

## Terms and Conditions

THESE TERMS AND CONDITIONS (this “Terms and Conditions”) govern the acquisition and use of services specified on the Order Form, to which these Terms and Conditions are attached, provided by the service provider indicated on the Order Form (“Company”) to the customer entity (“Customer”) indicated on the Order Form. By executing the Order Form, Customer agrees to the following (the Order Form and these Terms and Conditions together, the “Agreement”):

### 1. Services

The services provided by Company to Customer, as such services may be updated and improved from time to time by Company at its sole discretion, consist of one or more of the following, as indicated on the Order Form (collectively, the “Services”): (1) a suite of web-based property management software (“Software”), (2) digital marketing website and advertising solutions, (3) technical and/or professional services, (4) provision of documentation or other tangible or intangible work product and/or (5) any other type of service as may be indicated on the Order Form or appended to this Agreement at any time.

### 2. License

Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a limited, non-exclusive, non-transferable license to use only those portions of the Services that are expressly identified on the Order Form, subject to and in accordance with the terms of this Agreement, as may be amended or supplemented. Customer grants Company a perpetual, worldwide, irrevocable, royalty-free, transferable, license to access, edit, store, enhance, modify, adapt, translate, copy, reproduce, distribute, transmit, broadcast, publish, perform and display publicly, prepare derivative works of, and otherwise use Content (as defined below) in order to provide the Services, and to sublicense such rights through multiple tiers. The license granted under this Agreement is a license and not an agreement for sale.

### 3. Use

(a) Subject to the prohibitions set forth below, during the term of this Agreement, Customer must (1) access and use the Services for Customer’s internal business operations and will not permit the Services to be used by or for the benefit of any party except Customer and any applicable end users, and in accordance with the specifications set forth in any documentation relating to the Services provided by Company, unless as otherwise expressly authorized by Company in writing, (2) access and use the Services in the ordinary course of its business, (2) access and use the Services in a manner consistent with the intended use of such Services. (b) Notwithstanding any other provision herein, Customer shall not: (1) Licensee shall not modify, copy, duplicate, reproduce, decompile, reverse-engineer, or sublicense the Software or Services, (2) use any portion of the Services to create, directly or indirectly, any software or service without the express written permission from Company; (3) access or use the Services if Customer is a direct or indirect competitor of Company or provide any portion of the Services to any direct or indirect competitor of Company; (4) use the Services to provide information to any third party, unless expressly permitted herein, (5) have the right 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 provided herein, (6) transmit or share identification or password codes to persons or third parties other than authorized users known and approved by Company and (7) use any portion of the Services in a manner that would violate any U.S., United Kingdom, Canadian, European Union or other international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including competition, marketing, advertising, defamation, securities, spam and privacy laws.

### 4. Content

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Customer is responsible for the content, information, data, text, software, music, sound, photographs, graphics, video messages or other materials (“Content”) uploaded or entered to be used through the Software and/or Services. Customer owns the Content or has been authorized to provide the Content by its owner. Except as otherwise permitted under this Agreement, Company will not share Licensee’s Content without the consent of the Licensee. Customer represents and warrants to Company that (a) Customer owns or otherwise has the legal right to use all Content, (b) the Content is not disruptive or harmful to the Software or Services, and (c) the Content is not in violation of any law, rule or regulation of any applicable jurisdiction. Company reserves the right to modify the Content and to remove or reject any Content or portion thereof from use in the Services in its sole discretion without notice. Customer retains ownership of its Content and during the term of this Agreement agrees that Company may use the Content as necessary to support Customer and its use of the Services. Company, upon Customer’s reasonable request, agrees to provide assistance to the Customer in retrieving Content used as part of the Services to the extent practicable. Content requested by the Customer may be provided through API, XML, CSV file or other mode of transmission as determined by the parties. If Customer’s request for data requires custom programming from Company, standard customization charges may apply.

### **5. Term; Termination**

Unless as otherwise indicated on the Order Form, the initial term of the Agreement commences on the date of last signature on the Order Form “Effective Date” for a period ending on the final day of the twelfth month after the Effective Date, unless otherwise specified on the 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 90 days’ prior to the end of the Initial Term or then-current Renewal Term, as applicable or (ii) earlier terminated as provided in this Agreement. The Services are subject to fee increases as more fully set forth in Section 6. Upon Customer’s breach of any term of this Agreement that leads to a termination of this Agreement, all fees payable under the Agreement through the end of the Term shall become immediately due and payable in full, and in addition to the foregoing, Company’s remedies shall include any damages and relief available at law or in equity and all licenses granted by Company to Customer hereunder be terminated and Customer shall not have any right to use or exploit in any manner, the Services or, if termination is with respect to an Order Form(s), only, the Services related to the terminated Order Form. In addition, upon any termination of the licenses granted hereunder in accordance with the foregoing, the Customer shall promptly deliver all copies and embodiments of any work product or deliverable licensed to the licensing party hereunder that are in its possession or under its control. In the event that any of Customer’s properties for which they received any Services are sold to a third party during the term of this Agreement (a “Change Event”) Customer may give Company notice with evidence of the Change Event. Within 30 days, Company shall review such Change Event and, if approved in Company’s sole discretion, remove such property from the Agreement and reduce Customer’s fees owed under the Agreement by the pro-rata amount of fees owed for the Services applicable to such property, which will be effective on the next invoice following Company’s approval. For the avoidance of doubt, in the event of a Change Event, Customer shall be responsible for all fees hereunder relating to such affected property up until the date of the Change Event.

### **6. Fees and Payment Terms**

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. All payments indicated on any invoice delivered to Customer are due by Customer upon its receipt of such invoice. In addition to anything set forth herein, Company may (a) at the start of a Renewal Term, increase Customer’s fees for any or all Services by up to three percent (3%); and (b) at any time during a Renewal Term increase Customer’s fees or charge other fees for any portion of the Services, provided, that if Customer does not agree to the increase or charge implemented solely

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under this Section 5(b), then Customer may give Company written notice of termination within sixty (60) days of Company's notice of such increase or charge, in which case Customer shall continue to pay the fees in place before the proposed increase or charge until the last day of the calendar month in which Customer's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Services on such date. If payment is made by credit card, Customer expressly authorizes Company to automatically charge the applicable charge or debit the applicable account on a regular basis during the Term (unless otherwise agreed by the parties) and agrees that any fee increase made in accordance with this Section 6 may also be charged/debited in the same manner, and Customer may, in Company'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. All fees and other payment obligations hereunder are non-cancellable and all amounts paid are nonrefundable. Customer agrees that continued use of the Services is dependent on the continued payment of the fees hereunder and in compliance with the terms of this Agreement. All fees shall be due and payable by Customer's upon its receipt of an applicable invoice from Company. Company may suspend Customer's access to the Services if it fails to comply with the terms of this Agreement, if Company suspects unlawful, fraudulent, abusive, obscene, malicious or inappropriate or if any fees owed (software fees, monthly maintenance fees, connection fees, or any combination of these fees) are overdue. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the greater of three (3%) per month of the total late balance or the maximum rate permitted under applicable law. Customer may also be subject to a reactivation fee at the then-current reactivation fee rate as established by Company in addition to the amount of past due fees. Company 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 Company issues Customer a credit for Services not yet provided, ResidentIQ 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.

### **7. Taxes**

All amounts payable under the Agreement 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 Company; and (ii) reflect the net cash payable to Company, 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.

### **8. Ownership**

Customer acknowledges and agrees that, as between Customer and Company, the Services (including, without limitation, are proprietary to Company and its licensors, and Company and such licensors retain exclusive ownership of the same throughout the world, including all intellectual property rights embodied therein. Company shall have no right or interest in any portion of the Services except the right to use the Services as set forth herein.

For the avoidance of doubt, any: (a) materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, software, methods of operation, systems, processes, designs and other intellectual property, whether or not reduced to practice and whether or not patentable (collectively, "Intellectual Property"), developed by Company in the performance of the Services (including, without limitation, the HTML or other formatting code, source code and object code of any software and the documentation related thereto, if any) and all modifications, enhancements or derivative works thereof (the "Newly-Developed Materials"); and (b) all Intellectual Property provided or used by Company in the performance of the Services (including all such HTML

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or other formatting code, source code and object code of any software owned or developed by Company prior to the Effective Date) and all modifications, enhancements or derivative works thereof (the "Pre-Existing Company Materials"; the Newly-Developed Materials and the Pre-Existing Company Materials collectively, the "Company Content"), shall be the sole and exclusive property of Company.

The Services and Company Content are protected by copyright, trade secret, and other intellectual property laws. Customer acknowledges that the Services and Company Content constitute the valuable property and confidential copyrighted information of Company and its licensors (collectively, the "Proprietary Information"). Customer agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge Company's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure or rights management information included in the Services and Company Content. Customer shall be liable for any violation of the provisions of this Agreement by any Customer user and by Customer's employees, contractors, affiliates and agents and for any unauthorized use of the Services by such persons. Without Company's consent, Customer may not use or reproduce any trademark, service mark or trade name of Company or its licensors. Nothing in this Agreement will restrict Company from freely using for any purpose, without compensation, any Licensee idea, suggestion, enhancement or other feedback relating to the Services or new products, features or tools, or any portion thereof.

Except for Company's use of Customer's name on Company's customer-lists, neither party shall have the right to use the name(s), logo(s) and/or trademark(s) of the other (on its web site or otherwise) without the express written consent in each instance of the party whose name and/or trademark(s) are desired to be used.

### **9. Licensee Obligations**

Customer hereby agrees that it will (i) keep its passwords, if any, to the relevant parts of the Services secure and confidential; (ii) use commercially reasonable efforts to prevent unauthorized access to its account(s), and notify Company immediately of any such access; (iii) use the Services only in accordance with this Agreement and applicable law and (iv) use commercially reasonable efforts to prevent unauthorized access to its account, and notify Company immediately of any such access. Customer further agrees that in the event it elects to use any Services relating to the provision by Company to Customer of rental pricing software/services for use in Customer's properties and/or units, Customer shall (y) review such pricing independently and make independent decisions as to such rental pricing on at least a weekly basis and (z) use other rental pricing sources to help Customer determine rental pricing for its properties and/or units.

### **10. Technical and Professional Services**

As part of the Services, Company may provide technical and/or professional services to Customer ("Professional Services"). The Professional Services shall be performed by Company in accordance with the terms and conditions of this Agreement and in a professional and workmanlike manner. Company in its sole discretion shall determine the manner in which the Professional Services shall be performed and the specific hours to be worked by Company and any personnel thereof. Company shall work as many hours as may be reasonably necessary to fulfill Company's obligations under this Agreement.

### **11. Service Specific.**

In the event Customer receives any of the specific services in listed in Exhibit A, attached hereto and incorporated herein, Customer agrees to the additional terms and conditions for such Services in Exhibit A, where applicable.

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### **12. Confidential Information**

(a) For purposes of this Agreement, "Confidential Information" shall mean proprietary information or data, trade secrets (including, without limitation, various computer systems and programs, techniques, developments, improvements, inventions, and processes that are, or may be, produced in the course of the party's operations, including any other information not generally known concerning the party's or its operations, which, if used or disclosed, could adversely affect the party's business or give competitors an advantage) and any other information designated as confidential by either party. (b) Except for Personal Data, Confidential Information does not include information which (i) has become publicly known and made generally available through no act of the receiving party; (ii) is developed by the receiving party without use of the Confidential Information of the other party as evidenced by the receiving party's written records; or (iii) is disclosed to the receiving party by a third party who is not under an obligation to preserve its confidentiality. "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. (c) Each party to this Agreement must keep the other party's Confidential Information confidential and use it only as necessary to perform the receiving party's obligations under this Agreement. Neither party acquires any rights in the other party's Confidential Information except as specifically set forth in this Agreement. The receiving party must destroy or return to the disclosing party (at the disclosing party's direction) all tangible materials that are the disclosing party's Confidential Information upon the disclosing party's request or upon termination of this Agreement. (d) If Confidential Information of a party is required to be disclosed pursuant to any applicable laws, the receiving party shall give the disclosing party reasonable prior written notice of any such anticipated disclosure and shall cooperate with the disclosing party's efforts to obtain a protective order.

### **13. Online Maintenance and Services**

Company will provide support services for the Services. Customer shall promptly notify Company of any issues or problems requiring support and provide accurate and detailed descriptions of the reported issues. Upon receipt of a notice from Customer, Company will promptly review the issue and will provide, if any, commercially reasonable solutions.

### **14. Additional Services; Customization**

By signing this Agreement, Customer acknowledges that Company has not agreed to provide any Services, customization or other functionality beyond what is provided in the Order Form. Any additional services, customization or functionality provided will be subject to additional fees and must be mutually agreed upon in writing by the parties.

### **15. Representation and Warranties**

Customer represents and warrants that: (i) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) neither this Agreement nor its performance of its obligations hereunder shall place Customer in breach of any other contract or obligation; and (iii) the provision by Customer of the Content and Company's use of it in accordance with this Agreement shall not in any way constitute an infringement or other violation of any copyright, trademark, trade secret or patent of any third party. Customer further represents and warrants that shall work with Company in good faith and in a timely manner, provide Company with all applicable information concerning the Services as may be reasonably required by Company,

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provide the relevant and experienced Customer personnel in connection with the rendering and provision of the Services where applicable.

### **16. Disclaimer of Warranty**

THE SERVICES AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COMPANY MAKES NO WARRANTIES. COMPANY FURTHER DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY COMPANY, AND (5) THAT ACCESS TO OR USE OF SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### **17. Limitation of Liability**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COMPANY PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICES, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SERVICES, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE SERVICE. (b) UNDER NO CIRCUMSTANCES WILL THE COMPANY 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 THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 17 IS INDEPENDENT OF CUSTOMER'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. THE COMPANY PARTIES SHALL NOT BE HELD LIABLE IN ANY CIRCUMSTANCES FOR ANY CONNECTIVITY ISSUES WITH THIRD PARTY INTEGRATION COMPANIES, AND WILL NOT BE HELD LIABLE FOR ANY ISSUES RELATED TO THE UTILIZATION OF ANY COMPANY API. (c) THE COMPANY PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF SERVICES SHALL BE LIMITED TO CUSTOMER'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **18. Indemnification**

Customer agrees to defend, indemnify and hold harmless Company, its affiliates, and approved assignees, and their partners, directors, officers, employees and agents for all costs and expenses including, without limitation, attorney's fees, associated with the defense and settlement of any threatened, pending or completed claim, demand or action (a "Claim") resulting from, arising out of or relating to (1) Customer's negligence, willful misconduct, fraud or misrepresentation, (2) any patent, or any copyright or other intellectual property infringement claim by any third party, (3) Customer's use of any Services related to Customer pricing its property or rental units and (4) Customer's use or application of the Services in contravention of the terms of the

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Agreement or violation of applicable laws, rules or regulations and shall pay any judgments or settlements based thereon; provided, that Company shall give Customer prompt written notice of the Claim (provided, however, that Company's failure to provide such notice shall not relieve Customer of its indemnification obligations except to the extent it is prejudiced thereby), sole control of the proceedings or settlement, and, at Customer's expense, reasonable cooperation, information and assistance in the defense or settlement negotiations. Company may, at its own expense, reasonably assist in such defense if it so chooses, provided that Customer shall control such defense and all negotiations relative to the settlement of any such Claim. This Section shall survive the expiration or termination of the Agreement for any reason. Solely with respect to any Claim under any laws, rules or regulations pursuant to the Section above, if for any reason the foregoing indemnity is unavailable to any Company Party, Company shall be entitled to seek in a court of competent jurisdiction Customer's contribution to such Claim under any legal or equitable theories available to it.

### **19. Privacy.**

(a) When the General Data Protection Regulation (Regulation (EU) 2016/679), as amended or supplemented, applies to your use of Services to process Customer data (such as data from the European Union), you agree to notify us and execute a Data Processing Addendum. (b) Company will handle any Personal Data relating to the personnel of Customer and third parties acting on behalf of Customer (the "Personnel") that is provided to Company or third parties acting on the behalf of Company for the purposes of this Agreement in accordance with the handling practices described in Company's applicable privacy notices. Customer consents, and will ensure that the Personnel to whom such Personal Data relates, understand the collection, storage, use, disclosure and processing of Personal Data of the Personnel by Company and third parties acting on Company's behalf in accordance with such applicable privacy policies for the purposes of this Agreement, including without limitation to provide the Services or to communicate with Customer and its Personnel. Customer represents and warrants that it is entitled in accordance with applicable laws to provide such Personal Data to Company and third parties acting on Company's behalf for the purposes of this Agreement. Customer acknowledges, and will ensure that the Personnel to whom such Personal Data relates are aware, that their Personal Data may be transferred to other countries outside the domicile of Customer or those Personnel, and that the protections afforded Personal Data under applicable laws and regulations may not be comparable or as protective as such data is protected in their domicile.

**20. Entire Agreement.** The Agreement (including any exhibits thereto, these Terms and Conditions and the Order Form(s) which are incorporated herein by this reference) and any other documents expressly contemplated hereby 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. 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.

### **21. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the state of Delaware. Any legal action or proceeding arising out of or relating to this Agreement shall be exclusively brought in the state or federal courts located in the State of Delaware. The parties irrevocably consent to the personal jurisdiction and venue of such courts.

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### **22. No Assignment**

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without the prior written approval of Company. Such approval will not be unreasonably withheld. This Agreement shall be binding upon successors and assigns.

### **23. 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.

**24. 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. 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 the parties. Notwithstanding the foregoing, Customer agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes, which may be modified by Company. Unless otherwise set forth in an Order Form, any additional Order Form will incorporate the terms and conditions of the Agreement.

### **25. General**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party stated below by personal delivery, certified mail, postage prepaid, or recognized overnight delivery services. Company is acting as an independent contractor with respect to the Services. The provisions of Sections 6, 7, 8, 9, 12, 15 through 26 hereof will survive nonrenewal or termination of this Agreement.

### **26. Contracting Entity.**

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 (1) the Service Providers are each Affiliates and (ii) the Service Provider entering into this Agreement 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. "Affiliate" means any corporation or other entity that directly



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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>Services Customer is Ordering:</b>	<b>Service Provider</b>
Streamline	Streamline VRS, LLC
LSI Tools	Local Social, Inc.
RevMax	Streamline VRS, LLC
Bizcor	Bizcor, LLC
LiveRez	LiveRez, LLC
VRM	Virtual Rental Manager, Inc.
LMPM	Lightmaker Property Manager, Inc.
Bluetent	Bluetent Marketing LLC
Boost	Bluetent Marketing LLC
Q4Launch	Q4 Launch, LLC

Last Modified: March 11, 2024

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## Exhibit A

The following additional terms and conditions apply to the parties to the extent Customer has selected and Company has approved the below Service(s) selected on the Order Form

### Streamline

**1. Trust Account Requirements.** Company operates and functions using Trust Accounting. Company requires that Customer create a new checking or trust account that will be associated with Company for the purposes of handling all guest and property owner monies. This is separate from the business operating account. The primary purpose is to keep the Company accounting in trust and to avoid reconciling issues after the system is live. After the Initial Consultation call with the Onboarding team, Company will send a document explaining this in further detail. If a new checking account is not opened, a signature for an additional waiver will be required. Company is not responsible for how Customer chooses to manage its accounting. Assisting with accounting items or audit type requests related to bank reconciliations, 1099 tax reviews, disbursements or items not balancing, will incur an hourly fee in the amount equal to the then-current rates as established by Company for Company to review and address.

**2. Implementation/ Onboarding.** Customer's system set up (onboarding) includes up to 10 hours with a success coach who will check that Customer is setting up its system correctly and that Customer is progressing according to its onboarding schedule. Once the 10 hours are used, additional sessions needed will be invoiced at the then-current rates as established by Company. Re-scheduling or missing these calls may impact the system activation date determined on your initial consultation. Changes to Customers scheduled activation date will be accommodated according to resource availability.

If the Company on-boarding team does not receive a response or communication from Customer for more than 10 business days, your onboarding will be placed on hold. A new team and go live date will be determined upon Customer's return. Customer will continue to incur monthly fees per the Agreement terms. Customer's onboarding will continue from where it left off, or as recommended by its onboarding team. Customer must be in good standing and have no outstanding fees owed to Company in order to resume onboarding. Please note Customer may also incur a reactivation fee and a new Agreement may need to be signed.

The onboarding curriculum must be completed within 1 year from the date of this contract. Customer's Failure to complete the onboarding/set up within this time frame will result in the forfeiting of the hours allocated to Customer's onboarding and a new onboarding package shall be purchased under a new agreement between the parties at the then-current rates as established by Company.

Any additional onboarding hours needed will be evaluated by Company and quoted to Customer as necessary. Depending on the additional hours needed, Customer's go live date may be impacted. To help minimize impacts to Customer's progress, Company's "Streamline University" plus Company's onboarding recordings may be used to cover any gaps in onboarding at no additional cost. An employee who has not gone through the required onboarding materials will not have the ability to enter tickets for support once your system is live. Customer may not record any such onboardings without Company's express written consent.

Utilizing a third party service to attend onboarding on your behalf, including accounting, is not supported nor included as part of this Agreement. Customer must attend the onboarding and set up their own system.

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Alternatively, Licensee may choose to hire a third party and forfeit onboarding or support from Company to set up the system. Ticket support is strictly only available to Customer for non-onboarding questions. Streamline University licenses cannot be purchased on behalf of a third party without prior approval from Company.

**3. Streamline Import Services.** Data imports are not required an initial onboarding of less than 50 units and are an optional service available for an additional, non-refundable fee. Customer agrees to submit the relevant data per the agreed to timelines and formatting requirements. Company is not responsible for manipulating the data on Customer's behalf, nor is Company responsible for the accuracy of the data being imported. Company is also not responsible for instructing Customer on steps to procure data from non-Company property management software. Customer is responsible for paying in full for import services prior to any imports to be completed in a Streamline system.

Company is responsible for providing standard import templates, field requirements, timelines, error logs, import to the staging environment (when possible), import to live system. Limited support (up to 2 hours) will be provided in assisting Customer with data inquiries. If additional time is needed, Customer will be charged for such time at the then-current rates as established by Company.

Customer is responsible for viewing and understanding import training/ instructional materials, populating the import template with required data as per specifications, correcting all errors according to error log, submitting the appropriate template to imports team according to timeline, reviewing, correcting, and reporting any data import inaccuracies prior to the live system import.

Data corrections or data removal, custom data import requests, assistance with manually manipulating data imported into a live Streamline system, if approved, will incur additional charges and will be billed to Customer at the then-current rates as established by Company. Onboarding Customer's estimated go live date may be adjusted as required to complete requested import(s) and data corrections.

**4. Mobile Restrictions.** Customer agrees and understands that the Services may offer a location service/geo-tracking feature that will track back the user's location to Company's system. Customer acknowledges that location services may be legally restricted in certain geographic locations, whether it be restrictions by city, state, country or otherwise, and that laws pertaining to the use of location services are changing. Customer is fully responsible and liable for ensuring, upon use, that the geo-tracking feature is in compliance with all applicable laws, rules and regulations.

**5. API Integrations.** Payment gateway services are provided by Lynnbrook. Integration with other gateway service provides will require an additional fee as established by Company.

**6. License.** Customer agrees, represents and warrants to Company that it will use the Company software and Services exclusively for short term rentals, long term rentals, real estate, and/or property management.

**7. Streamsign Pro.** Company operates an electronic signature service, StreamSign Pro, whereby it will provide Customer, if selected by Customer and approved by Company on the Order Form, with access to electronic signatures, fillable fields, dynamic pricing contracts for reservations, and, if applicable, software maintenance and upgrades and customer support. Company may offer additional data sources in the future for which Customer can subscribe for an additional fee. At Customer's option, PDFs of signed contracts are provided to Customer in a folio, located on the Company Streamsign server and accessible by Customer. Customer is responsible for obtaining and

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maintaining all computer hardware, software and communications equipment needed to access such Services, and for paying all access charges incurred while using such Service. Such Services may or may not be available in all countries or regions of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. Customer agrees to use such Services in accordance with all applicable guidelines as well as all state and federal laws to which the Services are subject.

**8. Streamphone.** Company operates an phone service, Streamphone, whereby it will provide Customer, if selected by Customer and approved by Company on the Order Form, with access to incoming telephone number or keywords, Direct Inward Dialing Numbers (DIDs), voice recording, voice recording transcription to text, reverse look-up, calltracking, data transmission, data access, data storage, text messaging, push notifications, chat services, and, if applicable, software maintenance and upgrades and customer support. At Customer's option, links to recordings and information are provided to Customer in a folio, located on the Customer StreamPhone server and accessible by Customer. Customers may email and text back and forth from the folio. Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access such Services, and for paying all access charges (e.g., ISP, telecommunications) incurred while using the Services. Such Services may or may not be available in all countries or regions of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. Customer agrees to use such Services in accordance with all applicable guidelines as well as all state and federal laws to which the Services are subject. Company may offer additional data sources in the future for which Customer can subscribe for an additional fee.

### **Bluetent**

**1. Timing, Delivery and Installation.** Provided that Customer is in compliance with the Agreement, Company shall provide the Services in accordance with a delivery schedule, if any, delivered separately by Company (the "Delivery Schedule"). All dates specified in the Delivery Schedule shall be extended by delays caused by Customer, including, without limitation, any change orders. If Customer is not responsive to Company within fourteen (14) work days, the project will be taken out of the work queue and the timeline will be reset to the original total time of the project defined in the Order Form. The timeline will re-commence within two (2) weeks from the time Customer resumes contact with Company.

**2. Credit; Links; Trademarks.** If Bluetent delivers any website to Customer, the website shall bear prominently on its home page the credit "Produced by Bluetent" or such other credit as may be reasonably acceptable to Company, which credit shall link to the home page of Company's website ([www.bluetent.com](http://www.bluetent.com)).

**3. Ecommerce Tracking.** If a Customer is using a third-party website and booking engine, Company is not responsible for setting up or maintaining the technical functionality of ecommerce tracking. Customer will be expected to work with its own website developer to resolve any technical issues related to ecommerce tracking that are outside the scope of the services outlined herein. In certain circumstances, Bluetent may be able to assist with ecommerce tracking related technical issues, but this may require additional fees.

**4. Software & Website Changes.** If a Customer chooses to change any property management software or website platform, additional fees may apply to ensure the continued success of services outlined herein. Account managers

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are available to help provide related cost estimates and service level expectations in the event that a change is made.

**6. Bluetent Cancellation Policy.** In the event that Customer cancels at any time prior to the end of the term, Customer must provide written notice of termination by completing this form: <http://www.bluetent.com/cancellation>. For more information on Bluetent's Cancellation Policy, please visit: <http://www.bluetent.com/wp-content/uploads/2018/08/Cancellation-Policy.pdf>. In the event that Customer cancels before the end of the Initial Term, Customer will owe the full payment for the remainder of the initial contract term.

### **Bizcor**

**1. Credit; Links; Trademarks.** If Bizcor delivers any website to Customer, the website shall bear prominently on its home page the credit "Produced by Bizcor" or such other credit as may be reasonably acceptable to Company, which credit shall link to the home page of Company's website ([www.bizcor.com](http://www.bizcor.com)).

### **Q4Launch**

**1. Credit; Links; Trademarks.** If Q4Launch delivers any website to Customer, the website shall bear prominently on its home page the credit "Produced by Q4Launch" or such other credit as may be reasonably acceptable to Company, which credit shall link to the home page of Company's website ([www.q4launch.com](http://www.q4launch.com)).