereto and incorporated herein. In the event the Customer receives any of the Services identified in Exhibit C (the “**Product Specific Terms**”), which is attached hereto and incorporated herein by reference, the Customer hereby agrees to be bound by the Product Specific Terms to the extent such terms are applicable. In the event of any conflict or inconsistency between the Product Specific Terms and these Terms and Conditions, the Product Specific Terms shall govern and control solely with respect to the corresponding Services set forth therein.
- f) **Performance of Professional Services; Subcontractors.** Service Provider shall perform the Professional Services under the general direction of Customer, but Service Provider will determine, in consultation with Customer, the manner and means by which the Professional Services are accomplished. Service Provider may engage the services of subcontractors (including, but not limited to, other Service Providers (as set forth in Section 10(r)) to perform any of the Professional Services. In each such instance, Service Provider will ensure that its subcontractors are bound to confidentiality obligations at least as restrictive as Service Provider’s confidentiality obligations under the Agreement.

3) **USE OF THE SERVICES.**

- a) **Grant of Use Rights.** Subject to the terms and conditions of the Agreement and the applicable Order Form(s), Service Provider hereby grants to Customer (and only for the specific Units located at the physical Property address or addresses specified in the Order Form(s), if applicable), for its internal business purposes (including property management services) and for no other purpose, a non-exclusive, non-transferable right during the Term to access and use the Service specified in the Order Form(s).
- b) **Customer Data and Third Party Materials.** Customer hereby grants to Service Provider, its affiliates and applicable contractors, a non-exclusive, non-transferable, worldwide right to use Customer Data for the purpose of providing the Services to Customer. Service Provider shall not (i) disclose Customer Data except as compelled by applicable law in accordance with Section 8(c) (Disclosure) or as expressly permitted in writing by Customer or (ii) access Customer Data except to provide the Services to Customer and to prevent or address service or technical problems, or if requested by Customer in connection with customer support matters. Service Provider shall have no liability for the loss, destruction or corruption of any Customer Data provided to Service Provider. If Customer uses a Third Party Content and Services provider with any Services, Customer hereby grants Service Provider permission to access the Third Party Materials (as defined in Section 3(e) below).
- c) **Data Security.** Service Provider shall maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data. To the extent permitted by applicable law, Service Provider shall promptly notify Customer of any actual material unauthorized acquisition of Customer Data in Service Provider’s control (a “**Security Incident**”). In the event the Security Incident was directly caused by Service Provider’s failure to meet or exceed industry standard technical safeguards, Service Provider shall use commercially reasonable efforts to identify and remediate the cause of such Security Incident. Notwithstanding anything to the contrary in the Agreement, the provisions of this Section 3(c) shall be subject to Section 10(q) with respect to any Beta Test Services or Trial or Pilot Programs, and Customer acknowledges that such Beta Test Services or Trial or Pilot Programs may not include the same security features, safeguards, or data retention practices as generally available Services. Customer further acknowledges that Customer Data used in connection with Beta Test Services or Trial or Pilot Programs may be deleted, lost, or unavailable at any time without notice.
- d) **Use of De-Identified Data.** Notwithstanding anything to the contrary contained in the Agreement, Service Provider has the right, during and after a Term, to use, reproduce and distribute aggregate and de-identified data derived from use of the Services, for any lawful purpose, including, but not

limited to, publication of white papers, industry comparisons, product development and improvement, and benchmarking, provided that Service Provider complies with all applicable laws in using such data. Such de-identified data is the sole and exclusive property of Service Provider.

- e) **Customer Responsibilities.** Customer is responsible for the following: (i) Customer's required participation in the implementation of the Service; (ii) using the most current licensed versions of an Internet browser in connection with accessing and using the Service; (iii) protecting the names and passwords of the Users of the Service; (iv) preventing, and promptly notifying Service Provider of, any unauthorized access to or use of the Service; (v) the reliability, integrity, accuracy, quality and lawfulness of, and the results obtained from, all Customer Data submitted by Users; (vi) each User's compliance with the terms and conditions of the Agreement and each User's acts and omissions; (vii) using the Service within the permitted scope and limitations and only in accordance with the Agreement and the Order Form(s), and any guidelines communicated by Service Provider to Customer; (viii) maintaining archival and backup copies of all Customer Data (and any prior versions thereof) outside of the instance being used by Service Provider to provide the Service; (ix) obtaining, at Customer's sole expense, valid licenses to any and all third party information, data and/or materials (collectively, "**Third Party Materials**") that Customer, directly or indirectly, provides or makes available to Service Provider or otherwise utilizes within the Service; and (x) using the Service in accordance with applicable laws.
- f) **Additional Customer Content Obligations and Required Consent.** Without limitation of any other obligation of Customer, Customer shall be solely responsible for obtaining all notices, consents, authorizations, and other permissions required under applicable law or contract prior to submitting any Customer Data, including sensitive or regulated data, into any Services. Customer represents and warrants that it has provided all legally required disclosures and obtained all necessary rights to submit or upload such Customer Data and to permit Service Provider to process such Customer Data in connection with the Services. Customer shall maintain records of all required notices and consents and shall fully cooperate with reasonable compliance inquiries related to its use of the Service
- g) **Use Restrictions.** Customer shall not release to any third party the results of any evaluation of the Services performed by or on behalf of Customer for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without the prior written approval of Service Provider. Customer shall not (and shall not permit any third-party under its control to) use the Services for an Unauthorized Purpose. If Customer uses the Services for an Unauthorized Purpose, Service Provider may take any and all actions as it reasonably deems appropriate from the issuance of a warning to terminating Customer's right to use the Services (including cancellation of any applicable statement of work, Order Form, etc.). "Unauthorized Purpose" means to: (i) modify, copy, duplicate, reproduce, decompile, reverse-engineer, or sublicense the Services, (ii) use any portion of the Services to create, directly or indirectly, any software or service without the express written permission from Service Provider; (iii) use the Services to provide information to any third-party, unless expressly permitted in writing; (iv) to re-license or sell rights to access and/or use the Services or to transfer or assign rights to access and/or use the Services, except as expressly permitted in writing, (v) transmit or share identification or password codes to persons other than authorized users; (vi) use any portion of the Services in a manner that would violate any U.S., United Kingdom, Canadian, European Union or other applicable international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including competition, marketing, advertising, defamation, securities, spam and privacy laws; (vii) use the Services in a manner that is intended to avoid payment of charges due under these Terms and Conditions; (viii) upload or transmit Content through the Services that is disruptive or harmful to the Services, or that may be considered defamatory, offensive, abusive, obscene, menacing, or that infringes on any intellectual property rights (ix) transfer or facilitate the transfer of any Content or other data to any third-party platform, including those offered by competitors of the Service Provider, without prior written consent from the Service Provider; (x) make excessive or abusive use of the Service Provider's APIs, including but not limited to initiating a volume of API calls that materially degrades or disrupts the performance of the Services or infrastructure, as determined by the Service Provider in its sole discretion; and, (xi) use any data migration, extraction, integration, or synchronization tools, including those that push or pull data to or from the Services, facilitate bulk updates, automate data imports or exports, or create aggregated data pools, without the prior written approval of Service Provider.
- h) **Third Party Vendors.** To the extent that Customer elects to utilize the services of third-party vendors to provide additional service functionality that may integrate with the Services, Customer

acknowledges that it does so at its own risk and that Service Provider has no liability therefor. Customer further acknowledges that Service Provider makes no, and specifically disclaims any and all, representations, warranties and agreements with respect to such third-party vendor services.

- i) **Data Backup.** Service Provider has no obligation to backup or archive any Customer Data. Customer shall at all times, be solely responsible for ensuring that it has a copy of any Customer Data (or portions thereof) that it may need for its ongoing operations outside of the Services.
- j) **Additional Compliance with Laws and Compliance Matters.** Customer agrees it will not use Services in any way to (i) agree with any competitor on prices, pricing formulas, discounts, surcharges, inventory, occupancy, or output; (ii) exchange, use, commingle or otherwise receive any Customer Data in any manner prohibited by applicable law or other than as specified in applicable documentation provided by Customer regarding the functionality of Services; or (iii) otherwise facilitate, encourage, invite, induce, or monitor any concerted action in violation of applicable antitrust laws. For the avoidance of doubt, any Customer use of the Services that in any way violates applicable antitrust laws or results in any litigation, dispute, investigation, subpoena, or inquiry that implicates the antitrust laws and that any Claim against Service Provider or its Affiliates related to any of the foregoing will trigger the Customer's Indemnification obligations under these Terms and Conditions and shall result in Customer indemnifying Service Provider under Section 9(b) below, regardless of the result or final determination of any such litigation, dispute, investigation, subpoena, or inquiry.
- k) **Fees and Consumer Laws.** Applicable federal, state local and other laws and regulations, industry standards, card-network requirements, consumer protection requirements, advertising requirements, price transparency requirements, fee disclosure requirements, privacy requirements, accessibility requirements, and other legal obligations may govern or apply to Customer's use of the Services and/or the fees and other charges Customer imposes and/or presents or displays using, through or in connection with our Services or otherwise, including without limitation, prohibiting certain fees or charges, prohibiting unfair or deceptive acts or practices, regulating the manner in which fees or charges are presented to consumers, tenants, guests or applicants, or mandating certain disclosures or transparency measures (collectively, "**Consumer Laws**"). Customer is solely responsible for compliance with, and agrees that it will comply with, all Consumer Laws, and Service Provider disclaims any express or implied representation, warranty, covenant or obligation in any way related to Customer's compliance with Consumer Laws, including, without limitation, through its use of the Services. Customer represents and warrants that (i) its use of the Services complies with all applicable laws, including Consumer Laws and (ii) that it will use best efforts, including, if needed, consulting qualified legal counsel, to ensure all information communicated to consumers, tenants, guest or applicants through or using the Services is truthful, accurate, and not misleading and is in compliance with Consumer Laws. For the avoidance of doubt, Customer agrees that any Claim against Service Provider or its Affiliates related to Customer's alleged or actual non-compliance with Consumer Laws will trigger the Customer's Indemnification obligations under these Terms and Conditions and shall result in Customer indemnifying Service Provider under Section 9(b) below, regardless of the result or final determination of any such litigation, dispute, investigation, subpoena, or inquiry. For the avoidance of doubt, although Service Provider or its Affiliates may from time to time communicate instructions or make requests related to Consumer Laws, Service Provider does not provide legal advice regarding Customer's compliance with Consumer Laws and any such communications, instructions or requests do not in any law limit any other provisions of this paragraph or this Agreement or otherwise limit or negate Customer's responsibility for complying with all Consumer Laws.

4) **TERM AND TERMINATION.**

- a) **Term; Order Form Renewals.** The initial term of the Agreement commences on the Effective Date for a period ending on the final day of the twelfth month after the Effective Date, unless otherwise specified in an applicable Order Form (the "**Initial Term**"), and will automatically renew for successive twelve month periods (each, a "**Renewal Term**") (the Initial Term, together with all Renewal Terms (if any), collectively, the "**Term**"), unless (i) either Party provides notice of non-renewal no less than sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable or (ii) earlier terminated as provided in this Section 4. The Agreement establishes and governs term of the subscription for Customer's use of any Service, including but not limited to the annual renewal date for any and all Properties and applicable Services on all Order Forms executed from the Effective

Date forward.. Notwithstanding anything to the contrary in Section 10(h) ("**Notices**"), Customer may deliver notices of termination to Service Provider via the contact email for the Service Provider. Notwithstanding anything to the contrary in the Agreement, (1) Service Provider may terminate, suspend, or discontinue any Beta Test Services or Trial or Pilot Programs per Section 10(q) below; and, (2) any such termination or suspension shall not constitute a breach of this Agreement, and Customer shall have no rights to termination for cause, damages, or any other remedies in connection therewith.

- b) **Change Event.** If, during the Term of this Agreement, any of Customer's Properties are sold to a third party or Customer no longer retains management control over a Property (a "**Change Event**"), Customer shall notify Service Provider within thirty (30) days of the Change Event by sending written notice, including supporting documentation, to the contact email for the Service Provider. Service Provider will review the Change Event within thirty (30) days of receiving such notice. If Service Provider approves the Change Event, in its sole discretion, the affected Property will be removed from the scope of this Agreement effective as of the last day of the calendar month following the month in which Service Provider receives the notice. Customer's fees will be reduced on a pro-rata basis for the Services associated with that Property as of the effective date of the Change Event. This adjustment will be reflected in the next invoice issued after the effective date. For the avoidance of doubt, Customer shall remain liable for all fees accrued and payable under this Agreement for the affected Property through and including the effective date of the Change Event.
- c) **Effects of Agreement Termination.** Upon termination or nonrenewal of this Agreement, Customer shall no longer use any portion of the Services in any manner. The provisions of this Agreement intended to survive the termination of this Agreement shall continue to survive, including those set forth in Section 4(h).
- d) **Termination for Material Breach.** In the event that: (i) either Party commits any material breach of the Agreement or under an Order Form and (ii) such material breach is not cured within 60 days (or within five days with respect to a failure to make any payment required hereunder) after the non-breaching Party gives to the breaching Party written notice of such material breach, then the non-breaching Party will be entitled to terminate the Agreement and/or any Order Form immediately upon written notice thereof to the breaching Party.
- e) **Immediate Termination.** Notwithstanding anything to the contrary in the Agreement, Service Provider shall have the right to immediately terminate the Agreement in the event Customer breaches either Section 3(g) ("Restrictions") or 8(c) ("Disclosure"), or as set forth in the Payment Services Terms (attached hereto as Exhibit A and incorporated herein by reference), if applicable.
- f) **Bankruptcy.** In the event that either Party: (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within 60 days after being commenced; (ii) admits in writing its inability to pay its debts generally as they become due (or takes any corporate action tantamount to such admission); (iii) makes an assignment for the benefit of its creditors; or (iv) ceases to do business as a going concern; then in any such instance, the other Party will be entitled to terminate the Agreement immediately upon written notice thereof to the first Party.
- g) **Rights and Remedies upon Termination.** In the event of any termination pursuant to either Section 4(d) ("Termination for Material Breach"), Section 4(e) ("Immediate Termination") or Section 4(f) ("Bankruptcy"), then the terminating Party will be entitled to all other rights and remedies which such Party may have under the Agreement and under applicable law. Upon termination of the Agreement, Customer shall immediately destroy all of Service Provider's Confidential Information and Service Provider Technology.
- h) **Survival.** The rights and obligations contained in Sections 5 ("Fees and Payment Terms"), 6 ("Ownership"), 7(c) ("Disclaimer of Warranties"), 7(d) ("Limitation of Liability"), 8 ("Confidential Information"), 9 ("Indemnification"), and 10 ("General Provisions"), Appendix 1, and all others that by their sense and context, including without limitation the corresponding provisions of Product Specific Terms, are intended to survive the execution, delivery, performance, termination or expiration of the Agreement, shall survive and continue in effect.

5) **FEES AND PAYMENT TERMS.**

- a) **Fees.** Subject to the terms and conditions of the Agreement and the applicable Order Form(s), Customer shall pay all fees in US dollars and as specified in the applicable Order Forms. In addition to anything set forth herein, Service Provider reserves the right to increase Customer's fees for any

or all Services (i) at the start of any Renewal Term; and, (ii) at any time during the Term in the event that the costs associated with the provision of the Services increase at no fault of Service Provider. Service Provider shall provide advance written notice to Customer of any such fee increase under this Section 5(a). If Service Provider increases the fees pursuant to Section 5(a)(ii), and Customer does not agree to the proposed increase, Customer may terminate the affected Services by providing written notice to Service Provider within thirty (30) days of receiving notice of the applicable fee increase. In the event of such termination, Customer shall continue to pay the fees in effect prior to the proposed increase until the last day of the calendar month in which the termination notice is delivered. This Agreement shall terminate solely with respect to the Services subject to the fee increase as of that date, and shall remain in full force and effect with respect to all other Services. Except as expressly set forth herein, all fees and other payment obligations hereunder are non-cancellable and all amounts paid are nonrefundable. Fees are based on the Services and/or, if applicable, the number of Properties and Units specified in the applicable Order Form(s). Any Services that include service for Units added during the Term will be invoiced monthly. With respect to each Order Form, the fees for the number of Units cannot be decreased during the Initial Term or then-current Renewal Term unless otherwise mutually upon by the parties. Service Provider has the right to audit the number of Units utilized by Customer in connection with any Property specified in an Order Form and, if such actual number exceeds the limitation on the number of Units specified in such Order Form, to invoice Customer for the actual number of Units identified in the Service Provider system. Notwithstanding anything to the contrary in the Agreement, all fees (if any) paid in connection with Beta Test Services or Trial or Pilot Programs are non-cancellable and non-refundable, and Customer shall have no right to any credits, refunds, offsets, or other reimbursement in connection with any modification, suspension, or termination of such Beta Test Services or Trial or Pilot Programs.

- b) **Invoicing and Payment.** Unless otherwise provided in the Order Form, each invoice will be sent to Customer on or about the 5th business day of each month and will be payable net 30 days after the date of the invoice. Service Provider may invoice Customer on a single consolidated invoice that will include the fees for each of the Service Provider entities providing Services under the Agreement for the relevant fees on the frequency and in the manner provided herein. Customer shall remit payment for such fees in the manner set forth on the invoice for the Services. Notwithstanding any provision to the contrary herein, unless expressly provided otherwise in the Order Form, billing for the Services shall commence on the earlier of: (a) the date upon which the Services are made available to the Customer, or (b) thirty (30) days following the execution of the Order Form, regardless of whether the Customer has accessed or utilized the Services.
- i) **One-Time Fees.** Unless otherwise provided in the applicable Order Form, Service Provider will invoice Customer upon the execution of each Order Form for the one-time fees specified therein, including, but not limited to, an implementation fee, training fee, and an initial configuration fee, if any.
 - ii) **Recurring Fees.** Unless otherwise provided in the applicable Order Form, Service Provider will invoice Customer in advance for the relevant recurring fees, including but not limited to subscription fees, transactional fees and testing fees provided in the Order Form on or about the fifth day of each month during the Term for the Services to be provided.
 - iii) **Professional Fees.** Unless otherwise provided in the applicable Order Form, Service Provider will invoice Customer for any Professional Services as provided in the applicable Order Form, and Customer agrees to pay Service Provider in the manner and on the frequency provided therein, if applicable.
 - iv) **Usage-Based Transaction Fee.** Transaction Fees will be noted in the Order Form(s), and Customer agrees to pay Service Provider in the manner and on the frequency provided therein, if applicable.
 - v) **Travel and Other Fees.** Customer agrees to pay all travel, training and other fees as set forth on the Order Form, as applicable.
 - vi) **Payment Services.** Customer agrees to pay all Payment Services fees as set forth on the Order Form, as applicable.
- c) **Amounts Payable; Taxes.** All amounts payable under the Agreement and any Order Form are (i) exclusive of any sales, use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions based upon such amounts, the Agreement and any Order Form, except for franchise or margin taxes, if any, or taxes based upon the net income of Service Provider; and (ii) reflect the net cash payable to Service Provider, net of

any and all such taxes, levies, fees and withholdings of every kind or nature. All such taxes, levies, fees and withholdings and the obligation to pay such amounts to the appropriate taxing authorities in a timely manner are the sole responsibility of Customer.

- d) **Late Payments; No Offset.** Any invoice remaining unpaid with any and all outstanding balance after the due date will be charged a rate equal to the greater of 3% or highest rate permitted by law on entire outstanding balance. Service Provider also reserves the right to charge Customer a collection administration expense fee in an amount equal to the then-current rates as established by the Service Provider. Customer shall not offset any amounts owed under an Order Form against any other Order Form. Service Provider may apply, in its discretion, payments received from Customer to any open Customer invoice containing an outstanding balance (e.g., applying payments to the oldest outstanding invoice). In the event Service Provider issues Customer a credit for Services not yet provided, Service Provider may apply, in its discretion, such credit to any open Customer invoice containing an outstanding balance; any remaining credit will be applied to Customer's next future invoice.
- e) **Suspension of Services.** Notwithstanding any other provision contained in the Agreement, if Customer fails to pay any amount when due, then in addition to any other rights and remedies available to Service Provider hereunder or at law or in equity, Service Provider may suspend Customer's and its Users' access to the Services and provision of Professional Services under any and all Order Forms then in effect until all outstanding past due amounts are received by Service Provider. Customer will continue to be charged for monthly subscription, transaction, subscriber and any associated late fees during any period of suspension. Service Provider also reserves the right to impose a service reconnection fee in the amount equal to the then-current reconnection fee rate as established by Service Provider in the event that any service is suspended and thereafter reactivated.
- f) **Means of Payment.** Customer will provide Service Provider with valid and updated credit card or Automated Clearing House (ACH) information as a means of payment for all amounts due under the Agreement. If Customer provides credit card information to Service Provider, Customer authorizes Service Provider to charge such credit card on a regular basis for all fees for Services listed in the Order Form(s) unless otherwise canceled with appropriate written notice. In addition, Customer agrees that any fee increase made hereunder may also be charged/debited in the same manner, and Customer may, in Service Provider's sole discretion, be required to pay for credit card processing fees of up to the maximum allowable by law and any other third party fees. If Customer elects to pay with a check, Customer will be charged a processing fee per check in an amount equal to the then-current Rates as established by Service Provider.
- g) **Invoice Dispute.** Customer has 60 days from the date an invoice is received by Customer to dispute that invoice. All disputes must be in good faith. Any invoice that is not disputed by the 60-day period is deemed final.

6) OWNERSHIP.

- a) **Ownership of Services; Customer Feedback.** As between the Parties, Service Provider or its licensors or third party suppliers, own all right, title, and interest and any and all Intellectual Property Rights in and to the Services and Service Provider Technology. Except as expressly provided in the Agreement, Service Provider does not grant (and expressly reserves) any rights, expressed or implied, or ownership in or to the Services or any Service Provider Technology. Customer grants to Service Provider and its affiliates a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, transferable, sublicensable right to make, use, sell, offer for sale, import, or otherwise incorporate into the Services and/or the Service Provider Technology any suggestions, enhancements, recommendations or other feedback provided by Customer and its Users relating to the Services and/or the Service Provider Technology.
- b) **Ownership of Customer Data.** Subject to the limited rights granted by Customer to Service Provider hereunder, as between the Parties, Customer owns all right, title, and interest and any and all Intellectual Property Rights in and to Customer Data.

7) WARRANTIES AND DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES.

- a) **By Customer.** Customer hereby represents and warrants to Service Provider as follows:
 - i) **Organization and Validity.** Customer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and the Agreement has been duly authorized

- by all necessary corporate (or other entity) action. The Agreement is the legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms.
- ii) **Compliance with Laws.** Customer and Customer's Users will comply with all laws, rules, regulations, ordinances, and codes that are applicable to accessing and using the Services. The terms and conditions set forth in this Agreement are subject to change at any time by Service Provider if applicable laws render practices in this Agreement unlawful in the jurisdiction of the Property.
 - iii) **Additional Representations; Authorized Agent.** If Customer is not the Property Owner but manages the Properties on behalf of the Property Owner, then Customer makes the following additional representations and warranties to Service Provider: Customer is the duly authorized agent of the Property Owner for each Property specified in each Order Form and has the authority pursuant to the grant of agency by the Property Owner for each Property to do the following: (1) execute the Agreement and applicable Order Form(s), (2) agree to, and to observe and perform, the terms and conditions of the Agreement and applicable Order Form(s), and (3) pay any and all fees and other charges under the Agreement and applicable Order Form(s).
- b) **Limited Services Warranty.** Service Provider warrants that, during the Term, the Services (exclusive of any applications or program code created by or on behalf of Customer and excluding any Beta Test Services, Trial, or Pilot Programs) will perform in material accordance with the applicable documentation and specifications provided by Service Provider to Customer. If Service Provider breaches this warranty, then Customer's sole and exclusive remedy, and Service Provider's entire liability, is for Service Provider to correct or work around the non-conformity within a reasonable period of time (not less than 60 days) after its receipt during the Term of written notice from Customer containing a detailed description of the alleged breach. If Service Provider is unable to correct or work around the non-conformity as warranted, then Customer may terminate the affected Services and Service Provider will refund any prepaid fees for such Services for the period covering the remainder of the Term after the effective date of termination. For clarity, this Section 7(b) does not apply to, and Customer shall have no rights or remedies under this Section 7(b) with respect to any Beta Test Services or Trial or Pilot Programs, including, without limitation, any rights to correction, workaround, termination, or refund. This Section 7(b) sets forth Customer's exclusive rights and remedies (and the sole liability of Service Provider) in connection with any defect or other failure of the Services to perform in accordance with the documentation and specifications.
- c) **DISCLAIMER OF WARRANTIES.** THE SERVICES AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, THE SERVICE PROVIDER PARTIES MAKES NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS WITH RESPECT TO THE SERVICES, PROFESSIONAL SERVICES, OR OTHERWISE IN CONNECTION WITH THE AGREEMENT, AND THE SERVICE PROVIDER PARTIES SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SERVICE PROVIDER SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, WITHOUT LIMITATION, THE SECURITY, INTEGRITY, EFFICIENCY OR CAPABILITIES OF THE SERVICES AND CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS IT MAKES WITH REGARDS TO OPERATION OF ITS BUSINESS AND OPERATIONS, INCLUDING DECISIONS IT MAKES USING THE SERVICES. SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY CUSTOMER DATA OR OTHER CONTENT PROVIDED BY CUSTOMER THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT IN ENTERING INTO THE AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY BETA TEST SERVICES OR TRIAL OR PILOT PROGRAMS.
- d) **LIMITATION OF LIABILITY.** THE CUMULATIVE, AGGREGATE LIABILITY OF SERVICE

PROVIDER AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "SERVICE PROVIDER PARTIES") TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE AGREEMENT AND ALL ORDER FORMS HEREUNDER WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SERVICE PROVIDER HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL ANY OF THE SERVICE PROVIDER PARTIES BE LIABLE FOR LOST PROFITS HOWSOEVER ARISING OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE SERVICES, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE PROVIDER PARTIES SHALL HAVE NO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO ANY BETA TEST SERVICES OR ANY TRIAL OR PILOT PROGRAMS.

8) **CONFIDENTIAL INFORMATION.**

- a) **Definition; Exclusions.** As used in the Agreement, the term "**Confidential Information**" means all confidential or proprietary information belonging to either Party hereto (the "**Disclosing Party**") and disclosed or made available to the other Party (the "**Receiving Party**"), whether orally, in writing, by computer memory or other media, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" includes: (i) with respect to Customer, Customer Data; (ii) with respect to Service Provider, (1) the Services, (2) all pricing and pricing proposals presented to Customer by Service Provider, (3) the Service Provider Technology, (4) the terms and conditions of the Agreement and the Order Forms, and (5) the Beta Test Services, Trial, or Pilot Programs including their existence, features, functionality, performance, test results, evaluations, and any feedback or information relating thereto; (iii) with respect to each Party, its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party; and (iv) all reports, analyses, compilations, studies, or other documents prepared by a Party or its Representatives which contain or otherwise reflect any Confidential Information of the other Party. "Confidential Information" does not include information that the Receiving Party can document: (i) is or becomes (through no improper action or inaction by the Receiving Party or any Affiliate, agent, consultant or employee) generally available to the public; (ii) was in its possession or properly known by it, without restriction, prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) is independently developed by the Receiving Party subsequent to such disclosure, by employees without access to, or use of, the Disclosing Party's Confidential Information. The term "**Representatives**" of a Party means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such Party.
- b) **Restrictions on Use.** The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose whatsoever except to the extent necessary in order to perform its obligations or exercise its rights under the Agreement.
- c) **Disclosure.** The Receiving Party shall: (i) hold the Disclosing Party's Confidential Information in strict confidence and treat such Confidential Information with at least the degree of care that it treats its own similar information but no less than a reasonable degree of care; and (ii) not disclose such Confidential Information to any other person or entity or to any of its Representatives except Representatives who are required to have Confidential Information in connection with such purpose, and then only such Representatives who have signed confidentiality agreements with the Receiving Party or that are subject to professional duties of confidentiality that are no less stringent than those contained herein. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to a court or other governmental authority to the extent that such disclosure is required by governmental order, subpoena, or by law, provided that: (a) the Receiving Party notifies the Disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure and in any event at least five (5) business days prior to such disclosure, specifying in detail the reasons why such disclosure is required; (b) the Receiving Party discloses only that portion

of the Confidential Information that it is advised by its counsel that it is legally compelled to disclose; (c) the Receiving Party uses commercially reasonable efforts to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential; and (d) the Receiving Party uses commercially reasonable efforts to obtain such other protective orders and protections with respect thereto as the Disclosing Party may reasonably request.

9) INDEMNIFICATION.

- a) **By Service Provider.** Except to the extent Customer is responsible for indemnifying Service Provider under Sections 9(b) or 9(c) and subject to the limitations set forth in Section 7 (“Warranties and Disclaimer of Warranties; Limitation of Liabilities”), Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees and agents against any third party claims, suits or actions (a **“Claim”**) to the extent arising from an assertion that the Services provided by Service Provider, when used as permitted in the Agreement and in accordance with the applicable documentation, infringe any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party, provided that Customer: (i) promptly informs and furnishes Service Provider with a copy of such Claim; (ii) gives Service Provider all relevant evidence in Customer’s possession, custody or control; and (iii) gives Service Provider reasonable assistance in such Claim, at Service Provider’s expense, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that Service Provider shall not compromise or settle any such Claim unless Customer is unconditionally released from all liability. Output is expressly excluded from the definition of Services for purposes of this Section 9(a). Notwithstanding anything to the contrary in the Agreement, Service Provider will have no duty or obligation to indemnify, defend, or hold harmless Customer with respect to any Claims arising out of or relating to any Beta Test Services or Trial or Pilot Programs and this Section 9(a) shall not apply with respect to any Beta Test Services or Trial or Pilot Programs.
- b) **By Customer.** Customer shall defend, indemnify and hold harmless Service Provider and its officers, directors, employees and agents and licensors and third party suppliers (collectively, the **“Service Provider Indemnified Parties”**) against any and all Claims arising from or related, directly or indirectly, to: (a) Customer’s use of the Services in violation of the terms of this Agreement; (b) Customer’s negligence, willful misconduct or bad faith (c) allegations that Customer Data, Third Party Materials, or Customer’s use of the Services in breach of the Agreement infringes any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party or violates any applicable local, state, federal and (if applicable) international laws, regulations and directives; or (d) Customer’s failure to comply with the terms of use of any third party application or service provider used by Customer in conjunction with the Services, provided that Service Provider: (i) promptly informs and furnishes Customer with a copy of such Claim; (ii) gives Customer all relevant evidence in Service Provider’s possession, custody or control; and (iii) gives Customer reasonable assistance in such Claim, at Customer’s expense, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that Customer shall not compromise or settle any such Claim unless Service Provider is unconditionally released from all liability.
- c) **Additional Indemnity by Customer.** If Customer is not the Property Owner but instead is the agent of the Property Owner, Customer shall also defend, indemnify and hold harmless Service Provider and the Service Provider Indemnified Parties against any and all Claims arising from or related, directly or indirectly, to any misrepresentation regarding the existence and scope of Customer’s agency relationship with the Property Owner.
- d) **Mitigation.** If Service Provider becomes aware of, or anticipates, a Claim subject to indemnification under Section 9(a), Service Provider, may, at its option (i) modify the Service that is the subject of the Claim so that it becomes non-infringing, or substitute functionally equivalent products; (ii) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (iii) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.
- e) **Limited Remedy.** Sections 9(a) and 9(d) state Service Provider’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Services.

10) GENERAL PROVISIONS.

- a) **Independent Contractors.** The relationship between Service Provider and Customer has been and will continue to be that of independent contractors. Neither Party is the legal representative, agent, joint venturer, partner, employee, or employer of the other Party under the Agreement for any purpose whatsoever. Neither Party has any right, power, or authority under the Agreement to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect.
- b) **Attorneys' Fees.** The prevailing party in any action or proceeding to enforce the Agreement, including any efforts to collect amounts due under the Agreement by engagement of any attorney, collection agency or otherwise, is entitled to recover from the other party its costs and attorneys' fees in addition to any damages available to such party.
- c) **Specific Performance.** Customer acknowledges that a breach of the Agreement by Customer cannot be adequately compensated for by money damages and agrees that specific performance is an appropriate remedy for any breach or threatened breach hereof. Customer acknowledges that compliance with the provisions of the Agreement is necessary in order to protect the proprietary rights of Service Provider. Customer further acknowledges that any unauthorized use or disclosure of Confidential Information of Service Provider to any third party in breach of the Agreement will result in irreparable and continuing damage to Service Provider. Accordingly, Customer hereby: (i) consents to the issuance of any injunctive relief or the enforcement of other equitable remedies against it at the suit of Service Provider, without bond or other security, to compel performance of any of the terms of the Agreement; and (ii) waives any defenses thereto, including, without limitation, the defenses of failure of consideration, breach of any other provision of the Agreement, and availability of relief in damages.
- d) **Remedies Cumulative.** Except as otherwise set forth in the Agreement and subject to the terms of the Agreement, including Section 7(d) ("Limitation of Liability"), all remedies, whether under the Agreement, provided by law, or otherwise, are cumulative and not alternative, may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of the other remedies.
- e) **Entire Agreement.** The Agreement, any Order Forms hereunder and any other documents expressly incorporated by reference herein constitute the entire agreement between the Parties with respect to the subject matter hereof. Where applicable, this Agreement incorporates by reference the website Terms of Service/Use (the "Website Terms of Use") available online for each applicable Service provided under this Agreement. The Agreement supersedes all prior written or oral agreements, communications, and understandings between the Parties with respect to the subject matter hereof. The Agreement is executed in English and no translation of the Agreement will have any effect on the interpretation hereof. In the event of any conflict or inconsistency between the Agreement, any Order Form and/or the Website Terms of Use (if applicable), then the Agreement controls and governs over such Order Form (unless such Order Form expressly states that it is amending a specific provision of the Agreement, in which case such Order Form controls and governs over such specific provision) and the Website Terms of Use.
- f) **Terms and Conditions Version; Modification.** The version of these Terms and Conditions effective as of the time of the Parties' full execution of the Agreement shall be attached to, incorporated into and govern the Agreement. Except as otherwise expressly provided herein, the Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all Parties. Notwithstanding the foregoing, Customer agrees to comply with the Submerchant Agreement provided on the Order Form (if Aptexx Services is selected on the Order Form) and the Website Terms of Use and to regularly review such terms for updates and changes, which may be modified by Service Provider at any time in its sole discretion. Unless otherwise set forth in an Order Form, any additional Order Form will incorporate the terms and conditions of the Agreement.
- g) **Waiver.** No waiver of any provision of the Agreement is effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy under the Agreement will operate as a waiver of any such right, power, or remedy. The expressed waiver of any right or default hereunder will be effective only in the instance given and will not operate as or imply a waiver of any similar right or default on any subsequent occasion.
- h) **Notices.** All notices given hereunder will be in writing and personally mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight courier company. If such notice is being delivered to Customer, such notice shall be delivered to Customer's physical address

specified on the Order Form or to such other address as Customer may specify, and if being delivered to Service Provider, shall be delivered to the applicable Service Provider (set forth in Section 10(r)) at 2035 Lakeside Centre Way Suite #250, Knoxville, TN 37922, Attention: Legal Department, or to the email address or such other address as Service Provider may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three (3) business days after the date of mailing, if delivered by a well-recognized overnight courier company, one (1) day after dispatch, and if delivered by overnight international mail, four (4) business days after mailing. Customer agrees that Service Provider may include notices on invoices sent to Customer by regular mail or email.

- i) **Governing Law, Jurisdiction, and Venue.** The Agreement (and the right and obligations of the Parties with respect to their relationship under the Agreement) are governed by and must be construed and enforced in accordance with the laws of the State of Tennessee, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The Parties hereto consent to the jurisdiction of all federal and state courts in Tennessee, and agree that venue lies exclusively in Knox County, Tennessee. The Parties understand and agree that Service Provider cannot provide legal advice as part of the Services.
- j) **Construction.** If any provision of the Agreement is for any reason held to be invalid, illegal, or unenforceable under applicable law in any respect, then: (i) such invalidity, illegality, or unenforceability will not affect the other provisions of the Agreement; (ii) the Agreement will be construed as if such invalid, illegal, or unenforceable provision were excluded from the Agreement; and (iii) the court in its discretion may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision. If any provision of the Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable law. However, If any material limitation or restriction on the use of a Service under the Agreement is found to be illegal, unenforceable, or invalid, at Service Provider's option, Customer's right to use the applicable Services will immediately terminate.
- k) **Assignment; Successors and Assigns.** Customer shall not transfer or assign the Agreement or any rights or obligations under the Agreement (whether by operation of law or otherwise) or delegate any duties under the Agreement without the prior written consent of Service Provider, which consent may be withheld in its sole discretion, and any purported attempt to do so in violation of this Section 10(k) will be null and void. Subject to the foregoing, the Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
- l) **Export.** Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under the Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Services. The Services, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Services are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.
- m) **Force Majeure.** If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, acts of God, accidents, viral outbreak or disease, Internet service provider failures or delays, governmental restrictions, appropriations or other causes beyond the reasonable control of a party hereto (each, a "**Force Majeure Event**"), either Party is unable to perform in whole or in part its obligations as set forth in the Agreement, excluding any obligations to make payments hereunder, then such Party will be relieved of those obligations to the extent it is so unable to perform and such inability to perform will not make such party liable to the other party. Neither Party will be liable for any losses, injury, delay or damages suffered or incurred by the other party due to a Force Majeure Event.
- n) **Counterparts.** Each Order Form may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. The Parties agree that a facsimile, pdf of a signed counterpart, or the use of an electronic signature service is as effective and has the same force and effect as the original thereof.
- o) **Artificial Intelligence.** The Services may include artificial intelligence ("**AI**"), which refers to

machine-based systems (or feature thereof), that is designed to operate with varying levels of autonomy, that may exhibit adaptiveness after deployment, and that can, for a given set of objectives, generate outputs such as predictions, recommendations, or decisions influencing real or virtual environments. Such AI-enabled Services or features thereof ("**AI Services**") may be provided by Service Provider or a third-party AI Provider. Customer agrees and acknowledges that Service Provider may use such AI Services in its own product or service development and provision of services provided such use complies with law and its confidentiality obligations under this Agreement. Customer and its Users may provide Customer Data input to the AI Services ("**Input**"), and receive output from the AI Services based on the Input ("**Output**"). To the extent the Customer elects to use any AI Services, the additional terms and conditions stated at Appendix 1 shall apply.

- p) **Personal Information.** From time to time during the term of the Agreement, either party may handle or process (which may include but is not limited to activities such as collection, use, and storage) information that directly or indirectly identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with an identified or identifiable individual personal information. The parties shall assess and comply with their obligations related to their respective handling or processing of personal information under applicable laws.
- q) **Beta Test Services, Trial, or Pilot Programs.** Notwithstanding anything to the contrary in the Agreement, the terms of this Section 10(q) shall govern and control with respect to any Beta Test Services or Trial or Pilot Programs whether or not they conflict with any other provision of the Agreement. Notwithstanding anything to the contrary in the Agreement:

- (a) Beta Test Services and Trial or Pilot Programs are provided on a trial basis for evaluation purposes only and will be provided until the earliest to occur of: (i) expiration or termination of the applicable Evaluation Period specified in the applicable Order Form; (ii) Customer's acquisition of, or subscription to, the generally available commercial version of the relevant Service either through a new Order Form or in accordance with the terms of the existing relevant Order Form for the Beta Test Service or Trial or Pilot Program (at which point Customer's purchased subscription term shall automatically commence and the fees stated in the relevant Order Form will apply), or (iii) termination, discontinuance or suspension by Service Provider per Section 10(q)(b).
- (b) Service Provider may, at any time and in its sole discretion, terminate, suspend, modify, or discontinue Customer's access to or use of the Beta Test Services or Trial or Pilot Programs, in whole or in part, for any reason or no reason, with or without notice. Service Provider shall have no obligation to continue to make any Beta Test Services and Trial or Pilot Programs available or to include any Beta Test Services and Trial or Pilot Programs in any future version or general release of the Services.
- (c) Service Provider may, at any time and in its sole discretion, modify, change, update, or enhance the Beta Test Service and Trial or Pilot Programs, in whole or in part, for any reason or no reason, with or without notice.
- (d) Beta Test Services and Trial or Pilot Programs: (i) are provided without any service level agreements, uptime commitments, support obligations, or maintenance requirements; (ii) are not intended for production use and should not be relied upon for business-critical operations; and (iii) may not operate as intended or advertised.

WITHOUT LIMITING OR BEING LIMITED BY THE FOREGOING OR ANY OTHER PROVISION OF THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BETA TEST SERVICES AND TRIAL OR PILOT PROGRAMS ARE EXPERIMENTAL IN NATURE AND MAY NOT OPERATE CORRECTLY, MAY BE INCOMPLETE, AND MAY CONTAIN BUGS, ERRORS, OR OTHER DEFECTS, AND CUSTOMER ASSUMES ALL RISKS ARISING FROM OR RELATING TO ITS AND ITS USERS' USE OF THE BETA TEST SERVICES OR TRIAL OR PILOT PROGRAMS, INCLUDING, WITHOUT LIMITATION: (A) ANY FAILURE OF PERFORMANCE, ERRORS, OR INACCURACIES; (B) ANY INTERRUPTION, DELAY, OR LOSS OF ACCESS; (C) ANY LOSS, CORRUPTION, OR DELETION OF CUSTOMER DATA OR OTHER INFORMATION; (D) ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER DATA OR SYSTEMS; (E) ANY DAMAGE TO CUSTOMER'S OR ITS USERS' SYSTEMS, NETWORKS, OR ENVIRONMENT; (F) ANY INTEGRATION OR INTEROPERABILITY ISSUES WITH THIRD-PARTY SYSTEMS, SOFTWARE, OR SERVICES; AND (G) ANY DECISIONS OR ACTIONS TAKEN BY CUSTOMER OR ITS USERS

BASED ON THE BETA TEST SERVICES OR TRIAL OR PILOT PROGRAMS OR ANY OUTPUT THEREFROM. CUSTOMER IS SOLELY RESPONSIBLE FOR IMPLEMENTING APPROPRIATE SAFEGUARDS, INCLUDING DATA BACKUPS, SECURITY MEASURES, AND OPERATING PROCEDURES, TO MITIGATE SUCH RISKS. SERVICE PROVIDER SHALL HAVE NO OBLIGATION TO RETAIN, PRESERVE, OR MAINTAIN ANY CUSTOMER DATA USED IN CONNECTION WITH BETA TEST SERVICES OR TRIAL OR PILOT PROGRAMS, AND SUCH DATA MAY BE DELETED, LOST, OR MODIFIED AT ANY TIME WITHOUT NOTICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, BETA TEST SERVICES AND TRIAL OR PILOT PROGRAMS ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR QUIET ENJOYMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- r) **Service Provider.** Customer acknowledges and agrees that the applicable Service(s) Customer selects on the Order Form is being provided by the particular entity as set forth in the table below (each a “**Service Provider**”). The parties acknowledge and agree that (i) Western Reporting, Inc. and each of the Service Providers are each Affiliates and (ii) Western Reporting, Inc. is duly authorized to enter into the Agreement on behalf of the other Service Providers. Customer further acknowledges and agrees that the Service Provider identified via the Services listed on the Order Form is the entity providing such Services under this Agreement; each Service Provider shall be singularly and severally liable for the applicable Services it provides under the Agreement. For the avoidance of doubt, Customer may only make a claim against the particular Service Provider providing the Services under which such claim arose, including, but not limited to, indemnification claims.

Services Customer is Ordering:	Service Provider:
AI Invoice	ResMan, LLC
AMS	American Metering Services, LLC
AnyoneHome	Anyone Home, Inc.
Aptexx	Aptexx, Inc.
Grow	Grow Learning Management Systems, LLC
ID FraudGuard	IdentityGate, LLC
Leasing AI Agent	ResMan, LLC
Leasing Assistant	Anyone Home, Inc.
Maintenance Assistant	Anyone Home, Inc.
Nationwide Compliant	Nationwide Compliant, LLC

PropertyBoss	Property Brands, Inc.
Razz	Razz Interactive, LLC or ResMan, LLC
Reporting Assistant	Anyone Home, Inc.
Reports Pro AI	ResMan, LLC
Resident AI Agent	ResMan, LLC
ResMan	ResMan, LLC
ScreeningOne	Screening One, Inc.
SiteCompli/InCheck	SiteCompli, LLC
Tenant Tech	Tenant Technologies, LLC
ValanceDocs	Property Brands, Inc.
Western Reporting	Western Reporting, Inc.

Appendix 1

Additional Terms and Conditions for AI-Enabled Features

The AI Services and Outputs are part of the “Services” for purposes of this Agreement, and all terms and conditions, including without limitation, limitations and exclusions of liability applicable to the Services apply equally to the AI Services and Outputs, in addition to the terms expressly provided in this Appendix 1.

1. **Use Restrictions.** Without limiting any other use restrictions in the Agreement, Customer shall not, and shall not permit any third party under its control to: (a) use the AI Services, including any Inputs or Outputs to develop, train, fine-tune, derive from, or otherwise improve any Customer or third-party AI models or AI systems; (b) attempt model extraction or discovery of weights, parameters, or system prompts; (c) interfere with, bypass, or circumvent any AI-related features, rate limits, usage caps, or access controls; (d) remove, alter, or suppress any notices or indicators that content is AI-generated; or (e) use the Services to create or generate an Output, or use an Output in a manner, that infringes, misappropriates, or otherwise violates any intellectual property right or other rights of any person, or that violates any stated applicable use policy, or applicable law, regulation, or rule.
2. **Training.** To the extent permitted by applicable law, Customer acknowledges that Service Provider may retain and continue to use, on a perpetual and irrevocable basis, any model parameters and derived learnings that are not capable of being used to identify Customer, its users, or any individual, including after expiration or termination of this Agreement, for the purpose of operating, maintaining, and improving Service Provider’s AI models and services.
3. **Customer Responsibilities.** Customer is solely responsible for: (a) determining whether and how to use the AI Services and Outputs in its environment and workflows; (b) reviewing, validating, and approving any Outputs prior to relying on them for business decisions, external communications, or other consequential uses; and (c) configuring any AI-related transparency, watermarking, or denotation before using Output as necessary to meet Customer’s legal, regulatory, and policy requirements. Customer acknowledges that the AI Services may generate Outputs that are probabilistic in nature and may be inaccurate, incomplete, biased, or otherwise unsuitable for Customer’s intended use, and Customer will use reasonable efforts to review such Outputs for accuracy and appropriateness. CUSTOMER SHALL NOT USE THE AI SERVICES FOR AUTOMATED DECISION-MAKING THAT HAS LEGAL OR SIMILARLY SIGNIFICANT EFFECTS ON INDIVIDUALS, UNLESS IT DOES SO IN COMPLIANCE WITH LAWS, OR USE THE AI SERVICES FOR PURPOSES OR WITH EFFECTS THAT ARE DISCRIMINATORY, HARASSING, HARMFUL OR UNETHICAL.
4. **ADDITIONAL DISCLAIMER.** IN ADDITION TO THE GENERAL DISCLAIMER SET FORTH IN THE TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES THAT ANY OUTPUTS GENERATED BY AI SERVICES MAY BE THE SAME AS OR SIMILAR TO OUTPUTS THE SERVICES GENERATE FOR OTHER CUSTOMERS, MISLEADING, INACCURATE, INCOMPLETE, UNTIMELY, OR OTHERWISE UNRELIABLE. AI OUTPUTS DO NOT CONSTITUTE PROFESSIONAL ADVICE AND SHALL NOT BE RELIED UPON AS A SUBSTITUTE FOR INDEPENDENT JUDGMENT. CUSTOMER AGREES THAT ITS USE OF ANY AI-GENERATED OUTPUTS IS AT CUSTOMER’S SOLE RISK, AND CUSTOMER SHALL INDEPENDENTLY VALIDATE AND APPROPRIATELY REVIEW ALL SUCH OUTPUTS THROUGH QUALIFIED PERSONNEL BEFORE RELYING ON THEM FOR ANY DECISION-MAKING OR OTHER BUSINESS PURPOSE. OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND ARE NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY SERVICE PROVIDER. CUSTOMER SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS.
5. **OUTPUT.** Service Provider will implement and maintain necessary technical and organizational measures designed to reduce the likelihood that the AI Services generate Outputs that are discriminatory, harassing, harmful or otherwise unlawful, and will not knowingly configure the AI Services to generate such Outputs. Upon written notice from Customer identifying specific Outputs that are discriminatory, harassing, harmful or unlawful, Service Provider will use commercially reasonable efforts to investigate and, where appropriate, adjust safety controls to mitigate recurrence.

6. **Modification; Suspension.** Notwithstanding anything to the contrary in the Agreement, Service Provider reserves the right to modify, update, restrict, replace, or discontinue any AI-enabled components of the Services at any time, in its sole discretion or as necessary to comply with applicable law. Service Provider may suspend Customer's access to any portion or all of the AI Services if: (a) Service Provider reasonably believes or determines that (i) there is a risk to or attack on any of the AI Services; (ii) Customer or any User is using the AI Services in violation of the Agreement; or (iii) Service Provider's provision of the AI Services to Customer is prohibited by applicable law or would result in a material increase in the cost of providing the AI Services; or (b) any vendor suspends or terminates Service Provider's use of any third-party AI Services or products required to enable Customer to access the AI Services.

7. **Indemnification.** Customer shall defend, indemnify and hold harmless the Service Provider Indemnified Parties against any and all Claims arising from or related, directly or indirectly: (a) Customer's use or misuse of any AI Services; (b) Customer's use, reliance on, or failure to independently validate, any Outputs; (c) any Input submitted by or on behalf of Customer into any AI Services; (d) Customer's failure to provide any required notices, consents, or authorizations associated with such use; or (e) Customer's violation of any applicable law, regulation, or third-party rights in connection with its use of AI Services. Customer's obligations under this Section 7 shall apply regardless of whether the underlying claim is caused in whole or in part by use of AI Services.

Exhibit A
Additional Terms and Conditions for Payments Services

The following terms ("**Payment Service Terms**") apply to the use of the Service Provider Payments payment processing service ("**Payment Services**") offered in conjunction with the Agreement. These Payment Service Terms only apply to Customers who have selected and been approved for Service Provider Payments as an applicable service on the applicable Order Form accepted by Service Provider.

The Payment Service Terms only apply to Customer's use of Service Provider Payments. Capitalized words which are used in the Payment Service Terms, but not defined in the Payment Service Terms, have the meaning given to such words in the Agreement. In the event of any conflict between these Payment Service Terms and the Agreement, these Payment Service Terms will apply as to the specific Payment Services and the Agreement will control for all other purposes.

- 1) **Third Party Payment Processor.** Customer acknowledges that Service Provider is not currently licensed as a merchant payment processor. Service Provider will instead serve as a data processor transmitting requests for merchant payment processing services to Service Provider's payment processing service provider or another third party selected by Service Provider and reasonably acceptable to Customer ("**Payment Processor**"). Customer will be required to enter into a separate agreement ("**Processor Agreement**") directly with the Payment Processor in order for Service Provider to transmit Customer's payment requests to the Payment Processor and for the Payment Processor to complete the payment transactions placed by Customer on Customer's behalf.
 - a) The Payment Processor and its merchant banks will determine Customer's eligibility for payment processing in accordance with their own underwriting criteria. The Payment Processor and its merchant banks must approve the transactions submitted by or on behalf of Customer. Service Provider cannot assure Customer that it or its transactions will be accepted or approved by the Payment Processor or its merchant banks.
 - b) Nothing in the Terms or these Payment Services Terms shall reduce the liability or obligations of Customer under the Processor Agreement. Service Provider may terminate the provisions of the Payment Services to Customer immediately in the event that (i) the Processor Agreement between Customer and the Payment Processor is terminated (or is not executed within a reasonable amount of time after Service Provider accepts the Order Form providing for Payment Services); (ii) the agreement between Service Provider and the Payment Processor is terminated or expires; or (iii) if any payment network or entity having jurisdiction over Payment Processor indicates that Payment Processor may no longer provide merchant services.
 - c) Service Provider will not have direct access or control of Customer's funds. Transactions will be processed through an ID established by the Payment Processor for Customer that enables Service Provider and the Payment Processor to facilitate such payments ("**Merchant ID**"). Each Merchant ID will be exclusively for a specific Customer. It is Customer's responsibility to maintain the confidentiality of Customer's login credentials. Sharing credentials or a Customer's Merchant ID for another's use is strictly prohibited.
 - d) The Payment Processor will either receive transaction settlement proceeds in a bank account that it owns and controls or the proceeds will be settled to an account of the Payment Processor's own processor; in either case, the applicable funds will then be settled to an account designated by Customer to the Payment Processor less the below Payment Services Fees, which will be retained and shared by Service Provider and the Payment Processor.
- 2) **Payment Processing Fees.** Customer agrees to pay any and all applicable fees applicable to Payment Services as set forth in the Order Form.
- 3) **Compliance with Laws and Applicable Policies.** Customer and Service Provider each agree at all times to comply with all applicable laws, rules and regulations, as well as applicable industry rules including but not limited to those of the Automated Clearing House ("**ACH**"), and card association rules. Customer agrees to comply with all applicable policies, rules and requirements of the Payment Processor and its applicable merchant banks.

- 4) Customer shall not require any tenant or other person to pay a fee related to the processing of rent or other payments if a means of payment that is cost-free to the tenant or other person is not reasonably accessible by the tenant or other person.
- 5) **Prohibited Persons.** All of the following Persons are prohibited from using the Payment Services and Customer represents and warrants that it does not fall into any of the following classes: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause under a contract with Payment Processor; and (iv) Persons who are not both domiciled and resident in the United States. "Persons" means any individual, corporation (including any not-for-profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, entity or governmental authority.
- 6) **Limitation of Warranty and Liability for Payment Services.** Service Provider makes no representation or warranty on behalf of the Payment Processor. Except as expressly set forth in the Agreement, the Payment Services are provided by Service Provider without representations or warranties of any kind, whether express, implied, by operation of law, or otherwise, including, without limitation, any implied or statutory warranties of merchantability or fitness for particular purpose. In no event shall Service Provider be liable for any indirect, special, punitive, incidental or consequential damages whatsoever of any kind, including without limitation, loss of profits, revenue, data or damages from loss of use or delay, arising out of or in connection with the Payment Services (however arising, under any theory including but not limited to negligence, tort, contract, strict liability or under statute), even if Service Provider has been informed in advance of the possibility of such potential claim, loss or damage. The total aggregate liability of Service Provider for damages for any action related to the Payment Services will in no event exceed the amount of the fees paid to Service Provider in connection with the particular Payment Services transaction giving rise to damages alleged.

Exhibit B
Additional Terms and Conditions for Screening Services

The following terms ("**Screening Service Terms**") apply to the use of the Screening Services offered in conjunction with the Agreement. These Screening Service Terms only apply to Customers who have selected and been approved for Screening Services as an applicable service on the applicable Order Form accepted by Service Provider.

1. Customer certifies it will only request a consumer report when it has a permissible purpose to do so as set forth under the Fair Credit Reporting Act, 15 U.S.C. Sec 1681 et. seq and it will identify the specific permissible purpose at the time of the order.
2. If the consumer reports Customer requests from ScreeningOne are to be used for an employment purpose, Customer certifies that prior to obtaining or causing a "consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA. Customer also certifies that the consumer has authorized, in writing, the obtaining of the report by Customer. If an investigative consumer report (as defined by federal law) is obtained, Customer certifies a separate disclosure will be provided. Customer certifies that it also has provided the consumer with any notices or disclosures required under applicable state and local law. Customer understands that ScreeningOne will not initiate a report for employment purposes in the absence of a written authorization.
3. Prior to taking adverse employment action based in whole or in part on the consumer reports provided by ScreeningOne, Customer will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, Customer will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the FCRA. Customer will not initiate the pre-adverse and adverse action notice process until ScreeningOne has completed all search components of the consumer and/or investigative consumer report, ScreeningOne has provided the complete report to Customer, and Customer has reviewed the consumer report contents.

Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends that you perform an individualized assessment and/or other considerations. To obtain a copy of the EEOC Criminal History Guidance please go to the following website:
http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

4. Customer certifies that each time it orders a report, it is reaffirming the above certifications.
5. Customer agrees to maintain a clear copy of photographic identification of each consumer along with the disclosure and authorization for a minimum of (2) years. During this period, Customer will provide Service Provider (via ScreeningOne) with a copy of such disclosure and authorization, or the original, as reasonably may be requested by Service Provider or its authorized representatives. Customer agrees that Service Provider or any third parties acting on its behalf, upon reasonable notice, may conduct audits to ensure Customer's compliance with the FCRA and all applicable federal and state laws, and requirements of the Agreement, and Customer agrees to provide reasonable cooperation with Service Provider and such third parties in connection with such audits.
6. **California.** Customer must conform to the SUBSCRIBER CERTIFICATION OF COMPLIANCE pursuant to California Civil Code section 1785.14 (a). Customer shall notify Service Provider if **it is or is not** a retail seller, as defined in Section 1802.3 of the California Civil Code and issues credit to consumers who appear in person on the basis of applications for credit submitted in person.
7. **Vermont.** Customer shall notify Service Provider that it **will or will not** be ordering information products and services relating to consumers living or working in Vermont.
8. Customer acknowledges that many services containing credit information (e.g., Equifax, Experian, TransUnion)("Credit Information") also contain information from the Death Master File as issued by the

Social Security Administration; certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or Gramm-Leach-Bliley Act use of Credit Information, the end user's use of deceased flags or other indicia within the Credit Information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rule, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certify that the end user will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Credit Information.

Exhibit C Product Specific Terms

Pursuant to Section 2(e) of the Terms and Conditions, the following additional terms and conditions apply to the Parties to the extent that the Customer has selected and Service Provider has agreed to provide the Service(s) listed below as selected on the Order Form. As throughout the Terms and Conditions, reference to Service Provider in this Exhibit shall be deemed to refer to the applicable Service Provider of such Service.

Tenant Technologies, LLC Services (“Tenant Tech”)

- 1) **Custom and Other Forms.** As part of the Tenant Tech Services, Customer may select, access, and utilize certain forms for its internal business purposes, including, without limitation, any forms provided by Tenant Tech, by third-party providers, or other similarly provided or obtained documents or forms. Any and all such documents and forms, whether in their original form, modified, or customized by or for Customer, are referred to herein collectively as the “**Forms**.” The Forms are intended to be used as examples only and are not tailored for any specific purpose or legal requirement. Customer further represents, warrants, and agrees that its use of any Form is voluntary, that it is solely responsible for the accuracy, legality, content, and ongoing maintenance or updates of any Form it elects to use, and that it will not submit, upload, or otherwise provide forms that infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Tenant Tech reserves the right, in its sole discretion, to reject or remove any Form that it believes may infringe upon third-party rights or otherwise violate applicable law or Tenant Tech’s policies, and strongly recommends that Customer obtain a legal review of any and all Forms prior to submission or use. Customer acknowledges and agrees that it assumes full and exclusive responsibility for the accuracy, legality, and continued maintenance of any and all Forms that it selects, accesses, submits and/or uses. Neither Service Provider nor Tenant Tech provides legal advice regarding any Form and each expressly disclaims all representations and warranties, whether express or implied, concerning the legal sufficiency, enforceability, regulatory compliance, or fitness of any Form for Customer’s intended use. Customer is fully and solely responsible for its use of any Form and for ensuring that any Form that it uses is appropriate and suitable for such use and complies in all respects with all applicable laws and regulations.
- 2) **Document Creation Specifications and Guidelines.** When preparing and submitting any forms for use with the Services, Customers are advised to follow these best practices to ensure smooth implementation:
 - a) **Final Version** – Submit only the final version of your Form. Tenant Tech cannot make edits once a form has been submitted; any changes must be made by you and resubmitted.
 - b) **Avoid property-specific documents** – Whenever possible, design forms to be flexible across multiple properties. Leave blank fields or space for system-populated data (e.g., “Property Name”) instead of hardcoding information.
 - c) **Allow enough space for fill-ins** – Make sure blanks are large enough to accommodate the longest possible entry.
 - d) **Use dollar signs for currency fields** – Place a “\$” before any blank where a dollar amount will be entered.
 - e) **Submit in the correct format** – Tenant Tech uses PDF documents. Word files may be submitted, but they will be converted to PDF, and Tenant Tech is not responsible for any formatting issues caused during conversion.
 - f) **Do not submit scanned documents** – Scans will not be accepted.
 - g) **Include submission details** – Indicate (a) the state(s) where the document will be used, and (b) the form group it belongs to (e.g., Move-In Mandatory, Move-In Optional, Resident Letters). New form groups can be created upon request.
 - h) **Use original content** – All forms must be your own work. Tenant Tech enforces a zero-tolerance policy for plagiarism or copyright infringement.
 - i) **Send documents to the right place** – Email completed documents and submission details to support@tenanttech.com
- 3) **DISCLAIMER OF WARRANTIES.** ANY AND ALL FORMS PROVIDED BY TENANT TECH FOR USE BY CUSTOMER ARE FURNISHED “AS IS” WITHOUT WARRANTY OF ANY KIND. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR REVIEWING AND DETERMINING THE SUFFICIENCY, WHETHER LEGAL OR OTHERWISE, OF ANY FORM PRIOR TO

USE AND ASSUMES ALL RISK ASSOCIATED WITH SUCH USE. TENANT TECH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TENANT TECH MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY FORM IS LEGALLY SOUND, COMPLIANT WITH APPLICABLE LAW, OR SUITABLE FOR THE CUSTOMER'S PARTICULAR NEEDS, NOR THAT THE USE OF THE FORMS, OR ANY TRADEMARKS OR OTHER INTELLECTUAL PROPERTY CONTAINED THEREIN, WILL NOT INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY PATENT, COPYRIGHT, OR TRADEMARK RIGHTS.

- 4) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT TECH AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND THIRD-PARTY SUPPLIERS OR CONTRACTORS (COLLECTIVELY, THE "**TENANT TECH PARTIES**") SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR LIABILITY OF ANY KIND, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S USE OF ANY FORM OR ANY TRADEMARKS OR OTHER CONTENT CONTAINED THEREIN. IN THE EVENT ANY FORM IS DETERMINED TO BE DEFECTIVE DUE TO A MATERIAL ERROR INHERENT IN THE FORM ITSELF AND UNRELATED TO ANY USE CASE, TENANT TECH'S SOLE AND EXCLUSIVE OBLIGATION SHALL BE, IN ITS SOLE DISCRETION, TO EITHER (A) REPLACE SUCH DEFECTIVE FORM OR (B) REFUND THE AMOUNT PAID FOR THAT SPECIFIC FORM.

Grow Learning Management System, LLC Services ("GROW")

- 1) **License Grant.** Subject to Customer's compliance with the Terms and Conditions, GROW grants to Customer a limited, non-exclusive, non-transferable and non-sublicensable license to install, use and access the GROW Content for Customer's internal business use. Customer shall be solely responsible for any authorized or unauthorized access to GROW Content, and any actions taken thereunder. Customer shall comply with all applicable local, state, federal, and international laws, rules, and regulations in connection with its use and access of the GROW Content. The GROW Content shall be considered Confidential Information and access shall be limited to employees whose duties require such access. Additionally, during the term, GROW may utilize Customer's name, logo (text and graphics) for marketing content or links on its external and internal web sites, so long as GROW adheres to Customer's brand standards or other restrictions provided by Customer to GROW. For the purposes of these Product Specific Terms, "GROW Content" means GROW's proprietary content, videos or related products, including all computer instructions, source code, programs, algorithms, lines of code and application program interfaces in the GROW Content or other customized deliverables.
- 2) **LIMITATION OF LIABILITY (GROW CONTENT).** TO THE MAXIMUM EXTENT PERMITTED BY LAW, GROW AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND THIRD-PARTY SUPPLIERS OR CONTRACTORS (COLLECTIVELY, THE "GROW PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR LIABILITY OF ANY KIND, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S USE OF THE GROW CONTENT.

Anyone Home, Inc. Services ("AH")

- 1) **Telephone Calls.** Customer acknowledges that if the Services include any AH telephone call services to Customer and/or on Customer's behalf, including via Artificial Intelligence ("AI"), such services require notification be provided that the telephone call is being recorded (the "Required Notice"). That notice must be: "This call will be recorded and personal information may be collected to provide services and quality assurance. By continuing this call you are agreeing to our privacy policy which can be found at [Customer] website." Notwithstanding the foregoing, Customer has requested that its own employees, users and agents not receive a notification with every AH call that the call is being recorded and Customer (a) represents and warrants and covenants that it has provided or will provide such Required Notice to

all of Customer's authorized users, employees and agents in accordance with applicable law; and (b) agrees to indemnify AH if any of Customer's authorized users, employees and agents asserts claims or makes demands from AH in regards to a failure to provide a call recording notice. AH is relying fully on the request, representations, warranties and covenants in this paragraph in foregoing any such Required Notice to Customer's employees, users, and agents.

2) Communication Disclosures.

- a) Customer acknowledges that if the Services include AH providing any text messaging services to Customer and/or on Customer's behalf, users can opt into the text messaging service by texting the number of a specific property, after which they will receive a text message for each property asking them to confirm their choice to opt into messages concerning that property. That message must read: "You have opted in to receive text messages concerning this property. Reply STOP to cancel, START to resume, or HELP for assistance. Message & Data Rates May Apply." If the user opts in, the user must receive a text that states: "Thank you for confirming you would like to receive text messages about this property. If you change your mind at any time, reply STOP, or reply HELP for more information." AH reserves the right to modify the language in the text messages in its sole discretion in order to ensure continuing compliance with applicable law and Customer agrees to comply with all such modifications. Customer agrees to ensure any necessary privacy disclosures, including its privacy policy, reflect the collection and use of text messages for informational and/or marketing purposes.
- b) Customer agrees that if a user engages in a conversation via text, chat or phone with or through the Services, through an Artificial Intelligence (AI) chatbot or other feature, Customer acknowledges that the conversation will be started through a text or recorded message which (i) discloses the user is about to engage in a conversation with an AI-powered chatbot or feature, and that by continuing, the user consents to recording the conversation, (ii) provides a link or reference to Customer's privacy policy, and (iii) reads or says either: "Hi, I'm an AI leasing assistant for [Property/Company Name]. I can answer questions about availability, pricing, amenities, tours, and applications. If you agree, this conversation will be recorded. For further information see [Property/Company Name's] privacy policy."
- c) If a human is engaging in chat communications, Customer acknowledges that the conversation will be started with: "Hi, my name is [____], and I'd be happy to answer questions about availability, pricing, amenities, tours, and applications. Please note that this conversation will be recorded for quality control and training purposes. For further information see [Property/Company Name's] privacy policy."
- d) AH reserves the right to modify any disclosure communications in its sole discretion in order to ensure continuing compliance with applicable law and Customer agrees to comply with all such modifications.
- e) Customer acknowledges that if a user consents to receive text or chat messages, it is the user's responsibility to determine whether their mobile service provider supports text messaging, and if their service plan includes text messaging. Receipt of text or chat messages are subject to the terms and conditions of the user's service agreement(s) with their mobile service provider. Customer acknowledges that the user is responsible for any fees of any kind whatsoever imposed by their mobile service provider. AH reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the text messaging or chat service or to suspend the text messaging or chat service for scheduled or unscheduled maintenance, upgrades, improvements or corrections. AH may discontinue or suspend the text messaging or chat service at any time without prior notice, subject to applicable law. The text messaging and chat service is provided as a convenience and on an "AS IS," and "AS AVAILABLE," basis.
- f) Notwithstanding any other provision of the Agreement:
 - i) AH does not warrant the information provided herein or the use of text messaging or chat services generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. AH will not be responsible for any loss or damage that could result from interception by third parties of any information made available to users via a text or chat message;
 - ii) AH cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available as part of this text messaging or chat service;
 - iii) Neither AH, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage incurred in the event

- of any failure or interruption of the text messaging or chat service, or resulting from the act or omission of any other party involved in providing notifications, or from any other cause relating to user access to, inability to access, or use of the text messaging or chat service, whether or not the circumstances giving rise to such cause may have been within the control of AH or of any vendor providing software or services;
- iv) In no event will AH or any such parties be liable to Customer or user, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if AH or any other such party has been advised of the possibility thereof;
 - v) These limitations on liability include, but are not limited to, the transmission of any viruses which may infect equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure; and
 - vi) AH cannot and does not guarantee continuous, uninterrupted or secure text messaging or chat services.
- 3) **Data; Aggregated Statistics.** AH may monitor Customer's and each User's use of the AH Services and collect and compile aggregate and anonymized data and information related to Customer's and each User's use of the AH Services, including to compile statistical and performance information related to the provision and operation of the AH Services ("Aggregated Statistics"). Customer and each User hereby grants to AH a non-exclusive, royalty-free, perpetual, worldwide license to access, revise, reproduce, distribute, transfer, and otherwise use and display all Customer Data and to perform all acts with respect to such Customer Data as necessary for AH to provide the AH Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to access, revise, reproduce, distribute, transfer, and otherwise use and display Customer Data incorporated within the Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer, any User or Customer's Confidential Information. As between AH and Customer and each User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AH.
- 4) **Service Levels.** AH agrees to meet or exceed the following metrics for Contact Center Services: Across any consecutive fourteen (14) day period, AH is required to achieve the following Service Levels during operating hours: 90% of inbound calls are answered in 30 seconds or less, less than 3% of calls are abandoned, and 90% of inbound emails are answered in 120 minutes or less.
- 5) **Third-Party Invoice Processing Fee.** Without limiting or being limited by any other provision of the Agreement, if Customer requires AH to submit invoices through a third-party service that charges AH a fee, requires portal access or invoice uploads, or otherwise requires processing beyond delivery by email, Customer shall be charged a \$5 monthly fee per property.

IdentityGate, LLC - "ID FraudGuard" ("FG") Services

1. **Permitted Use.** Customer will use, and will permit individual prospective tenants, guests or applicants ("End Users") to use, the FG Services ("FG Services") solely for the limited purpose of validating the identity of an End User and helping to detect fraud in connection with various application and other processes, including enrollment, authentication, agreement execution, and/or sign-on processes, all in accordance and compliance with these Terms and Conditions (collectively, the "Permitted Use"). Customer shall not use, and shall not permit any End User to use, the FG Services or any Authorized Data (as defined below): (i) for any purpose other than the Permitted Use, and (ii) in any way that is not in compliance with all applicable laws.
2. **Required Notice and Consent:** Customer shall use the FG Services solely in compliance with, and only to the extent authorized under, the notice provided to each End User and the consent secured from such End User before accessing the FG Services. If the required notice and consent are not obtained, Customer shall not use the FG Services and shall use all reasonable efforts to prevent any End User from accessing the Services. Customer further agrees that it will use Authorized Data (as defined below) solely for the purposes for which the End User has provided consent.

3. **Customer Control and Responsibilities.** Customer acknowledges and agrees that: (a) Customer is solely responsible for determining whether to accept or reject any prospective End User for any purpose, and the identity-validation results provided through the FG Services, including any reports, identity attributes, results, indicators, and other data provided in connection with, through, or made available to Customer via the FG Services ("**Authorized Data**"), do not guarantee identity, detect fraud, or replace Customer's own compliance or risk-management obligations; and (b) the identity-validation results produced by FG are provided exclusively for validation and fraud-detection purposes. Customer shall not make any decision regarding an End User's application based solely on the results of the FG Services or Authorized Data and shall always consider additional evidence or other information relevant to the application, including, by way of example, information indicating potential identity fraud. *All decisions regarding an End User, including any prospective tenant's application or tenancy, are solely the responsibility of Customer, and Service Provider disclaims any and all responsibility or liability arising out of or relating to such decisions or the processes by which they are made.* Customer shall remain fully responsible and liable, at all times, for its acts and omissions and those of its employees, agents, contractors, subcontractors, and any other persons acting on its behalf in connection with the use of the FG Services.
4. **End User Options and Alternative Methods.** *Customer shall ensure that, at all times during the Term, all End Users are provided with: (a) an alternative method of identity validation that does not rely on the FG Services, which may include, as an example, onsite, in-person verification; and (b) an alternative method for completing a lease application, whether electronic or physical, that does not require use of the FG Services, which may include a physical paper application.* If an End User provides acceptable alternative identification at any point during any process, Customer shall ensure that the End User is routed to the appropriate step or place in the process and the platform, whether electronic or physical.
5. **Image Processing; No Biometric Data.** To the extent any Authorized Data includes images of an End User, Customer acknowledges and agrees that: (a) Customer will not convert any such images into biometric templates, will not manipulate such images beyond what is necessary for the Permitted Use, and will promptly delete any images under Customer's control once they are no longer needed or legally permissible for the Permitted Use; (b) Customer will clearly notify End Users that an image will be captured and stored and will provide a mechanism through which End Users may track and request deletion of their images; and (c) Customer will ensure that any third party assisting Customer with any aspect of the Permitted Use complies with the requirements of this Section 5. Customer agrees and acknowledges that neither it nor Service Provider will receive or process any biometric data in connection with the use of the FG Services, and that Customer will not convert or attempt to convert any images received through the FG Services into a biometric template or otherwise manipulate or use any images received for any purpose other than the Permitted Use for which End User consent has been obtained.
6. **Restrictions; Data Minimization; Deletion.** Customer shall ensure that it and all End Users request, access, use, process, and upload only the minimum data reasonably necessary to accomplish the Permitted Use. Customer shall not sell, rent, transfer, or otherwise disclose any Authorized Data and shall not use any Authorized Data for targeted advertising, analytics, profiling or for any purpose other than the Permitted Use. Customer shall promptly delete all Authorized Data under its control once it is no longer required for the Permitted Use and shall retain such data only for so long as legally required under applicable law. Customer further acknowledges that Service Provider and its subcontractors or other third parties supporting the FG Services may, in their discretion or as required by law, erase, purge, or delete any data, including Authorized Data, from the FG Services at any time, with or without prior notice.
7. **FCRA Disclaimer. THE FG SERVICE IS A NON-FAIR CREDIT REPORTING ACT (FCRA) SERVICE. THE FG SERVICE DOES NOT PROVIDE CONSUMER REPORTS AND MAY NOT BE USED TO**

APPROVE, DENY OR OTHERWISE DETERMINE ELIGIBILITY FOR HOUSING OR LEASING DECISIONS OR OTHERWISE TO BEAR ON THE SUBJECT'S CREDIT WORTHINESS, CREDIT STANDING, CREDIT CAPACITY, CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. THE FG SERVICE AND THE AUTHORIZED DATA ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND INTENDED SOLELY TO SUPPORT FRAUD-PREVENTION EFFORTS. IF ANY AUTHORIZED DATA IS INCONCLUSIVE OR INDICATES A POTENTIAL MISMATCH OR UNDETERMINABLE IDENTITY, ADDITIONAL ALTERNATIVE METHODS MUST BE USED, MEASURES TAKEN AND OPPORTUNITIES PROVIDED TO THE SUBJECT TO SUPPLEMENT THIS REPORT AND CONFIRM THE SUBJECT'S IDENTITY IN ACCORDANCE WITH APPLICABLE LAWS AND INTERNAL POLICIES. THE FG SERVICE AND ANY AUTHORIZED DATA MAY NOT BE USED IN CONNECTION WITH ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR A PURPOSE, GOOD, OR SERVICE ENUMERATED IN 15 U.S.C. § 1681(a)(d). CUSTOMER HEREBY ACKNOWLEDGES, AFFIRMS, AND AGREES THAT IT HAS READ AND FULLY ACCEPTS THIS FCRA DISCLAIMER (THIS SECTION 7) IN ITS ENTIRETY.

8. **Indemnification.** Customer shall fully defend, indemnify, and hold harmless Service Provider and its affiliates, and each of their respective officers, directors, employees, agents, and contractors, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, settlements, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) Customer's breach of any obligation, restriction, representation, or requirement set forth in these FG Service Product Specific Terms; (b) Customer's misuse, unauthorized use, or prohibited use of the FG Service or Authorized Data; (c) Customer's failure to obtain or maintain any notices, consents, or disclosures required to be provided to End Users; (d) Customer's violation of any applicable law, including privacy, biometric, consumer-protection, or identity-verification laws, in connection with its use of FG Services; (e) Customer's failure to comply with applicable data-deletion, retention, security, or incident-notification obligations; and (f) Customer's use of the FG Services in connection with any eligibility determinations governed by the Fair Credit Reporting Act or any similar laws. This FG Service-specific indemnification is in addition to, and not a limitation of, Customer's indemnification obligations under the Agreement and applies solely with respect to Customer's use of the FG Services.

Resident AI Agent, Leasing AI Agent and Maintenance Assistant

The following additional terms ("**Resident/Leasing AI Terms**") apply to the use of the AI Service offered as Resident AI Agent, Leasing AI Agent and/or Maintenance Assistant ("**Resident/Leasing AI Services**") offered in conjunction with the Agreement.

1. **Permitted Use.** Customer will use, and will permit individual prospective tenants, guests or applicants ("**End Users**") to use, the Resident/Leasing AI Services solely for the limited purpose of reporting and managing routine property-management and leasing/lease related inquiries and reports, all in accordance and compliance with these Terms and Conditions (collectively, the "**Permitted Use**"). Customer shall not use, and shall not permit any End User to use, the Resident/Leasing AI Services (i) for any purpose other than the Permitted Use, and (ii) in any way that is not in compliance with all applicable laws.
2. **Service Content and Use.** Customer will submit property details and content ("**FAQ Content**") for communications with its End Users. Customer shall be solely responsible for loading and configuring any End User-permissioned contact information, as well as FAQ Content in accordance with documentation provided, any authorized or unauthorized access to the Resident/Leasing AI Service, and any actions or inactions taken thereunder. To the extent any templates or content messaging is provided by Service Provider, they are intended to be used as examples only and are not tailored for any specific purpose or legal requirement.

3. **Acceptable Use.** THE RESIDENT/LEASING AI SERVICES ARE INTENDED FOR ROUTINE PROPERTY MANAGEMENT AND LEASING/LEASE-RELATED COMMUNICATIONS AND SHALL NOT BE USED FOR ANY PERSONAL OR PROPERTY-RELATED EMERGENCY REPORTING. THE RESIDENT/LEASING AI SERVICES ARE AN AI SERVICE AND ARE SUBJECT TO ALL DISCLAIMERS OF THE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION ALL AI SERVICE DISCLAIMERS. CUSTOMER SHALL EXPRESSLY COMMUNICATE SUCH RESTRICTIONS AND DISCLAIMERS TO ALL END USERS, INCLUDING WITHOUT LIMITATION ANY TENANT OR RESIDENT USERS. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VALIDATING OUTPUTS BEFORE RELYING ON THEM AND FOR ALL DECISIONS, ACTIONS, AND COMPLIANCE OBLIGATIONS ARISING FROM THEIR USE OF THE SERVICE. Customer shall at all times (a) obtain and maintain all consents, authorizations, and opt-in permissions required for any communications facilitated through the Resident/Leasing AI Service, including without limitation all Input submitted by Customer or its End Users, (b) ensure that all such communications comply with applicable law, and (c) ensure the accuracy, legality, and appropriateness of any communications, including without limitation, FAQ Content (content, scripts, templates, and data provided by Customer), or submitted by End Users. Customer will not (and will obligate any End User to) use the Service in a manner that (i) violates applicable law, (ii) infringes or misappropriates any third-party rights, (iii) is defamatory, harassing, or fraudulent, (iv) is discriminatory or intended to produce discriminatory outcomes in violation of applicable law, or (v) transmits unsolicited or unlawful communications. Service Provider and/or any third-party provider of the Services shall have the right to suspend or terminate Customer's or any End User's use of the Resident/Leasing AI Services in the event of any violation of this use policy.

4. **Indemnification.** Customer shall defend, indemnify and hold harmless the Service Provider Indemnified Parties against any and all Claims arising from or related, directly or indirectly: (a) Customer's breach of any obligation, restriction, representation, or requirement set forth in these Product Specific Terms; (b) Customer's or its End Users misuse, unauthorized use, or prohibited use of the Service; (c) Customer's failure to obtain or maintain any notices, consents, or disclosures required to be provided to End Users; (d) Customer's violation of any applicable law, including privacy, consumer-protection, or telecommunication laws, in connection with its use of Services; and (e) Customer's failure to comply with applicable data-deletion, retention, security, or incident-notification obligations. This service-specific indemnification is in addition to, and not a limitation of, Customer's indemnification obligations under the Agreement and applies solely with respect to Customer's and each User's use of the Resident/Leasing AI Services.

5. **Third Party Beneficiary.** To the fullest extent permitted by applicable law, Service Provider may, in its sole discretion and by written designation at any time, deem any third party provider of the Services and/or Service Provider Indemnified Parties (collectively, "**Designated Beneficiaries**") to be a third-party beneficiary of this Agreement and this Addendum, entitled in their own name to directly enforce any provision of the Agreement or this Addendum identified by Service Provider as being for their benefit, including any remedies for breach available at law or in equity, including without limitation all provisions of this Addendum, as well as Sections 3, 7, 8, and Appendix 1 of the Agreement. This clause (a) creates no rights in any person or entity that is not a Designated Beneficiary by Service Provider; and (b) does not limit any right, defense, setoff, limitation of liability, exclusion of damages, arbitration or forum selection provision, or other contractual protection available to either party, all of which apply equally to any claim or cause of action brought by a Designated Beneficiary as if brought by Service Provider.

AI Invoice

The following additional terms ("**AI Invoice Terms**") apply to the use of the AI Service offered as AI Invoice ("**AI Invoice Service**") offered in conjunction with the Agreement.

1. **Grant of Use Rights.** Customer's right to access and use the AI Invoice Service (i) is valid during (x) such time that Company has an agreement in place with its third party vendor providing the AI Invoice Service ("Vendor") allowing Company to provide the AI Invoice Service and (y) the Term of Customer's

agreement Service Provider (together the "AI Invoice Service Term"), (ii) is for internal business purposes only (including property management services) and for no other purpose, and (iii) shall be a non-exclusive, non-transferable right. Customer and the Customer Authorized Users (defined below) will use the AI Invoice Service only in compliance with the Agreement, these additional terms and all applicable laws and regulations.

2. **Customer Authorized Users.** The AI Invoice Service may only be accessed by employees or representatives of Customer, in each case authorized by Service Provider or Customer, in Service Provider's discretion ("**Customer Authorized Users**") who (i) have been properly issued a valid password and username ("**Credentials**"). Customer shall be responsible and liable with respect to access and use of the AI Invoice Service by its Customer Authorized Users, including ensuring that all Customer Authorized Users comply with all of the obligations and restrictions set forth herein.

3. **Customer Service Data and Third Party Materials.** Customer hereby grants to Service Provider and Vendor and such other relevant service providers a limited, nonexclusive, irrevocable royalty-free right and license during the AI Invoice Service Term to access, store, reproduce, display, handle, perform, transmit, test, modify, process, combine with other data, and otherwise use Customer Service Data (defined below) (i) as necessary for performance of Service Provider or Vendor's obligations and exercise of Service Provider or Vendor's rights in providing the AI Invoice Service; (ii) as required by applicable law; and (iii) to create data, solely in de-identified and aggregated form in accordance with industry-standard anonymization practices ("**Aggregated Data**"). Upon termination or expiration of the AI Invoice Service Term, Vendor and, except to the extent otherwise allowed in the Agreement, Service Provider, shall cease use of Customer Service Data. Customer hereby grants to Service Provider and Vendor a limited, nonexclusive, perpetual, irrevocable, royalty-free license, during and after the AI Invoice Service Term, to access, store, reproduce, display, handle, perform, transmit, test, modify, process, combine with other data, disclose and otherwise use Aggregated Data for any lawful purpose in connection with Service Provider and Vendor's operation, maintenance, security, and improvements of its products and the AI Invoice Service (including the development of derivative works thereof). Customer agrees that each of Service Provider and Vendor shall own all right, title, and interest in all Aggregated Data and in such improvements and derivative works, provided that such ownership shall not include any identifiable elements of Customer Service Data. Customer consents to Service Provider's and Vendor's processing of Customer's personal data for purposes of providing the AI Invoice Service.

4. **General Restrictions.** Customer and its Customer Authorized Users will not, directly or indirectly: (i) reverse engineer, decode, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the AI Invoice Service or any software (including documentation and data provided with such software) related to the AI Invoice Service ("**Software**"); (ii) copy, in whole or in part, the AI Invoice Service, Software or any component thereof; (iii) modify, enhance, translate, combine with other programs, or create derivative works based on the AI Invoice Service or any Software (except to the extent expressly permitted by Vendor or authorized within the AI Invoice Service); (iv) sublicense, sell, rent, lease, transfer, distribute, or use the AI Invoice Service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (v) remove any proprietary notices or labels. These restrictions are in addition to the general Use Restrictions specified in the Agreement.

5. **Indemnity.** Customer hereby agrees to indemnify and hold harmless Service Provider and Vendor against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the AI Invoice Terms or otherwise from Customer's or a Customer Authorized User's use of the AI Invoice Service, including any and all claims by or on behalf of any Customer Authorized User (except to the extent such claims directly arise from Vendor's fraud, willful misconduct, bad faith or gross negligence or breach of this Agreement). This AI Invoice Service-specific indemnification is in addition to, and not a limitation of, Customer's indemnification obligations under the Agreement.

6. **Export Restrictions.** Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under the Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export AI Invoice Service. The AI Invoice Service, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the AI Invoice Service are not being and will not be acquired

for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

7. **Suspension.** Service Provider and/or Vendor may suspend Customer's and/or a Customer Authorized User's access to the AI Invoice Service due to a Customer Suspension Event. Once the Customer Suspension Event is resolved, Vendor will promptly restore access to the AI Invoice Service in accordance with these AI Invoice Terms. "Customer Suspension Event" means (a) Customer or a Customer Authorized User is in breach of the Agreement, (b) Customer or a Customer Authorized User is in material breach of these AI Invoice Terms, or (c) the use of the AI Invoice Service by Customer or a Customer Authorized User is threatening, or is reasonably likely to threaten, material adverse harm to the AI Invoice Service or others. Where curable, such suspension shall be lifted upon cure of the Customer Suspension Event.

8. **Security.** As a condition to Customer's and the Customer's Authorized Users access to and use of the AI Invoice Service, Customer shall establish security systems which, at a minimum, shall include mechanisms designed to (i) detect and terminate the unauthorized use of or access to the AI Invoice Service, (ii) safeguard the integrity and validity of the Credentials, and (iii) prevent unauthorized access to and protect all electronically stored, processed or transmitted information. Customer shall promptly inform Service Provider and Vendor of any unauthorized use of the AI Invoice Service or breach of the AI Invoice Terms by itself or any of the Customer Authorized Users and inform Service Provider and Vendor of the steps being taken to terminate such unauthorized use or breach.

9. **Malicious Code.** Customer will not upload or transmit Customer Service Data through the AI Invoice Service that is disruptive or harmful to the AI Invoice Service, including, without limitation, malicious code, or that may be considered defamatory, offensive, abusive, obscene, menacing, or that infringes on any intellectual property rights. If any such disruptive content is introduced, Customer will, to the extent practicable, promptly take commercially reasonable action to remove it and mitigate any effects.

10. **Rights to Data.** Customer is solely responsible for ensuring the accuracy, completeness, validity, authorization for use (including transmission and processing of all such data as permitted by this Agreement) and integrity of all Customer Service Data provided to Vendor, regardless of form or format. "**Customer Service Data**" is the data provided to Vendor by a Customer or by Service Provider on behalf of a Customer to enable the provision of the AI Invoice Service, which includes all accounts payable data, Customer information data, documents, metadata, usage data, analytics, and other related data assets that contain or relate to any Customer who uses or accesses the AI Invoice Service. Customer will be required to provide certain Customer Service Data to the AI Invoice Service to enable its operation, and Customer acknowledges that the AI Invoice Service is designed to act on direction given to it by Customer, and Customer is responsible for such direction and the results thereof.

11. **Training.** Customer acknowledges and agrees that to provide the AI Invoice Service, Vendor utilizes an AI-powered invoice ingestion and coding platform, which uses machine learning, large language models, predictive algorithms, and pattern-recognition to generate invoice coding predictions using Customer Data. Customer consents to Vendor's utilization of such AI-powered platform to provide the AI Invoice Service. Accordingly, Customer Data will be (A) included in AI-related designs, databases, or models; and (B) used to train, or otherwise enhance the capabilities of, AI (including AI designs, models, or tools) or used to develop or enhance AI (including AI designs, models, or tools); provided that no Customer Data will be used by Vendor to train, or otherwise enhance any shared, cross-customer, public or third-party large language model or AI System.

12. **Disclaimer.** IN ADDITION TO ANY OTHER DISCLAIMER IN THE AGREEMENT, SERVICE PROVIDER AND/OR VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE AI INVOICE SERVICE, AND DOES NOT WARRANT THAT THE AI INVOICE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES EITHER SUCH PARTY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE AI INVOICE SERVICE. THE AI INVOICE SERVICE IS PROVIDED "AS IS", NEITHER SERVICE PROVIDER NOR VENDOR MAKES ANY OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND, AND EACH OF SERVICE PROVIDER AND VENDOR HEREBY DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

13. **Limitation of Liability.** IN ADDITION TO ANY OTHER LIMITATION SPECIFIED IN THE AGREEMENT, NEITHER VENDOR AND/NOR SERVICE PROVIDER SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORY: (1) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, AI INVOICE SERVICE OR TECHNOLOGY OR LOSS OF BUSINESS; OR (2) FOR ANY MATTER BEYOND VENDOR'S AND/OR SERVICE PROVIDER'S REASONABLE CONTROL.

14. **Third Party Beneficiary.** To the fullest extent permitted by applicable law, Service Provider may, in its sole discretion and by written designation at any time, deem Vendor or any third party provider of the AI Invoice Service (collectively, "Designated Beneficiaries") to be a third-party beneficiary of this Agreement and these AI Invoice Terms, entitled in their own name to directly enforce any provision of these AI Invoice Terms (or such related provisions as may be incorporated or referenced in the Agreement as determined by Service Provider) identified by Service Provider as being for their benefit, including any remedies for breach available at law or in equity. Vendor is a Designated Beneficiary of this these AI Invoice Terms (and solely to the extent applicable provisions to effectuate the intent herein are contained with the Agreement, the Agreement). This clause (a) creates no rights in any person or entity that is not so designated as a Designated Beneficiary by Company; and (b) does not limit any right, defense, setoff, limitation of liability, exclusion of damages, arbitration or forum selection provision, or other contractual protection available to either party, all of which apply equally to any claim or cause of action brought by a Designated Beneficiary as if brought by Service Provider.