

Terms of Service

Prisma Prop Tech, LLC (Formerly Priority Property Rev, LLC)– Payments, Resident & Prospect Portals, Utility Resident Billing

Last updated: February 18, 2025

These Terms of Service (these “terms” or the “Agreement”) apply to persons (collectively, with all persons who access the site, “Users,” “Client,” “client,” “you” or “your”) who access the Company websites and/or mobile applications including the Manager Portal (collectively, the “site” or “program”). The site is owned by Prisma Prop Tech, LLC and/or its subsidiaries or Affiliates (collectively, “Company”, “we”, “our”, “us”) and is (along with these terms and the transactions engaged in by the parties in connection herewith) part of Company’s Landlord Station business line. All references to the site shall include any websites or mobile applications of Company subsidiaries and/or Affiliates that are involved in the site or provision of the Services (as defined below).

Please read – important. These terms constitute a legal agreement between you and Company. This Agreement along with any other terms and conditions that may be posted on the site, and any other written agreement between you and Company that incorporate these terms by reference, set forth the complete terms and conditions under which you may access and use the site and the Services. If you do not agree to these terms, you may not use the site or the Services. Your access to the site and the Services is conditioned on your acceptance of these terms. By clicking on the “I Agree” or similar button or by using the site in any way, including using or accessing the site and/or the Services, you accept and agree to be bound by, and to comply with, this Agreement without qualification. You may not use the Services or accept this Agreement if (a) you are not of legal age to form a binding contract with Company; or (b) you are prohibited by Law from receiving or using the Services. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such person to this Agreement, in which case “you” or “your” or “User” shall refer to such person. Company may amend these terms from time to time in its sole discretion. Should Company materially modify these terms, the new terms will be posted to the site, as evidenced by a new version date shown above. Company may require you to provide consent to the updated terms before further use of the site and/or Services is permitted. By using the site after the effective date of the modified terms and/or your consent (as applicable), you expressly consent to the modified terms, without qualification. The site and/or Services may be subject to supplemental terms, posted guidelines, or rules made available by Company from time to time (collectively, the “additional terms”), which are incorporated herein by reference. If there is any conflict between any provision in this Agreement and the additional terms, this Agreement shall take precedence unless the additional terms identify and expressly supersede the provision in this Agreement. This Agreement limits certain rights, including the right to maintain a court action or to have a trial by jury, the right to participate in any form of class or representative claim and the right to engage in discovery except as provided in AAA rules or the rules of another agreed-upon alternative dispute resolution provider.

You understand that Company does not own, manage, or enter into rental or lease contracts with Properties. Although the site and the Services may affect certain transactions agreed to between Users and Company, Company is not a party to any transactions between Users and property managers or owners, other than providing the site. Thus, Company shall not be liable under any circumstances for information or interactions between or among Users, property managers, Properties, owners, or homeowners' associations via the site or Services.

In the event that you have a dispute with a property manager, Properties, owner, or homeowner's association, you hereby release Company from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

1. Warranty Disclaimer. Company does not warrant that the access to or operation of the Services, site, program, or Company data will be uninterrupted or error free, that errors will be corrected, or that it will meet the needs of its Users or that the site or program will be free from viruses or other harmful components. Except as expressly stated in this Agreement, Company disclaims all warranties with respect to this Agreement, the Services, hardware, the site, the program and/or solutions suite, whether express, implied, or statutory, including without limitation the implied warranties of merchantability, quality, fitness for a particular purpose, noninfringement, and any warranties arising from a course of dealing, course of performance, trade usage, or trade practice. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

2. Disclaimer of Responsibility for Accuracy and Security of Information. The Services provided, made available, or accessed by or through the program, including all content, functions and information, is provided "as is." Information accessed through the program may contain inaccuracies or typographical errors and may be changed or updated without notice. To the fullest extent permitted by Law, Company disclaims all representations and warranties of any kind whatsoever for the content of any materials, information and functions made accessible by, or accessed through, the program (and for products or Services or hypertext links to third parties, if any) or for any breach of security associated with the transmission of sensitive information through the program unless such breach arises directly from a knowing and intentional violation by Company of the terms of its privacy policy referred to in this Agreement. It is solely your responsibility to evaluate the accuracy, completeness, reliability, security and validity of all information presented on, or accessed through, the program. Company disclaims any liability for any information presented on or accessed through the program including, but not limited to, any errors or omissions in any such information, or for any loss or damage of any kind incurred as a result of the use of, or reliance on, any information posted, emailed or otherwise transmitted via the program. It is your responsibility to take such precautions as may be necessary to ensure that whatever you select through the program for use will be free of things such as viruses, worms and other items of a destructive nature.

3. Disclaimer of Responsibility for Advertisers and Linked Sites. (a) The fact that an advertiser of products or Services may be found on or through the program should not be

understood to constitute an endorsement by Company of any goods, products or Services advertised and promoted by such advertiser. Any dealings or transactions between you and any advertiser, and any participation by you in any promotion of an advertiser (including any issues relating to payment for and/or delivery of goods and Services), are solely between you and the advertiser. You agree that Company will have no responsibility or liability for any loss or damage of any kind that you may incur as a result of any dealings with an advertiser through the program. (b) Any links and pointers to other internet sites ("linked sites") will not constitute an endorsement by Company of any information, goods, products or Services offered on, or accessible through, linked sites. Company will have no direct or indirect responsibility or liability for any damage or loss caused by or in connection with your use of, or reliance on, any linked site. (c) If any dispute develops between you and an advertiser or linked site, Company will have no liability for, and you hereby release Company (and its managers, agents and employees) from, any liability with respect to any claims, damages (actual or consequential) or losses of any kind arising from, or in any way connected with, any such dispute. You further agree that you will not involve Company in any dispute or litigation arising out of any transaction or agreement with any advertiser or linked site, unless otherwise required by law. If you involve Company in any dispute or litigation without being required to do so by law, you hereby agree to pay all fees and other costs and expenses, including reasonable attorneys' fees and costs of suit, incurred by Company as a result.

4. Disclaimer of Responsibility for Certain Losses and Damages. (a) In no event will Company be liable to you, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and/or negligence) for lost profits or revenues, loss or interruption of use, lost or damaged data, reports, Documentation or security, unauthorized access to or alteration of transmissions of data, or similar economic loss, or for any indirect, special, incidental, consequential or similar damages, arising out of or in connection with the site or Services, or in connection with any of the data or other materials transmitted through the program, or for any claim made against you by any other party, even if Company has been advised of the possibility of such claim; or (b) Any downloading of material by you from the site is done solely at your risk and at your discretion and Company will have no responsibility or liability for any damage to a computer system, or loss of data, that results from any such downloading.

5. Fees and Payment Terms. Fees are specified in the applicable Order Document. Payment of all fees is due thirty calendar (30) days after the invoice date, unless otherwise agreed in the Order Document. Fees shall be paid electronically by auto debit on a monthly basis. Company shall charge a handling fee of \$10 per item in the event payment is made by a mailed check. Interest accrues on past due balances at the lesser of a one and a half percent (1½%) per month compounded or the highest rate allowed by law. Client is responsible for providing an accurate billing contact on the Order Document and updating that billing contact as needed from time to time such that Company always has an accurate billing contact for Client. If Client fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. Company will be entitled to suspend its performance upon five (5) calendar days' written notice to Client and/or to modify the payment terms, and to require full payment before any additional performance is rendered by Company. Notwithstanding any of Company's rights enumerated in this Agreement, if Client fails to timely pay applicable fees under an

Order Document, Company shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable Order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including court costs and reasonable attorneys' fees) incurred by Company.

6. Use of Program. (a) Except as expressly permitted by Company, the program may not be exploited for any commercial purpose, and, except as permitted by Company, may not be reproduced, distributed, republished, displayed or transmitted. If Company believes, in its discretion, that your use of the program violates any Law or any of these terms and conditions, you may be denied access to the program. (b) You represent to Company that you are of sufficient legal age to legally assume and be bound by any liability you may incur as a result of your use of the program (including, without limitation, any liability arising from of these terms and conditions). During the term of this Agreement, Company will be your exclusive Resident Portal provider (i.e., Client shall not enter into a contract with any similar or competing providers of the same or similar Services for so long as this Agreement is in force).

7. Prohibited Content. (a) You agree that you will not upload, post, or otherwise distribute or publish through the program any text, communications, data, or other information ("content") (i) that is unlawful, threatening, abusive, degrading, libelous, defamatory, harassing, tortious, racially, ethnically or otherwise objectionable, (ii) that is sexually explicit or indecent (including, without limitation, graphic or indecent sexual language of a threatening or harassing nature directed at any individual or group); (iii) that constitutes or encourages conduct that would give rise to civil liability or violate Law; (iv) that violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright rights, trademarks, rights of privacy or publicity or any other proprietary right; (v) that contains a virus or other harmful component designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or that is designed to obtain unauthorized access to any information; (vi) for which you do not have all necessary rights and licenses to transmit under any Law or under any contractual or fiduciary relationship; or (vii) that constitutes or contains false or misleading indications of origin or statements of fact. You also agree that you will not harvest or collect information about any Users of the program or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or other communications. (b) Company generally does not, and will not be obligated in any way to, pre-screen, monitor or edit any content posted by Users of the program. However, Company reserves the right to remove any content that, in its sole discretion, does not comply with these terms and conditions or is otherwise harmful, objectionable, or inaccurate. However, Company will in no event be liable for any failure or delay in removing any such content.

8. Privacy Policy. Company's privacy policy, which you acknowledge has been made available to you for review and is available at <https://goprisma.com/privacy-policy/>, is hereby incorporated by reference. The Company respects your privacy as a User of this site. This privacy policy explains what personal information we collect from you and how we use that information. This policy also details the choices available to you regarding our use of your personal information as well as how you can access and update this

information. Please review the privacy policy to understand the personal information collected and Company's use of such personal information.

9. Company Support and Service Modifications.

A. Delivery to client. Subject to the terms and conditions of the Agreement, during the term Company will: (a) make the site, program and solutions suite (including the Manager Portal) available to client for its own internal business purposes, (b) make the applicable Services (which may not include the Manager Portal) available to the number of units at the Property indicated on each Order Document, (c) use commercially reasonable efforts to make the solutions suite available 24/7, except for: (i) planned downtime, maintenance windows, and/or emergency maintenance of the solutions suite, (ii) required repairs, and (iii) any unavailability caused by a force majeure event, (d) use commercially reasonable efforts to make its personnel available during Company's normal business hours (9:00 a.m. Eastern time – 5:00 p.m. Eastern time) for standard troubleshooting or general questions, and (e) use commercially reasonable efforts to provide client and Users training in the operation and functionality of the Company site, program and solution suite and/or the Services upon client's request.

B. Modifications and new features. Company reserves the right, in its sole discretion, to make modifications to the features and functions of the Company's site, program and solution suite and/or the Services; provided that such modifications do not materially degrade the core functionality of the Company's site, program and solution suite and/or the Services. Client agrees that client's purchase and/or use of the Services hereunder are not contingent on Company developing and/or commercializing any new and/or modified features for the site, program, solutions suite and/or the Services.

C. Third Party Requirements. From time to time, Company may make available to its customers services provided by a third-party service provider ("Third-Party Services). Client acknowledges that such Third-Party Services are subject to terms and conditions imposed by the third-party service provider. If Client chooses to use such Third-Party Services, it will be required to agree to such terms and conditions, which may be changed in the discretion of the third-party service provider from time to time. Client acknowledges that Company is not a party to any agreement between Client and any third-party service provider and has no liability to Client whatsoever with regard to Client's use of such Third-Party Services. In connection with Client's use of any Third-Party Service, Client hereby agrees that Company may disclose to the applicable third-party service provider information provided by, or related to, Client to the extent such information is necessary to facilitate the provision of such Third-Party Service. Client acknowledges that Company may be compensated for Client's use of the Third-Party Services.

10. Security.

A. Client passwords and login credentials ("credentials") will be either provided to client by Company or generated in connection with client's use of the Company's site, program and Services. Client must protect and safeguard all credentials and use best efforts to prevent unauthorized access to, or use of, the credentials or the site, program or

solutions suite. Client is responsible, and assumes all risk and liability, for all activities that occur in connection with the credentials and the site, program, solutions suite and/or the Services, including but not limited, inadvertent or wrongful disclosure or use by a third party. Client will immediately notify Company of any known or suspected unauthorized use of its credentials, the solutions suite, site, program and/or the Services. Client shall change Client's password(s) on a periodic basis and at any time in which an individual who had access to a password is no longer employed or authorized by client to use the site, program, solutions suite and/or the Services. Company may require client to change its password(s) at any time.

B. Company has established, and will maintain during the term of the Agreement, commercially reasonable administrative, physical, and technical safeguards for the protection of client's and its Resident's information, content, and materials provided to Company for use with and display through the site or solutions suite commensurate with industry standards for similar services, and maintain reasonable measures for preventing unauthorized access or disclosure of such information. Client acknowledges that the site, program, solutions suite and/or Services may be hosted and processed in data centers and on networks owned and maintained by a third-party service provider (i) to provide the Service; (ii) to prevent, address, and/or remediate service or technical problems; (iii) as required by Law; or (iv) as may be instructed or approved by client.

11. Order Documents. During the term, Company and client may enter into one (1) or more Order Documents regarding the Services and/or the purchase of applicable hardware ("Order Documents").

12. Intellectual Property, Ownership, and License.

A. **Company's Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Company and Company's licensors and third-party providers own and reserve all of Company's/their right, title, and interest in and ownership of, any and all intellectual property rights and proprietary rights including all copyrights, trademarks, patents, look and feel, trade secret rights and any other IP Rights recognized under any Law, with respect to the site, solutions suite, program and the Services, including all automation scripts, automation tools, api, connectors, work product (if any), enhancements, improvements, modifications, compilations, derivative works, suggestions, ideas, inventions, discoveries, processes, computer processes, specifications, operating instructions, notes, training materials, Documentation, and all other materials provided and/or made available to client hereunder. No rights are granted to client other than as expressly set forth herein. Company reserves the right to make such modifications to the site and program from time to time as it deems advisable in order to enhance the functionalities or appearance of the site or program or for any other reason. Company may change pricing at any time upon 10 days' notice to client.

B. **Service Data.** As between the parties, Company owns all rights, title, and interest in and to the Service Data, including all IP Rights therein, regardless of where such Service Data is stored. If client is deemed to have any right, title, and interest in and to any Service Data, including any derivative works thereof, client shall and hereby does assign, irrevocably and on a royalty-free basis, all of its rights, title, and interest therein

exclusively to Company. All Resident Provided Data may be stored, copied, distributed, displayed, processed, and/or otherwise utilized by Company pursuant to Company's Privacy Policy and the applicable terms of use accepted by the Resident.

C. Resident Data; Nonexclusive License. As between the parties, client owns all rights, title, and interest in and to the Resident data, including all IP Rights therein. Client represents and warrants that it has the right to provide the Resident data which it or its Users provide to Company, including but not limited to the right to provide the Resident data for Company's use consistent with the license granted herein. During the term, client grants to Company a royalty-free, worldwide, nonexclusive, sublicensable, irrevocable, transferable license to host, collect, use, copy, transmit, store, process, monitor, disclose, and display Resident data to (i) provide the solutions suite and/or the Services to client and Residents, including but not limited to communicating with Residents (including via email, telephone, and/or sms) for the purposes of facilitating and/or performing the Services, as well as marketing and/or encouraging or promoting Residents' use of the solutions suite, Services, and/or other third party Services; (ii) prevent, address, and/or remediate Company solution suite and/or Service technical problems; (iii) comply with Law; (iv) comply with client instructions or approved uses; and/or (v) otherwise exercise and perform Company's rights and obligations hereunder. Company shall not be liable for any communications with a Resident and/or a payer made at the client's direction or made pursuant to this license, including but not limited to any liability resulting from a claim related to legally mandated content requirements and more generally any claim related to the Telephone Consumer Protection Act of 1991, as may be amended from time to time, or the CAN-SPAM Act, as may be amended from time to time. Additionally, client hereby grants to Company a royalty-free, perpetual, irrevocable, worldwide, nonexclusive, sublicensable, transferable license to host, collect, use, copy, transmit, store, process, monitor, disclose, and display the Resident data on an anonymized and aggregated basis for Company's internal business purposes, including but not limited to developing, creating, modifying, and/or improving the solutions suite and/or the Services and its other service offerings. Company reserves the right to access, use, copy, transmit, store, process, preserve, and disclose any Resident data Company reasonably believes is necessary to (a) comply with Law and/or any governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address security or technical issues, (d) respond to User or Resident support requests, or (e) protect Company's rights or safety and that of Company's Users.

D. Data Loss, Deletion. Company regularly and in real time backs up content and data collected via the site, program, solution suite and the Services. Company shall not have any liability for any loss of data, failure to back up or restore any data, or for the suspension of access to or unavailability of any such data. Upon expiration or termination of this Agreement for any reason, Company reserves the right to delete all data, including all Resident data, that is stored on Company's servers or systems.

E. Open-Source Software. Any open-source software that may accompany or is incorporated into the Company site, program, solution suite and/or Service is provided to client under the terms of the open-source license agreement or copyright notice accompanying such open-source software. The Agreement does not apply to open-source

software and Company hereby disclaims all warranties with respect to any open-source software and disclaims any liability to client or any third party based on any claims arising out of use of such open-source software. Nothing in the Agreement limits an end User's rights under, or grants the end User rights that supersede, the terms of any applicable open-source software end user license agreement.

F. Nonexclusive License to Client's Marks. Client hereby grants to Company a nonexclusive, non-sublicensable, irrevocable, non-transferable (except as otherwise set forth in this Agreement), worldwide, royalty-free right and license to use client's name and logo ("client mark") during and after this Agreement, in accordance with client's guidelines as provided to Company in writing for the limited purpose of listing the client mark on Company Client lists, in Company's marketing material and/or presentations, on Company's website, or as otherwise described in the Order Document(s). As between the parties, client retains all right, title, and interest in and to the client mark and all goodwill arising in or from client mark shall inure solely to client's benefit.

5. Prohibitions. Client may only access the site, program and solutions suite through interfaces and protocols provided or authorized by Company. The site, program and solutions suite, including the Manager Portal, may only be accessed by Users, and Users are prohibited from sharing their credentials with any other individual(s). During the term and thereafter, except as may be expressly authorized by the Agreement, client will not, and will not permit any User or third party to, (a) make the site, program, solutions suite and/or the Services available to anyone other than client and its authorized Users; (b) sell, resell, license, sublicense, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the site, program or solutions suite; (c) disassemble, decompile, or reverse engineer the site, program or solutions suite; (d) use the site, program or solutions suite to store or transmit material that is infringing, libelous, unlawful, pornographic, racist, sexist, discriminatory, abusive, harmful, offensive, defamatory, vulgar, obscene, tortuous, or invasive, or in violation, of a third-party's privacy or other rights (as determined in Company's sole discretion); (e) use the site, program or solutions suite to store or transmit Harmful Code; (f) interfere with or disrupt the availability, integrity, or performance of the site, program or solutions suite and/or the Services; (g) attempt to gain unauthorized access to the Company systems, networks, and/or the solutions suite or its related systems or networks; (h) permit direct or indirect access to or use of the site, program, solutions suite and/or the Services in a way that circumvents restrictions set forth in this Agreement; (i) copy the site, program or solutions suite, or any part, feature, function, or user interface thereof; (j) modify, disclose, correct, adapt, translate, or otherwise prepare or create derivative works or improvements of the site, program or solutions suite; (k) frame or mirror any part of the site, program or solutions suite, other than framing on client's own intranets or otherwise for client's own internal business purposes or as may be permitted in the Documentation, (l) remove, alter, or obscure any proprietary notices in or on the site, program or solutions suite (except if permitted by Company in connection with a white-label offering); (m) access and/or use the site, program, solutions suite, the Services, or any Company Confidential Information provided pursuant to this Agreement to build a competitive product or Service or for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes; or (n) harvest or collect information from the

site, program or solutions suite (including information about other Users of the site, program or solutions suite).

13. Denial of Access. Company may suspend, terminate, or otherwise deny client's and/or any Users' access to or use of all or any part of the site, program, solutions suite or the Services and/or terminate this Agreement, without incurring any obligation or liability, if: (a) any undisputed payment due by client is not received by Company within thirty (30) days of its due date; (b) Company receives a judicial or other governmental demand or order, subpoena, or Law enforcement request that expressly or by reasonable implication requires Company to do so; or (c) Company believes in good faith that: (i) client or any User has accessed or used the site, program, solutions suite and/or Services beyond the scope of the rights granted herein, in violation of this Agreement, for a purpose not authorized under this Agreement, and/or in any manner that does not comply with any instruction or requirement of the Documentation or with Law; (ii) client or a User has breached the provisions of the Agreement, the Documentation or an Order Document; (iii) client or a User is, has been, or in Company's reasonable judgment is likely to be, involved in any fraudulent or unlawful activities relating to or in connection with the site, program, solutions suite and/or Service; and/or (iv) if required, Resident does not execute any applicable Resident consent (or withdraws previously provided Resident consent), which includes but is not limited to Company's use of the Resident data and/or Service Data. This section does not limit any of Company's other rights or remedies, whether at Law, in equity or under this Agreement. Any suspension or denial of access shall not excuse client from the obligation to make the payment(s) contemplated under this Agreement. If Company suspends use of the solutions suite and/or Services, Company may restore client's (or the applicable User's) access to and use of the site, program, solutions suite and/or Services after the event giving rise to the suspension has been resolved to Company's satisfaction.

14. Obligations of Client. Client will (a) provide Company with accurate, complete, and updated information in connection with the Agreement, (b) be responsible for its Users' use of the site, program, and/or solutions suite, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the site, program and/or solutions suite, including the Manager Portal, (d) be responsible for and immediately notify Company in the event of any unauthorized use of or access to the site, program, solutions suite and/or any of the Services and provide reasonable assistance to Company in investigating and preventing the recurrence of such unauthorized use or access, (e) use the site, program and/or solutions suite only in accordance with the Agreement, the Documentation, and Law, (f) immediately notify Company in the event that the site, program and/or solutions suite is being used in violation of the Agreement, including but not limited to use for illegal and/or harmful activities; and (g) pay all amounts owed to Company in the timeframes set forth in the Agreement. If client has not paid an invoice pursuant to such timeframe(s), Company may refer collection of the unpaid amount to an attorney or collections agency. If client's unpaid invoices are referred to an attorney or collections agency, client shall pay all reasonable attorney's fees or collections agency fees.

15. Government Taxes. Company's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use,

or withholding taxes, which may be assessable by any jurisdiction whatsoever (collectively, "taxes"). Client is responsible for paying all taxes associated with client's purchases and use hereunder. If Company is required by Law to pay or collect taxes for which client is responsible under this section, Company will invoice client and client will pay that amount unless client provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Each party is solely responsible for taxes assessable against such party based on its income, Property, and employees.

16. Client Warranties. Client represents and warrants that: (a) client (if an entity) is duly organized and in good standing under the state of its organization; (b) client is fully authorized to enter into the Agreement as the owner, agent, or management company of the Property which client represents; (c) this Agreement, when executed and delivered, will constitute a legal, valid, and binding agreement fully enforceable in accordance with its terms; (d) as applicable, client and/or the Properties have acquired any registration, approval, license, or permit required by the relevant federal, state, or local government or regulatory agencies necessary prior to the provision of the Services; (e) as applicable, client received any required federal, state, or local government or regulatory approvals necessary for Company to provide the Services in accordance with Law; (f) client has all necessary rights and consents, in and relating to the Resident data, so that Company's receipt, use, storage, disclosure, and processing of the Resident data in accordance with this Agreement does not and will not infringe upon or otherwise violate any IP Rights or any privacy or other rights of any third party or violate Law; (g) neither client nor any of its officers, directors, members, employees, agents, Representatives, and/or Affiliates, is now, or will be at any time during the term of the Agreement be prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under Law, regulation, or executive orders and lists published by the Office of Foreign Asset Control ("OFAC") (including those executive orders and lists published by OFAC with respect to specially designated nationals and blocked persons) or otherwise and (h) as applicable, each lease Agreement to which a Resident is a party, and the Laws of each jurisdiction in which a Property is situated, (a) permit client to pass on utility charges and other charges for such Resident to Company as may be contemplated by the Agreement, and (b) otherwise permit Company to perform any Services contemplated by this Agreement.

17. Term, Termination, Expiration, Underutilization.

A. The term of this Agreement shall commence upon acceptance and shall continue in full force and effect until the expiration shown on the Order Documents or termination as provided hereunder. Either Party may terminate the Agreement immediately upon written notice in the event that the other Party commits a non-remediable material breach of the Agreement, or if the other Party fails to cure any remediable material breach within thirty (30) calendar days of being notified in writing of such breach, except for breach of provisions in this Agreement or the Order Documents related to fees and payment terms which shall have a five (5) calendar day cure period. If Client ceases to utilize all of the Services hereunder before the end of the term or terminates this Agreement without authorization as set forth in this section, and/or if the volume of Pay transactions associated with Client falls by more than seventy-five percent (75%) month over month during the term of this Agreement, then Client shall pay Company a

Termination Fee if required by Company, in its sole discretion, which Termination Fee, if applicable, shall be in addition to any other rights and remedies available to Company pursuant, or arising in relation to, this Agreement and the Services. Such Termination Fee will equal the average monthly fees contracted for such terminated or underutilized Services (calculated by taking the average monthly amount due to Company in the prior six (6) months (or the number of months since the beginning of the term if fewer than six (6) months) multiplied by the number of months remaining during the term of this Agreement.

B. Upon termination or expiration of this Agreement: (i) all outstanding fees shall be immediately due and payable to Company, if the Agreement is terminated by client due to Company's uncured material breach, Company will refund client any prepaid fees (pro-rated from the time of such material breach), (ii) client shall immediately cease and shall cause its Users to immediately cease using the solutions suite and/or Services, and (iii) client's and its Users' access to the solutions suite and the Services will be automatically terminated, all credentials and individual accounts will be removed, and all information that has been uploaded, submitted, or entered into the solutions suite by client (or its Users) may be destroyed. Except in the event of an uncured material breach by Company, in no event will the termination or expiration of the Agreement relieve client of its obligation to pay fees to Company for the period prior to the effective date of termination or expiration.

C. In Company's sole discretion and for an additional fee, Company may allow client to access the site, program and/or solutions suite for a period of ninety (90) days to allow client to access client owned data for the following purpose(s): (i) transfer the data to client's systems and (ii) review transactions that have processed through the site, program and/or solutions suite. Company may terminate such access at any time in its sole discretion. Any and all applicable terms, restrictions, and obligations contained in the Agreement will continue to apply to client for however long client has post-termination access to the site, program and/or solutions suite.

D. Each party agrees that the Confidential Information of the other party and all copies thereof will be destroyed or returned to the other party upon the expiration and/or termination of this Agreement, and neither the receiving party nor its Representatives will make or retain the Confidential Information or any copies, extracts, or other reproductions, in whole or in part, of the disclosing party's Confidential Information, except as permitted in this Agreement. Notwithstanding the foregoing, the receiving party and its Representatives may retain one copy of the disclosing party's Confidential Information to the extent retention of such information is required by the receiving party's record retention policy and/or Law and/or such information is "backed-up" on the receiving party's electronic information management and communication systems or servers and cannot be expunged without considerable effort. Any such retained Confidential Information shall continue to be subject to the terms of this Agreement for so long as it is retained.

18. Confidential Information.

“Confidential Information” means all information disclosed by a party (“disclosing party”) to the other party (“receiving party”) that is designated as confidential or that reasonably would be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to information concerning the disclosing party’s: (a) trade secrets; (b) pending patents; (c) techniques, methodologies, sketches, drawings, design details and specifications, inventions, know-how, processes, report formats or templates, apparatus, and/or equipment; (d) existing products and Services and any other products and services currently under development or consideration by the disclosing party; (e) strategic, financial, sales, marketing, development or research projects, policies, operations, strategies, opportunities, or plans; (f) financial information; and/or (g) clients (including, without limitation, client lists or information pertaining to the disclosing party’s contractual relationships with its clients). For the avoidance of doubt, client’s Confidential Information includes Resident data and Company’s Confidential Information includes the site, program, solutions suite, the Services, and the Service Data. Confidential Information of each party includes, but is not limited to, the terms and conditions of the Agreement and all Order Documents. However, Confidential Information does not include any information that the receiving party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, (iv) was independently developed by the receiving party without use of the disclosing party’s Confidential Information, or (v) is required to be disclosed to enforce rights under this Agreement. The receiving party agrees that it shall treat all of the disclosing party’s Confidential Information with the same degree of care as is accorded its own Confidential Information, but in no event with less than reasonable care, and shall not use or disclose such Confidential Information other than as set forth in the Agreement. Except as otherwise permitted by this Agreement and/or Law, the receiving party shall not disclose the disclosing party’s Confidential Information to anyone other than to the receiving party’s employees, agents, Affiliates, Representatives, or consultants who need to know such Confidential Information and who are subject to confidentiality obligations at least as stringent as those provided herein. Additionally, the receiving party may disclose the disclosing party’s Confidential Information to the extent compelled by Law or court or government order to do so, provided the receiving party gives the disclosing party reasonable prior notice of the compelled disclosure (to the extent permitted by Law) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. The receiving party will seek confidential treatment of such information from the person to which the disclosure is made; and disclose only that information which is required to be disclosed. Notwithstanding anything to the contrary, each party shall be entitled to (x) announce publicly and in business presentations that client and Company have entered into a business arrangement; and (y) disclose the terms of this Agreement to its financial, legal, and other advisors and consultants, and to prospective lenders or purchasers of the Property or the Service, in each case on a need-to-know basis and provided that such recipients are obligated in writing to maintain the confidentiality of the terms of the Agreement.

Client acknowledges that the site, program, solutions suite and the Services provided by Company under this Agreement incorporate trade secrets of Company and its licensors, and as such is protected by civil and criminal Law. Client shall notify Company immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge.

19. Compliance with Laws and Due Diligence.

A. Each party is compliant, and shall at all times during the term remain compliant, with all Laws, rules and regulations, as well as applicable industry rules including but not limited to those of the automated clearing house (“ach”), the payment card industry data security standard (“PCI-DDS”), and other card association rules (solely as applicable).

B. Client authorizes Company, any reporting agency employed by Company, and any agents thereof, to investigate the reference, statements, and data provided by client for Company to perform the Services, including performing an OFAC check on the client and its authorized signer. Client certifies that neither client, nor any owner, officer, or authorized signer of client has ever been terminated as a Visa, Mastercard, Discover, or American Express merchant.

20. Indemnification.

A. **Obligations of Company.** Company will indemnify, defend, and hold harmless client and its Representatives (the “client indemnitees”) from and against any and all suits, claims, actions or demands (each, a “claim”) brought by a third party and Company shall pay any and all liabilities, losses, costs, damages, or expenses (including, without limitation, reasonable attorneys’ fees) that the client indemnitees suffer or incur in connection with such claims to the extent arising from or related to: (i) any violations of Law and/or the gross negligence or willful misconduct of Company; or (ii) an allegation that the use of the solutions suite and/or the Service in the form provided and manner approved by Company and otherwise in accordance with this Agreement infringes, misappropriates or otherwise violates such third party’s United States copyright or patent rights. Notwithstanding the foregoing, Company shall have no obligation to indemnify, defend or hold harmless client (a) if such third-party claim is due to client’s or any User’s gross negligence, willful misconduct, or breach of this Agreement, or (b) to the extent the relevant third-party claim is based on: (I) the combination, operation or use of the solutions suite and/or the Service with software, hardware, equipment or products not provided by Company hereunder; (II) a modification of the solutions suite and/or the Service or other items or materials provided by Company that is not performed by Company; (III) compliance by Company with client’s designs, specifications, and/or instructions; (IV) use of the solutions suite and/or the Service outside the scope of the rights granted thereto in this Agreement or otherwise in violation of this Agreement; or (V) the Resident data or any materials, IP Rights, software, technology, or equipment supplied by client.

B. **Obligations of Client.** Client will indemnify, defend, and hold harmless Company and its Representatives (the “Company indemnitees”) from and against any and all claims

brought by a third party and client shall pay any and all liabilities, losses, costs, damages, or expenses (including, without limitation, reasonable attorneys' fees) that the Company indemnifies suffer or incur in connection with such claims to the extent arising from or related to: (i) client's or any User's breach of this Agreement (including client's failure to obtain Resident consent, if required); (ii) client's use of the site, program, solutions suite and/or the Services in violation of this Agreement; (iii) a third-party investigation or a request for information, (formal or informal), from any governmental agency, court, or any private party in any action related to client; (iv) Company's collection, storage, or use of the Resident data in accordance with this Agreement; (v) Client acts or omissions that cause or create data losses and/or unauthorized release of confidential information or personally identifiable information related to Users and/or violation of any privacy laws; (vi) Company's integration with Client's Enterprise Resource Planning (ERP) or accounting systems or software; (vii) client content; or (viii) any violations of Law, client's designs, specifications, and/or instructions, and/or the gross negligence or willful misconduct of client and/or any of its Users or Representatives. Notwithstanding the foregoing, client shall have no obligation to indemnify, defend or hold harmless Company to the extent that such claim is due to Company's gross negligence, willful misconduct, or material breach of this Agreement.

C. Procedure for Indemnification. A party seeking indemnification hereunder (the "indemnified party") shall provide the other party (the "indemnifying party") with: (i) prompt notice of any claim subject to indemnification; provided, however, that the indemnifying party shall not be relieved of any indemnification obligation hereunder except to the extent it is materially prejudiced as a result of the indemnified party's failure to provide prompt notice; and (ii) reasonable assistance to defend or settle such claim at the indemnifying party's expense. The indemnifying party shall have sole Control of the defense and all related settlement negotiations of such claim provided that the indemnifying party shall not agree to any settlement or compromise that (a) results in any admission on the part of the indemnified party, (b) imposes any obligation or liability on the indemnified party (other than monetary liabilities for which the indemnified party is indemnified by the indemnifying party under this section), or (c) has a judicially binding effect on the indemnified party, in each case without the indemnified party's prior consent. In the event (I) the indemnifying party has failed to adequately assume and actively conduct the defense of such claims or to engage counsel with respect thereto, or (II) if the indemnified party delivers a written opinion of legal counsel that an ethical conflict of interest exists between the interests of the indemnifying party and the indemnified party that requires representation by separate counsel, then the indemnified party shall be entitled to defend the claim with counsel of its own choosing at the expense of, for the account of, and at the risk of the indemnifying party. Additionally, the indemnified party shall have the right to participate in the defense and settlement negotiations of such claim through its own counsel at its own expense.

D. Infringement or Misappropriation Claims. If Company receives information about an infringement or misappropriation claim related to the site, program, solutions suite and/or the Service, Company may in Company's sole discretion: (i) modify the site, program, solutions suite and/or the Service so that it no longer infringes or misappropriates, (ii) obtain a license for client's continued use of the site, program, solutions suite and/or the Service in accordance with this Agreement, or (iii) terminate

provision of the site, program, solutions suite and/or the affected Service upon notice and refund client any prepaid fees covering the remainder of the term.

E. Sole and Exclusive Remedy. This section states Company's sole liability to, and client's exclusive remedy against, Company for any type of claim described in this section.

21. Limitation of Liability.

A. No Consequential Damages. To the maximum extent permitted by Law, and except for Company's indemnity obligations as provided in this Agreement or as otherwise required by Law, in no event shall Company (or affiliates, representatives, suppliers or licensors) be liable to the Client or any other person for the cost of substitute goods or services or any special, consequential, incidental, indirect, or punitive damages, however caused, arising out of or resulting from this Agreement, regardless of the form of action, whether for breach of contract, breach of warranty, tort, negligence, strict product liability or otherwise (including, without limitation, damages based on loss of profits, data, files, or business interruption or opportunity), whether or not Company has been advised of the possibility of such damages.

B. Aggregate Liability. Except for a Company's indemnity obligations as provided in this Agreement or as otherwise required by Law, to the maximum extent allowed under Law, in no event shall Company's aggregate liability (including for direct damages) for all matters arising out of, under or in connection with this Agreement, whether in contract or in tort, exceed fees received by Company pursuant to Company providing the site, program, solutions suite and/or the Services (including those fees paid by a payer) during the twelve (12) month period immediately preceding the event that gave rise to the applicable claim.

22. Injunctive Relief. Any breach or threatened breach of client's obligations set forth in this Agreement shall result in a substantial likelihood of irreparable harm and injury to Company for which monetary damages alone would not be an adequate remedy, and which damages are difficult to accurately measure. Accordingly, client agrees that, in addition to any other remedies available, Company shall have the right to obtain, without the necessity of posting any bond, immediate injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy of injunctive relief is agreed to without prejudice to Company's right to exercise any other rights and remedies it may have. Any remedy of Company set forth in this Agreement is in addition to any other remedy afforded to Company, by Law or otherwise.

23. Miscellaneous.

A. Beneficiaries of Agreement. Company's licensors shall have the benefit of Company's rights and protections hereunder with respect to the applicable IP Rights licensed to Company. Other than as set forth in the immediately preceding sentence and except as otherwise expressly set forth herein, this Agreement is for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The

Agreement is binding upon and inures to the benefit of and is binding upon the parties, their respective successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns, except to the extent terminated with respect to a lost Property. This does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under this Agreement. The assignment language in section 16(f) below addresses these matters.

B. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of the other party.

C. Governing Law; Arbitration; Attorneys' Fees. This Agreement will be governed by the Laws of the state of Delaware (except for conflict of laws rules). Unless otherwise required by Law, any dispute arising out of or relating to this Agreement will be resolved exclusively by binding arbitration in Delaware, before a single arbitrator, in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA") then prevailing. In any action at law or in equity to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover expenses, including reasonable attorneys' fees and costs (including the fees of the arbitrator and of the AAA), in addition to any other relief to which that party may be entitled.

D. Notices. Notices will be made electronically to client at the most recent email address consistently used for client-Company communications or by us postal mail to the address provided in the most recent Order Document. Notices will be made electronically to Company at legaldepartment@prth.com, or via U.S. postal mail to Prisma Prop Tech, LLC, c/o Priority Tech Ventures, LLC 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004, Attn: General Counsel.

E. Force Majeure. Except for the payment of monies when due, for the period and to the extent that Company is unable to perform, in whole or in part, its obligations under this Agreement, where such inability arises by reason of any court order, Law, regulation, or agency rule or other governmental action or inaction, war, terrorism, cyber-attack, riot, strike, lockout, labor dispute, explosion, fire, storm, wind, flood, earthquake, pandemic, or other natural catastrophe or act of god (a "force majeure event"), Company will be temporarily excused from its obligations that are so prevented until the abatement of the force majeure event; provided that Company uses its commercially reasonable efforts to promptly overcome or mitigate the delay or inability to perform.

F. Assignment. Client may not assign or transfer any of its rights or obligations hereunder, whether by operation of Law or otherwise, without the Company's prior consent (which shall not be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Documents), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

G. Severability. If any provision of this Agreement is found unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. All provisions which by their nature are intended to survive termination or expiration of the Agreement (including the definitions of capitalized terms identified herein, confidentiality obligations, limitations on remedies, payment terms, IP Rights and indemnities) will survive.

H. No Waiver; Hierarchy. The failure or delay of either party to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same provision or any other provision. Any terms appearing in any of client's Order Documents (including any preprinted terms, but excluding all Order Documents signed by both parties) that differ from, are inconsistent with, or are in addition to the Agreement will be void unless accepted by Company in writing. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) an Order Document; (ii) these terms; and (iii) the Documentation.

I. Entire Agreement; Counterparts. The Agreement constitutes the entire agreement between client and Company regarding client's use of the site, program, solutions suite and the Services and supersedes all prior and contemporaneous agreements, representations, written or oral, concerning the subject matter of the Agreement. No other terms, conditions, requirements, or obligations provided to Company by client (or by a third party on client's behalf) are applicable or enforceable, including but not limited to any terms and conditions contained in a client purchase order, vendor services agreement, or vendor management/vendor onboarding documentation. Except as otherwise set forth in the Agreement, the Agreement may only be amended or modified by mutual, written Agreement of the authorized Representatives of the parties. This Agreement may be executed in counterparts and may be validly executed and delivered by electronic transmission.

24. Definitions.

The capitalized terms set forth in the Agreement shall have the meanings ascribed to such terms in accordance with how they are defined herein and hereafter. Definitions immediately below constitute a portion of the capitalized terms contained within the Agreement and the remainder are located as close as practicable to their introduction.

A) "Affiliate" means any person that directly or indirectly Controls, is Controlled by, or is under common Control with the subject person.

B) "Agreement" means, collectively, the Company Services Agreement, these terms, and all accompanying Order Documents.

C) "Certified Payment" means a payment that is supported by all commercially reasonable documentation that may be used to successfully refute a Chargeback or Return

D) "Control", for purposes of this definition, means direct or indirect ownership or Control of more than fifty percent (50%) of the voting interests of the subject person.

E) "Documentation" means, individually and collectively, as the case may be and context requires, (i) Company's online user guides, documentation, and help and training materials that describe the Service, as updated from time to time, accessible via Company support, and (ii) in the case of hardware, individually and collectively, as the case may be and context requires, the instruction manuals and instructions, warnings, and other information for such hardware, including those displayed or affixed on the hardware itself.

F) "Harmful Code" means code, files, scripts, agents, software routines, or programs designed or intended to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions, including, for example, viruses, worms, time bombs, and trojan horses.

G) "IP Rights" means (i) patents, patent applications, and statutory invention registrations, (ii) trademarks, service marks, trade dress, logos, trade names, domain names, and other source identifiers, together with all goodwill associated therewith, (iii) copyrights, trade secrets, including confidential and proprietary information and know-how, and (iv) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, arising under Law, including, in each case, all applications, issuances, and registrations with respect thereto.

H) "Law" means all applicable federal, state, and local Laws, codes, rules, regulations, and orders of any governmental authority together with Visa, MasterCard, Discover and American Express rules as applicable.

I) "Manager Portal" is the administrative portal within the solutions suite that permits clients to view its Residents' use of and the performance of the Service.

J) "Order Document" means individually or collectively any addendum(s) (including Property addition addendums), amendment(s), order documents, program or Service initiation documents, or purchase orders entered into by Company and client that are executed by client (such Order Documents are expressly incorporated into the Agreement).

K) "Pay" means the Service that provides: (i) the facilitation of payments from client's payer(s) who initiate payment transactions through the Services via ach or credit/debit card (including Visa, Mastercard, Discover, American Express), or other agreed payment options; (ii) the any services which facilitate client payments; (iii) the creation of a merchant I.D. account for client to enable Company to facilitate payments; and (iv) the crediting/debiting of client's bank account(s) provided by client to Company in the name of the client, and any IP Rights related to the foregoing.

L) "Property" or "Properties" means real properties either owned by or under the management of client, including where client is acting as owner's agent, that are under contract for Services pursuant to the Agreement.

M) "Representatives" means, with respect to either party, such party, such party's Affiliates, and its and their respective directors, officers, employees and agents.

N) "Resident" means the lessee of record and/or current occupant of Property owned or under the management of client and receiving a Service pursuant to the Agreement.

O) "Resident data" means the personally identifiable information and/or other information or data regarding Residents provided by client or its Users to Company in connection with the Services and/or the solutions suite.

P) "Resident Provided Data" means the personally identifiable information or other information or data regarding Residents which (i) is submitted by Residents directly to Company via the solutions suite in connection with the Services and/or the solutions suite; (ii) is confirmed by Resident directly and/or via the solutions suite; and/or (iii) is independently acquired by Company from an unrelated third-party source.

Q) "Service" or "Services" means, individually and collectively, as the case may be and as the context requires, online and e-payments.

R) "Service Data" means all data, content and statistics collected, processed, transmitted, maintained, or generated by the Service, including geographic, demographic, economic, rental rates, occupancy rates, utility usage, utility consumption, etc.; and with regard to payment processing information all information related to how a payer is set-up through the solutions suite; and also including the results of any data analysis relating to any of the foregoing, including all Resident Provided Data. "Service Data" does not include Resident data.

S) "User" means an employee, consultant, third-party Service provider, or agent of client who is authorized by client to access to and use the solutions suite (including the Manager Portal) and to whom client (or Company at client's request) has supplied credentials.

Terms and Conditions Specific to Pay Services.

The following terms and conditions are applicable to all clients that utilize the Services involving payment processing ("Pay Services"), as applicable.

A. Agency/Obligations. Client appoints and authorizes Company as client's limited agent to act on client's behalf for the purpose of receiving, holding, facilitating, and settling payments to client made by payers. Company will settle to client payments that are received by Company less any fees or other obligations owed to Company. Client agrees that a payment received by Company, on behalf of client, satisfies the payer's obligations to make the applicable payment to client, regardless of whether Company actually settles such payment to client, and accordingly, such payment obligation if considered satisfied and extinguished upon receipt. Subject to Law and card association rules, in the event that Company does not make any such payment to client as described in this Agreement, client will have recourse against Company and not payer, as such payment is deemed made by payer to client upon receipt by Company. Company may engage one (1) or more payment processors to provide some or all of the Pay Services (a "processor"), and may require client to enter into terms and conditions with a processor to facilitate the provision of the Pay Services to client. If there is any conflict between the provisions of

this Agreement and the terms and conditions of a processor, the provisions of this Agreement will Prevail.

B. American Express Card Acceptance. If client elects to utilize American Express card Services, the following terms and conditions apply. (i) Client agrees to comply with all Laws, rules and regulations, including the American Express merchant operating guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant operating guide may be viewed at: www.americanexpress.com/merchantopguide. (ii) Client is prohibited from processing transactions or receiving payments on behalf of, or (unless required by Law) redirecting payments to any other party. (iii) Client confers on American Express the beneficiary rights, but not obligations, to the sponsored merchant's agreement and subsequent addenda (collectively the "Amex Agreement") between client and Company, and, as such, American Express has the express right to enforce the terms of the Amex Agreement against the client. (iv) client warrants that it does not hold third party beneficiary rights to any agreements between Company and American Express and at no time will attempt to enforce any such Agreements against American Express. (v) Client acknowledges and agrees that in no event shall American Express, its Affiliates, agents, successors, or assigns be liable to sponsored merchant for any damages, losses, or costs incurred, including incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based on contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory), arising out of or in connection with the Amex Agreement.

C. Compliance with Law. Client acknowledges that it will not generate a transaction that violates Law or agrees and acknowledges that it will comply with the current Law, including but not limited to the NACHA operating rules which govern the ach network. The "ach network" means the funds transfer system ("network") governed by the NACHA operating rules, which provides for the inter-financial institution clearing of electronic entries for participating financial institutions. Failure to comply with Law, including but not limited to the NACHA operating rules and guidelines shall result in suspension or termination of the Pay Service. Additionally, client shall provide any/all information requested by Company to allow Company to perform the required credit checks, due diligence, underwriting, and/or know your client ("KYC") obligations (such information may include personal information). Company is required to follow KYC obligations and anti-money laundering regulations and must perform a review of client, its principal and its authorized Representative. Client authorizes Company, any reporting agency employed by Company, and any agents thereof, to investigate the references, statements and data provided by client for Company to perform the Services. Company has no obligation to provide the Pay Service(s) unless and until such time as Company has conducted and client has successfully completed (in Company's sole discretion) Company's due diligence, underwriting, and/or KYC review. Client certifies that neither client nor any owner, officer, or authorized signer of client has ever been terminated as a Visa, Mastercard, Discover or American Express merchant.

D. Payout Services. Company and/or its processor(s) may conduct regular quality assurance reviews as part of its regulatory obligations to ensure legal, compliance, and security standards are met, including requests for further details related to any of

client's Pay transactions. Client agrees to respond to all requests within three (3) business days. Client's failure to provide the requested transaction details, may result in the suspension of client's use of the Pay Services until a full response is provided.

E. Term and Pricing. The term of this Agreement shall be 3 years and commence upon client's acceptance of the Order Documents (the "Effective Date") and shall continue in full force and effect until the expiration of 3 years or the termination as provided hereunder (the "Initial Term"). Upon expiration of the Initial Term, unless terminated by customer with at least 90 days' notice prior to the end of the term and /or is terminated by terms under this agreement hereunder, this Agreement shall auto renew for successive 3-year terms. During the term of this Agreement, Company will be the exclusive online payment provider for client (i.e., client shall not enter into any contract with any similar or competing businesses offering payment provider services for so long as this Agreement is in force). Company may change pricing at any time upon 10 days' notice to client. Termination and/or expiration of this Agreement will not relieve Client or Property Owners of any obligation to pay Company any fees accrued through the date of termination. Company will complete any Payments in process at the time of termination and will deduct any fees owed to it at that time. However, Client and the applicable Property Owner will remain liable for Chargeback and Chargeback Fees after the termination of this Agreement. Any party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity and will not relieve any party of breaches occurring prior to the effective date of such termination. Final disbursements to a Property Owner are required to be made via ACH batch deposit and in no event shall disbursements be made via any other payment method unless agreed to by Company.

F. Chargebacks, Returns and Certified Payments. In the event that a credit issued by Company on behalf of a payer is returned by the account holders' bank or credit card company for fraudulent activity, insufficient funds, chargeback dispute, or any returned item, client understands that the credit for the returns item issued will be reversed from the original deposit account. In this event, client certifies that the funds will be available for reversal and that client will be liable in the event that the funds are not available. Any Payment by a Resident or Homeowner is subject to a right of chargeback if paid by credit or debit card ("Chargeback") or a right of return ("Return") if paid by paper check or ACH. The rights to a Chargeback and a Return exist between the Resident and their respective bank or card issuer, and such rights allow Residents to dispute potentially fraudulent transactions and for the respective bank or card issuer to return failed payments for a variety of reasons, including due to insufficient funds. In the event of a Chargeback or Return on any Payment, other than a payment that the Company identifies as a Certified Payment (Client must be enrolled in Company's Certified Payment Program on Company order form to take advantage of certified payment protection), Company may automatically deduct such amount plus any fees associated with the Chargeback ("Chargeback Fee") or Return ("Return Fee"), as applicable (as such fees are set forth on the applicable Property Order Form), from the applicable Property Owner's bank account. Upon request by Client or applicable Property Owner, Company will use commercially reasonable efforts to investigate the validity of the Chargeback or Return, as applicable, on Client's behalf. Client agrees to cooperate with Company and to provide any information that may be reasonably requested by Company in its investigation of a Chargeback or Return. In the event that Client does not provide the information required to successfully refute a chargeback, Client and/or the Property Owner will be liable for that chargeback loss. Certified Payment Protection for Client is subject

to a limit per Client and/or a limit per property at Company's sole discretion and is subject to the terms of the Order Documents.

G. Billing. Client understands and agrees that all client paid fees and charges will be auto debited by Company and/ or property bank account, monthly. Client understands and agrees to provide a voided check per bank account to be debited, monthly.

H. Client Content. Client understands and agrees that Company shall have no liability for any/all representations, statements, leases (including but not limited to lease agreements, lease agreement addenda, Resident checklists, and any form that Residents execute), waivers, and/or other content ("client content") provided to client's Residents pursuant or related to the site, program, solutions suite and/or Services. Client is required to ensure that all client content is accurate, up-to-date, and complies with Law. Additionally, client understands and agrees that Company will not, and has no obligation to, review the client content provided or related to the site, program, solutions suite and/or Services, and Company does not guarantee the enforceability or legality of any such client content. Client warrants that such client content has been reviewed and approved by client's legal counsel.

I. Processor / Issuer Agreements. Client hereby agrees to be fully bound by all terms and conditions of Company's payment processor vendors, as well as terms and conditions of all banks, card issuers and other similar parties, related to the Pay Services.

J. Authorization for Debits and Credits. Client and each Property Owner hereby authorize Company to credit and/or debit such Property Owner's bank account(s) set forth on the applicable Property Information Form (or such other new or updated bank account(s) communicated to Company) for the following purposes: (a) to deposit Payments and (b) to debit any chargebacks, refunds, reversals or returns.

K. Set-Off. If Company is unable to debit a Property Owner's bank account for any chargebacks, refunds, reversals, fees or charges owed to Company pursuant to this Agreement, Company may offset such amounts against any Payments collected by Company

L. Client Rewards Program

(a) **Overview.** Subject to the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to make the Rewards Program available to each Unit in the Property(ies) that Client or the Property Owner has selected to participate in any offered Rewards Program (each, a "**Participating Property**"). For the avoidance of doubt and subject to the above, all Units (and Residents thereof) of a Participating Property shall be provided access to the Rewards Program. The Rewards Program term will be on an annual, auto-renewing basis, commencing on the date such Property is first enrolled (the "**Program Term**"), or until Company terminates the Rewards Program.

(b) **Access to Resident Rewards Program:** Company shall use commercially reasonable efforts to provide Residents with access to a rewards program (the "Rewards Program") e.g., the Piñata Resident Rewards Program, which is integrated into the Resident's account. Rewards would be activated through Company's portal or in such other manner as Company may from time to time direct.

(c) **Responsibility.** Client and each Property Owner represents and warrants that it will comply with all Legal Requirements, including, but not limited to, relating to nondiscrimination and fair-housing regulations, and/or data security and privacy, with respect

to the use and provision of the Rewards Program and any Reward Requirements. Client and each Property Owner acknowledge and agree that the Rewards Program, and any Rewards issued in connection therewith, unless hereafter otherwise expressly agreed to in writing by Company, are solely with a third-party rewards provider (and not with Company nor any of Company's Affiliates), and neither Company nor any Company Affiliate shall have any responsibility, obligation, or liability to Client, any Property Owner, or any Resident related to the issuance or payment of any Rewards.

Terms and Conditions Specific to Utility Resident Billing Services

The following terms and conditions are applicable to all Clients that utilize the Utility Resident Billing Services.

A. Utility Resident Billing Service – Scope.

i. **Resident Billing Processor.** Company will perform certain utility resident billing services (the "Utility Resident Billing Services") for each Property located in a state or locality whose laws or regulations do not prohibit Utility Resident Billing Services. Company will not collect any monies from Residents. Only client will collect amounts owed by Residents. Company will provide client with a monthly breakdown of the corresponding amounts billed for each utility, service, or fee to each Resident of the Properties.

ii. **Implementation.** In addition to other implementation requirements applicable to client which may be set forth elsewhere in the Agreement, Company will coordinate with client to create an implementation schedule to begin receiving data and generating statements for Residents. Key information will be gathered and billing rules will be developed for client review and approval before implementation will commence. Company will work with client's Property and IT personnel to establish and test a reliable data exchange process. Implementation will be completed following a mutually agreed upon schedule. Failure to meet this schedule may result in additional charges.

iii. **Convergent Resident Statement Creation.** Company will create a Resident statement for each unit in a Property for which client has notified Company that there is a Resident. Per client's instructions, the statement may include, among other items, monthly rent, Resident balance forward, any concessions, late fees, Resident statement fees, special facilities charges, utilities expenses (e.g., water, sewer, gas, or other fees), and other agreed-upon ancillary items and service charges (e.g., pet fees, pest fees, trash, cable expenses, telephone expenses, parking fees, and other items). With the exception of the utilities expenses, Company does not review the other charges and/or fees and or information provided by client for accuracy or compliance with Law.

iv. **Calculation of Resident Billing Statements.** Company agrees to allocate utility expenses per client's instructions and in compliance with Law. Company will prepare appropriate charges for each Resident based on the Resident data, the master meter utility invoices, and any other relevant factors.

v. **Client Submeter Readings and Calculation of Resident Billing Statements.** Company will review client-submitted submeter readings as needed for billing purposes from manual and/or remotely-read automatic metering systems. Client shall provide accurate submeter readings to Company in a timely manner. In the event that Company is required to produce estimated statements due to inaccurate or unprovided submeter readings, client understands that Company will only provide such estimated statements for the period prescribed by Law (or best industry practice where the Law does not include a stated time frame). Client must provide for maintenance and repair of all submeter systems, per Company's recommendations and/or the recommendations of the applicable equipment manufacturer or supplier. If a unit is occupied and the activated submeter shows no movement, the Resident will receive an estimated bill for utility usage based upon Company's examination of comparable month's utility usage (where allowed and as permitted by Law).

vi. **Convergent Resident Statement Delivery.** Company will provide Residents with their Resident statement electronically via email (where allowed by Law). Where electronic statements are not permitted by Law and/or in the event that client requests that Company send the Resident statements via U.S. Mail, Company may charge client a per statement mailing fee. The Resident is responsible for establishing and maintaining their personal email address. Company assumes no responsibility for undelivered emails due to Resident failure to maintain a current email with Company, interruptions in services caused by internet service providers, web application providers, or others factors beyond Company's control.

vii. **Ledger Update.** Company will update the property ledger with all Resident charges and fees that Company has calculated (such as Ratio Utility Billing ("RUBS") charges) so that Resident statements and property ledgers will maintain the same balances. Company will use automated data exchanges where possible.

viii. **Licenses or Permits.** If Law in the jurisdiction in which the Property is located requires client to obtain any registration, approval, license, or permit required for the provision of the Services, client hereby agrees to obtain such registration, approval, license, or permit and provide such registration, approval, license, or permit to Company upon request.

ix. **Service Suspension.** Company reserves the right to suspend providing the Utility Resident Billing Service in the event that continued provision of the Service would be non-compliant with Law, including but not limited to where estimated readings, and the related subsequent billing statements, would be out of compliance. Company shall not be liable for any damages due to such suspension.

B. Documentation. Client acknowledges that it is required to provide all of the information and documentation required by Company during the Service implementation process. Client understands that it may be required to affirm in writing that it has provided all such information and documentation during the implementation process. Company will not be liable to client, any third party, and/or governmental agency for any fees, charges, fines, or other amounts resulting from Client's failure to provide, and

continue to update, the information and documentation required by Company to provide the Services.

C. Billing Errors. If there is a billing error on any Resident statement, and the parties agree that the error was caused by Company, Company has the right to deliver a corrected Resident statement and will do so within five (5) business days of the discovery of the error with no additional remedy to Client. Client will remain responsible for the fees payable to Company for such statement, but Company will deliver the corrected statement at no additional charge.

D. No Legal Advice Provided. Client understands and agrees that any suggestion(s), and/or best practices provided by Company to client regarding any Law, utility billing calculation, or implementation shall not be considered legal advice and client is fully responsible for consulting its own legal representation. Client warrants that any suggestion(s), and/or best practices provided by Company to client have been reviewed and approved by their legal representation prior to implementation by client. To the maximum extent allowed by law, client agrees to waive any and all liability of Company as to these matters.

UEM SERVICES TERMS AND CONDITIONS.

The following terms and conditions are applicable to all Clients that utilize utility expense management (“UEM”) Services.

A. Implementation. Company will coordinate with client to create an implementation schedule to begin receiving and processing client’s utility bills. Key information will be gathered and a user profile will be developed for client’s review and approval before implementation and bill processing can begin. Implementation will be completed following an agreed upon schedule. Client must send all applicable utility providers a written notice authorizing Company to begin processing and paying the utility bills on client’s behalf.

B. Invoice Processing. Following implementation, Company will receive and process invoices for utility payables. Utility bills may be received from the utility vendor in paper or electronic form. Utility invoices that Company receives will be entered and validated to ensure accuracy. During this process, key payment and utility data elements will be captured for management analysis purposes. In instances where a vendor bills multiple modes of service from one utility account number, two or more unique utility account number records will be established, each with the base utility account number and a “payment-assigned” suffix.

i. If the parties jointly determine that a late fee was assessed due to a Company failure to process invoices as set forth herein, Company will reimburse client for the late fee within thirty (30) days of the joint determination. Company will process all late fees as presented. After payment, Company will research any late fee of fifty dollars (\$50.00) or greater if there is a reasonable time period between the pay date and next invoice due date. Company will then contact the utility vendor to seek a credit on eligible late fee

amounts on the next billing. Late fee research will only occur for those invoices that Company processes.

ii. Company agrees to receive and process invoices from third party utility vendors on client's behalf. For an additional charge, at Client's request, Company will process payable invoices from non-utility vendors such as cable, telephone, and trash.

iii. Client agrees to notify its vendors of all necessary changes to client's account with such vendors and to execute any and all forms and authorizations as may be required to authorize Company to receive invoices directly from all relevant vendors. Company will provide reasonable assistance in this process upon Client's request, but Client is ultimately responsible for effectuating any needed changes. Company will not be responsible for processing invoices from a specific vendor until client's necessary account changes are completed and Company has received the first invoice from the vendor.

iv. Company will make client's data and related account information (such as scanned images of invoices) available for clients online access for up to six (6) months following the processing date of the invoice. Company reserves the right to modify the time frame for maintaining this electronic information in its sole discretion.

C. Payable Processing.

i. Company will analyze invoices received from vendors for the Properties. Company will work with client to establish tolerances that help identify possible usage and financial exceptions and apply reasonableness tests, based on industry knowledge, to find and confirm billing errors. In cases where Company identifies that an error exists, Company will work with the vendor to resolve all identified errors and work to obtain a refund or credit for client.

ii. Invoices will either be (i) automatically posted as a payable to client's designated general expense account for each vendor with a postdate matching the calendar date the invoice is processed or (ii) provided to client in a manner that will allow client to update its accounting software; unless client agrees otherwise in writing.

iii. Company (and/or its partner) will post payables using a standard naming convention which reflects the invoice number set by the vendor. If the invoice number is not available, then the following format may be used: Account # + mm/dd/yyyy (invoice date). Any additional annotations for payables will be entered in a standard format, for example: Utility Type + Meter Account # + Service Dates.

iv. Company (and or its partner) will analyze and create a payable batch which will be available for client's review within five (5) business days after our receipt of an invoice. Company will not be responsible for any vendor late fees incurred due to delayed invoice mail delivery, client's failure to remit timely payment to a vendor, or any other reason beyond Company's control.

v. Client agrees to conduct a timely review of all electronic data batch transmissions and identify any errors. Client further agrees to notify Company of any errors as soon as possible, but in all events no later than sixty (60) days after the processing date.

vi. Company will furnish standard payables control reporting and customized electronic general ledger interfaces to client. During the Service implementation process, Company will work with client to define all reporting frequencies and cut-offs.

d. **Vacant Unit Management.** When apartments are vacated, the utility service is often placed in client's name. Company will endeavor to update the mailing address associated with any landlord agreements that the site has in place so that these vacant invoices are mailed directly to Company's processing facility. However, in the event that utility bills for vacant apartments are sent to the site, these must be forwarded directly to Company. Vacant unit bills are processed for payment, but are not audited due to their intermittent nature and a lack of comparable history.

e. **Vacant Cost Recovery.** Upon a new Resident occupying a unit, at client's request, Company will help ensure that the utility costs are properly allocated to the new Resident and not paid by client. To help ensure that the new Resident assumes responsibility for the utility costs for the unit in a timely manner, Company will match the move-in date of the new Residents to those units billed in client's name. If Company finds periods of time where a Resident was actually in occupancy of the unit, but the utility bill was left in client's name, Company will calculate a per diem rate for such period and help facilitate Resident billing for those costs. A per instance Resident vacant cost recovery ("VCR") fee determined by the client will be billed to the Resident and paid to client; additionally, Company will bill client for the corresponding client VCR charge indicated on the Agreement. If client provides Company with incorrect Resident data that results in erroneous vacant recovery identification, client will be charged any associated or resulting fees. Company will include the Resident VCR fee in the Resident statement at the direction of the client but client is responsible for ensuring this Resident VCR fee is legal and reasonable. Client, not Company, is liable for any and all issues and liabilities arising from or related to the charging of Resident VCR fees, and client will indemnify Company for any related third party claims. If there is an error in the vacant cost recovery allocation, Company has the right to correct such error with no additional remedy to client. Also, in addition to any other limitations of liability and notwithstanding anything to the contrary set forth in this Agreement, Company's maximum liability to client for Company's performance under this Section shall be \$25,000.00.

f. **Documentation.** Client acknowledges that it is required to provide all of the information and documentation required by client during the Service implementation process. Client understands that it may be required to affirm in writing that it has provided all such information and documentation during the implementation process. Company will not be liable to client, any third party, and/or governmental agency for any fees, charges, fines, or other amounts resulting from client's failure to provide, and continue to update, the information and documentation required by Company to provide the Services.

g. No Legal Advice Provided. Client understands and agrees that any suggestion(s), and/or best practices provided by Company to client regarding any Law, utility billing calculation, or implementation shall not be considered legal advice and client is fully responsible for consulting its own legal representation. Client warrants that any suggestion(s), and/or best practices provided by Company to client have been reviewed and approved by their legal representation prior to implementation by client. To the maximum extent allowed by law, client agrees to waive any and all liability of Company as to these matters.