

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) **"Customer"** means the Service-receiving party signing the Order Form provided by Service Provider.
- d) **"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.
- e) **"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.
- f) **"Effective Date"** means the earlier the date of the first Order Form that Customer executes.
- g) **"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.
- h) **"Initial Term"** has the meaning specified in Section 4(a).
- i) **"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.
- j) **"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.
- k) **"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.
- l) **"Payment Services"** means the payment processing services as set forth on Exhibit A, if applicable and ordered by Customer pursuant to an Order Form.
- m) **"Professional Services"** has the meaning specified in Section 2(d).
- n) **"Properties"** (or **"Property,"** as applicable) means the real property or properties on which Units are located.
- o) **"Property Owner"** means the owner of a Property subject to the Agreement.
- p) **"Renewal Term"** has the meaning specified in Section 4(a).
- q) **"Service Provider"** for the purposes of these Terms and Conditions, means the applicable entity

- company described in Section 10(p).
- r) **"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.
 - s) **"Screening Services"** means the screening services as set forth on Exhibit B, if applicable and ordered by Customer pursuant to an Order Form
 - t) **"Services"** means the Service Provider subscription-based products and services provided by Service Provider to Customer as applicable under an Order Form Service Provider.
 - u) **"Term"** has the meaning specified in Section 4(a).
 - v) **"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.
 - w) **"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.
 - x) **"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 and Screening Services.** 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.

- 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(p)) 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.
- 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) **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, Company 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 changes 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, (xii) 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.

- g) **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.
- h) **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.

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. All Properties and Services are subject to fee increases as more fully set forth in Section 5(a). 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.
- 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 may 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 may 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(f) ("Restrictions") or 8(c) ("Disclosure"), or as set forth in the Payment Services Terms (attached here to 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(b) ("Disclaimer of Warranties"), 7(c) ("Limitation of Liability"), 8 ("Confidential Information"), 9 ("Indemnification"), and 10 ("General Provisions"), and all others that by their sense and context 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.

- 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 owns 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).
 - iv) **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) 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. This Section 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.

- b) **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.
- c) **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.

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: (a) with respect to Customer, Customer Data; (b) with respect to Service Provider, the Services, all pricing and pricing proposals presented to Customer by Service Provider, the Service Provider Technology, and the terms and conditions of the Agreement and the Order Forms; (c) 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 (d) 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.
- b) **By Customer.** Customer shall defend, indemnify and hold harmless Service Provider and its officers, directors, employees and agents (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 (a) modify the Service that is the subject of the Claim so that it becomes non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) 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(c) ("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(p)) at 2035 Lakeside Centre, 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 (4) business days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four (5) 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 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 machine-based systems that may operate with certain levels of autonomy and that may exhibit adaptiveness after deployment thereby inferring how to generate certain outputs (such as content or recommendations) based on inputs (“AI”). To the extent that the Services leverage the use of AI, both Service Provider and Customer shall assess and comply with their respective obligations related to the use of AI under applicable AI laws. For the avoidance of doubt, Service Provider shall inform Customer of which part of the Services leverage AI as well as the nature of the AI leveraged, and Customer shall determine whether it elects to use such AI Services. 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.
- p) **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:
AMS	American Metering Services, LLC
AnyoneHome	Anyone Home, Inc.
Aptexx	Aptexx, Inc.
Grow	Grow Learning Management Systems, LLC

Nationwide Compliant	Nationwide Compliant, LLC
Razz	Razz Interactive, LLC or ResMan, LLC
ScreeningOne	Screening One, Inc.
SiteCompli/InCheck	SiteCompli, LLC
Tenant Tech	Tenant Technologies, LLC
ValanceDocs	Property Brands, Inc.
Western Reporting	Western Reporting, Inc.

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 on 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) **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.
- 5) **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 that it will provide and obtain an authorization and a disclosure (separate from the authorization) in full compliance with the Fair Credit Reporting Act ("FCRA") from each person on whom a consumer report is ordered, prior to ordering a consumer report on such person, and will maintain the disclosure and authorization on file for audit and inspection by Service Provider. Consistent with five year statute of limitation set forth in the FCRA (Section 618), Customer agrees to maintain a clear copy of photographic identification of each consumer along with the authorization for five (5) 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.
2. California. Customer must conform to the SUBSCRIBER CERTIFICATION OF COMPLIANCE pursuant to California Civil Code section 1785.14 (a). Client 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.
3. 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.
4. 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.