



# TERMS AND CONDITIONS FOR PROPERTY MANAGERS

These Terms and Conditions form part of, and are incorporated into, the Services Agreement by and between Piñata Rent, Inc., a Delaware corporation (“**Company**”), and the Customer signatory thereto (“**Customer**”), effective as of the Effective Date set forth on such initial Order Form (the “**Effective Date**”). Company and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Customer desires to subscribe for, and Company desires to provide to Customer, those proprietary products and services of Company (collectively, the “**Services**”) set forth on one or more Order Forms and made available by Company on and after the Effective Date, for use on the terms set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

- a. “**Aggregated Statistics**” means (a) data and information related to Customer’s and Authorized Users’ use of the Services and/or Partner Services that is used by Company in an aggregate and anonymized manner, including, without limitation, to compile statistical and performance information related to the provision and operation of the Services and/or Partner Services, and (b) all output, copies, reproductions, improvements, modifications, adaptations,

translations and other derivative works that are based on, derived from or otherwise use any Customer Data.

- b. **“Authorized User”** means Customer’s renters, employees and consultants (i) who are authorized by Customer to access and use the Services and Partner Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services and Partner Services has been purchased hereunder.
- c. **“Company IP”** means the Platform, the Services, the Documentation, any patent, copyright or trademark of Company, and any and all other intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP includes, without limitation, Aggregated Statistics and any information, data, or other content derived from Company’s monitoring of Customer’s access to or use of the Services and/or Partner Services, but does not include Customer Data.
- d. **“Customer Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services and/or Partner Services.
- e. **“Documentation”** means any user manuals, handbooks, and guides relating to the Services, as provided by Company to Customer, including, without limitation, electronically.
- f. **“Earned Fees”** shall mean, collectively, all affiliate fees, commissions, revenue share, royalties, earnings, credits or other compensation of any kind, in each case, actually received in cash by Company (without duplication) from sponsors, partners, brands, affiliates, providers or any other third party (collectively, the **“Sponsors”**) as a result of any purchase by any Registered User in the marketplace provided through or operated on the Platform or in the rewards program operated thereon, whether one-time or recurring in nature, in each case, solely during the period during which such Registered User is registered for Piñata Pro (as determined by Company) (such period, the **“Piñata Pro Registration Period”**); provided, however, that the following shall be deducted from the calculation of Earned Fees, without duplication: (x) with respect to commercially reasonable amounts paid within any specified period by Company and not attributable to individual Registered Users, prorated portions of such amounts (based on the numbers of Registered Users and the numbers of all Platform users at the end of such period) (A) for acquisitions to support product offerings in connection with the Platform, and (B) to any technology provider or technology partner in connection with support for the rewards and/or the marketplace provided through the Platform, and (y) to the

extent not covered by clause (x), in the event that any given Earned Fee relates to or is generated from the sale by Company of any goods or services for which Company had paid or incurred an actual, *bona fide* cost of acquisition, the apportioned amount of such cost.

- g. “**Order Form**” means each Services Order Form entered into by Company and Customer.
- h. “**Partner Service Fees**” means Fees identified as “Partner Service Fees” on each Order Form.
- i. “**Partner Services**” means the services identified on each Order Form as “Partner Services”.
- j. “**Platform**” means the rent rewards platform provided by Company from time to time.
- k. “**Registered User**” means an Authorized User that registers to access the Platform through or as a result of one or more means provided by Customer, as determined by Company.
- l. “**Revenue Share Amount**” means, with respect to any time period, the aggregate Earned Fees for such period, multiplied by the Revenue Share percentage set forth on the applicable Order Form.
- m. “**Revenue Share Report**” shall mean, with respect to any calendar quarter, a written report that sets forth all Earned Fees for such quarter, as well as a calculation of the Revenue Share Amount relating to each Earned Fee and the aggregate Revenue Share Amount for such quarter.
- n. “**Third-Party Products and Services**” means any third-party products and services (i) provided with or incorporated into the Services or (ii) otherwise provided to Customer under this Agreement.

## 2. ACCESS AND USE

- a. Provision of Access.
  - i. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14(g)) and non-sublicensable right to access and use the Services and the Documentation during the Term, solely for use by Authorized Users in accordance with the terms and

conditions herein; provided that the Documentation may be used only in connection with proper use of the Services).

- ii. Subject to and conditioned on Customer's payment of Partner Service Fees and compliance with all other terms and conditions of this Agreement, Company shall use commercially reasonable efforts to make available to Customer, on a non-exclusive, non-transferable (except with the consent of third-party providers of the Partner Services) and non-sublicensable basis, the Partner Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. The Partner Services are not Services but constitute Third-Party Products and Services. Customer acknowledges that its and Authorized Users' access to Partner Services may be subject to payment of additional amounts, and agreement to additional obligations, as required by the third-party providers of such Partner Services.
  - iii. Use of Services, Documentation and Partner Services, if by Customer's employees or consultants, is limited to Customer's internal use. The total number of Authorized Users, and the number of Units for which the Services and Partner Services may be used, will not exceed the number, if any, set forth on the applicable Order Form. In addition to all other obligations under this Agreement, Customer shall, and shall cause all users of the Services, Partner Services and Documentation to comply with all limitations and other restrictions contained in the applicable terms located at <https://www.pinata.ai/terms-of-service-property-managers>, and any successor site.
- b. Reservation of Rights. Company reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company IP or Partner Services.
  - c. Security of Customer's Account. Customer is responsible for the security of Customer's and each Authorized User's account and Customer's and each Authorized User's use of the Services and the Platform. (i) each of Customer and each Authorized User is responsible for establishing and maintaining the confidentiality of its account, its account access credentials (for example, username and password), and the information submitted via its account or otherwise in connection with its use of the Services or the Platform. Customer agrees that Customer and each Authorized User will use reasonable and prudent efforts to prevent unauthorized access to or use of its account or the Services or the Platform. (ii) Each Authorized User must have unique access

credentials. Authorized Users may not share access credentials. Customer will perform entitlement reviews of access controls for all Authorized Users and provide Company with reports of such entitlement reviews upon its request. (iii) Customer will notify Company immediately of any unauthorized access to or use of Customer's or any Authorized User's account or the Services or the Platform ("**Security Incident**"). Customer will pay all costs, expenses, and damages arising from or relating to a Security Incident to the extent caused by an act or omission of Customer or an Authorized User, including, without limitation, costs of remediation, notifications, credit monitoring services, penalties, and other damages incurred by Customer, Company, or any third party.

- d. Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services and/or Partner Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's or any Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) Customer, or any Authorized User, is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Company's provision of the Services or Partner Services to Customer or any Authorized User is prohibited by applicable law; or (F) in the case of the Partner Services, the Partner Services are used in an unlawful or improper manner, or otherwise in violation of any third-party terms applicable to such Partner Services; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the Services or Partner Services; or (iii) in accordance with Section 5(b)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services and/or Partner Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including, without limitation, any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

- e. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and Partner Services and collect, compile and create Aggregated Statistics. As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the Services and/or Partner Services. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.
- f. **Protection and Use of Data.** Company will maintain appropriate technical and organizational safeguards for protection of the security, confidentiality and integrity of Customer Data, excluding Customer Data collected, processed, or stored by the Third-Party Products and Services. Those safeguards will include measures for preventing access, use, modification or disclosure of such data and information by Company's personnel except (a) to provide the Services and access to the Partner Services, to prevent or address service or technical problems or as otherwise permitted by this Agreement, (b) to third parties, such as providers of Third-Party Products and Services, vendors, consultants and other service providers, who require access to or use of such data to provide products and services to Company for Company's business purposes, provided that such third parties are subject to data security and confidentiality obligations with respect to such data, (c) to collect, compile and create the Aggregated Statistics, (d) in accordance with, or as required by, any applicable law, regulation, legal process or governmental request, (e) as permitted by or disclosed to Authorized Users (including as set forth in Company's website terms, privacy policy or other terms or notices provided to Authorized Users), or (f) as Customer expressly permits in writing. Company may (but is not obligated to) delete or destroy Customer Data and other information, data and other content provided by, or relating to, Authorized Users upon the first to occur of (x) expiration or termination of the account of the applicable Authorized User; (y) the expiration or termination of this Agreement; or (z) receipt by Company of a request from an Authorized User to delete, destroy or return such data and/or other information. Without limitation of Company's other rights under this Agreement, with respect to Customer Data that consists of renter information provided by or on behalf of Customer in or by means of Yardi or any other real estate software package (a "**Third-Party Package**"), (i) Company is expressly permitted to download, store and use, and otherwise exercise all rights under this Agreement with respect to, such Customer Data whether or not such Customer Data relates to persons who are current renters, and (ii) Company shall have no liability relating to such Third-Party Package and/or any integration of, use of or access to such Third-Party Package.

- g. Customer Responsibilities for Customer Data; Privacy Laws. At all times, Customer is responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data. Customer agrees that with respect to Customer Data, including personal information contained therein, Customer is the “owner” or “controller” and Company is the “processor,” as those terms may be used under applicable privacy or data security law. Customer is responsible for all compliance with applicable privacy and data security law, including responding to individuals’ requests related to their rights under applicable privacy and data security law and providing individuals with required notifications, including notifications of security breaches. Notwithstanding the foregoing, Company may (but is not required) to respond to requests and provide notifications to individuals under applicable privacy and data security law, including notifications of security breaches. To the extent that Company assists Customer with Customer’s compliance obligations under applicable privacy or data security law, Customer shall reimburse Company for any time spent by Company for such assistance at Company’s then-standard or other reasonable professional services rate and any out-of-pocket costs reasonably incurred. Customer agrees that, in addition to Company’s other rights under this Agreement, Company may use, disclose and maintain information according to Company’s privacy policy posted at <https://www.pinata.ai/privacy-policy/> and/or any successor site and any changes to the policy published by the Company. Customer represents and warrants that Customer has complied with all applicable law and received the proper authority or consent to allow Company to collect and process Customer Data, including, without limitation, personal information, from Customer and Authorized Users to provide the Services and access to the Partner Services and operate the Company’s business.

Customer CCPA/CPRA Obligations as Controller. Customer acknowledges that with respect to renter Personal Data that Customer discloses to Company, Customer acts as the Controller (as that term is defined under the CCPA/CPRA and as used in any applicable Data Protection Addendum between the parties). As Controller, Customer is solely responsible for: (a) providing renters with any notices required under the CCPA/CPRA regarding the collection, use, and disclosure of their personal information, including notice of Customer’s disclosure of personal information to Company as a Service Provider; (b) establishing and maintaining a lawful basis for disclosing renter personal information to Company; (c) responding to renter consumer rights requests under the CCPA/CPRA (including requests to know, delete, correct, and opt out of sale or sharing) within the timelines required by law, and forwarding to Company any such request that requires Company’s assistance within fifteen (15) business days of receipt; (d) not directing Company to process renter personal information in a manner that would violate the CCPA/CPRA or any other applicable privacy law; and (e) ensuring that any consent or authorization obtained from renters for data sharing with Company is valid, informed, and

documented. Company, acting as Service Provider, will assist Customer in fulfilling verifiable consumer requests to the extent required by applicable law and as specified in any Data Protection Addendum between the parties.

AB 2747 — California Rent Reporting Obligations of Property Manager. If Customer manages residential rental property in California and Pinãta provides Credit Reporting services with respect to that property, Customer acknowledges and agrees that, effective January 1, 2025, California Assembly Bill 2747 (Cal. Civ. Code §1954.06 et seq.) imposes the following obligations on residential property managers: (a) Offer: Customer must offer positive rent payment reporting to eligible renters at California properties where Pinãta provides Credit Reporting services and where offering such reporting is feasible under applicable CRA agreements; (b) Notice: Customer must provide each eligible renter with written notice of the availability of rent payment reporting, the right to opt in and opt out at any time, the fee (if any, not to exceed \$10/month), and the positive-only nature of the reporting; (c) Consent: Customer must not enroll a renter in rent reporting without that renter’s express opt-in consent; (d) Opt-Out: Customer must promptly process (or direct Pinãta to process) any renter opt-out request and must not penalize a renter for opting out; (e) No Surcharge: Customer must not charge a renter more than \$10 per month for the rent payment reporting service, and must not condition the renter’s tenancy, lease renewal, or other housing services on the renter’s enrollment in rent reporting. Customer represents and warrants that it will comply with all obligations of a ‘landlord’ under AB 2747 with respect to any California property for which Pinãta provides Credit Reporting. Customer shall indemnify and hold Company harmless from any claims, penalties, or losses arising from Customer’s failure to comply with AB 2747.

Data Protection Addendum. Customer acknowledges that the parties’ respective data protection obligations with respect to renter Personal Data are governed by any applicable Data Protection Addendum (DPA) executed by the parties, which is incorporated into this Agreement by reference and takes precedence over these Terms and Conditions in the event of any conflict regarding the processing of Personal Data. If no DPA has been executed, the parties agree to negotiate and execute a DPA in good faith upon either party’s request, or upon the request of any consumer reporting agency or regulatory authority. Terms defined in the DPA (including “Personal Data,” “Controller,” “Processor,” “Service Provider,” “Data Breach,” “Sensitive Data,” and “Business Purpose”) have the meanings ascribed to them in the DPA when used in this Agreement in the context of data protection.

Data Breach Notification — Customer Obligations. If Customer becomes aware of any unauthorized access to, or disclosure of, renter personal information that Customer has provided to Company, Customer will: (a) notify Company without undue delay, and in any case within twenty-four (24) hours of becoming aware of or reasonably suspecting the breach; (b) cooperate fully with Company’s investigation of the breach; (c) not make any public disclosure or notification of a breach affecting data in Company’s systems without Company’s prior written approval, except where required by applicable law (in which case

Customer will provide advance notice to Company to the extent legally permissible); and (d) take commercially reasonable steps to mitigate the effects of the breach and prevent recurrence. Company's obligations in the event of a breach of Company's systems are set forth in any applicable Data Protection Addendum.

### 3. CUSTOMER RESPONSIBILITIES

- a. General. Customer is responsible and liable for all uses of the Services, Partner Services and Documentation resulting from access provided by Customer or otherwise obtained by Authorized Users, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and Partner Services, and shall cause Authorized Users to comply with such provisions.
- b. Third-Party Products and Services. Company may from time to time make Third-Party Products and Services available to Customer. Third-Party Products and Services are subject to their own terms and conditions, in addition to obligations in this Agreement. If Customer does not agree to abide by the applicable terms for any such Third-Party Products and Services, then Customer should not install or use such Third-Party Products and Services. Further, the Services may contain features designed to interoperate with Third-Party Products and Services. To use such features, Customer may be required to obtain access to Third-Party Products and Services from their providers, and may be required to grant Company access to Customer's account(s) on the Third-Party Products and Services. If the provider of Third Party Products and Services ceases to make the Third-Party Products and Services available for interoperation with the corresponding Service features on reasonable terms, Company may cease providing those Service features without entitling Customer to any refund, credit, or other compensation. Customer acknowledges that Company is not liable for any failure of any third party to provide any Third-Party Products and Services.
- c. Additional Customer Responsibilities. Customer will (a) use the Services and Partner Services only in accordance with the Documentation and applicable laws and government regulations, and (b) comply with terms of service of Third-Party Products and Services with which Customer uses Services.

- a. **Certain Usage Restrictions.** Customer will not (a) make any Services or Partner Services available to, or use any Services or Partner Services for the benefit of, anyone other than Customer or to Authorized Users as set forth on an Order Form, (b) make any Services or Partner Services available to, or use any Services or Partner Services for the benefit of, any competitor of Company, (c) sell, resell, license, sublicense, distribute, rent or lease any Services or Partner Services, or include any Services or Partner Service in a service bureau or outsourcing offering, (d) use any Services or Partner Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or applicable law, (e) use any Services or Partner Services to store or transmit Malicious Code (as defined below), (f) interfere with or disrupt the integrity or performance of any Services or Partner Services or third-party data contained therein, (g) attempt to gain unauthorized access to any Services or Partner Services or its related systems or networks, (h) permit direct or indirect access to or use of any Services or Partner Services in a way that circumvents a contractual usage limit, (i) copy a Service or Partner Service or any part, feature, function or user interface thereof, (j) copy any Services or Partner Services except as permitted herein or in an Order Form or the Documentation, (k) frame or mirror any part of any Services or Partner Services, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation, (l) access any Services or Partner Services in order to build a competitive product or service, (m) reverse engineer any Service or Partner Service, (n) create any derivative work based on any Services or Partner Services, (o) copy any features, functions or graphics of any Services or Partner Services, (p) use the Services outside of the United States, (q) charge a renter any rent or fees other than as authorized in an agreement between Customer and renter, (r) use the Services to transfer money in violation of any money laundering laws, including the Bank Secrecy Act, or any regulations of the US Treasury's Office of Foreign Assets Control or the Federal Trade Commission, (s) require a renter to provide any banking or other sensitive financial information directly to Customer in connection with the Services, (t) use the Services to collect any amounts incurred by a renter prior to the renter's use of the Services or otherwise to settle outstanding debts, (u) use the Services to discriminate against anyone based on race, color, national origin, religion, sex, disability, or the presence of children, or decline or treat a renter differently based on any other class protected by the laws of the applicable state and municipality (e.g., sexual orientation, gender identity, military status or marital status), (v) share an application created through the Services (including any related credit reports or background checks) with any third party, or otherwise provide any portion of an application outside of the Services, or (w) violate any applicable laws in connection with its use of the

Services. “**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, without limitation, viruses, worms, time bombs and Trojan horses.

- b. Credit Reporting. “**Credit Reporting**” means Company’s services relating to credit reporting as provided from time to time. If and for so long as Company provides Credit Reporting, as set forth on an Order Form, and Customer provides or receives Customer Data or other data or other information (collectively, “**Credit Information**”) in connection with Credit Reporting, Customer shall comply with applicable law in connection with the provision of Credit Information to Company or the receipt or use of Credit Information by Customer. Customer will comply with the Data Furnisher Terms & Conditions attached hereto as Appendix A, as well as all other Credit Reporting and data furnisher terms and conditions specified by Company, which Customer acknowledges may be amended by Company from time to time in Company’s discretion notwithstanding anything to the contrary in such terms and conditions.

Without limiting the generality of the foregoing, in connection with Credit Reporting, Customer represents, warrants, and covenants that: (i) Customer shall ensure that each renter whose rental payment data is reported to a CRA through the Services has been provided with clear and conspicuous disclosure that their rent payment data will be reported to one or more CRAs, and has provided consent to such reporting, whether through acceptance of Company’s renter Terms and Conditions, a lease addendum, or another written consent mechanism approved by Company; (ii) Customer shall not submit for reporting the data of any renter who has not provided such consent or who has exercised an opt-out right under Company’s renter Terms and Conditions or applicable law; (iii) Customer shall cooperate with Company’s credentialing and verification procedures as required by any CRA, including, without limitation, providing accurate business entity information, telephone number(s), tax identification number(s), state licensing or registration information, and a current schedule of properties and units; (iv) Customer shall promptly notify Company of any material change to Customer’s legal name, business structure, ownership, address, telephone number, or property portfolio; (v) Customer shall not furnish or cause to be furnished to Company any Credit Information that Customer knows or reasonably should know to be inaccurate, incomplete, or misleading; and (vi) Customer acknowledges that Company may verify Customer’s business identity, telephone number, and status through independent sources, including, without limitation, state registration databases, business information services, and public directories, as may be required by any CRA.

- c. Insurance. If and for so long as Company provides Services relating to Renter's Insurance, as set forth on an Order Form, Customer (i) acknowledges that Renter's Insurance, and certain Services relating thereto, constitute Third-Party Products and Services and (ii) shall comply with Company and third-party providers in connection with Renter's Insurance and such Services.
- d. Rewards and Credit Reporting. If at any time Company provides Services relating to the Platform and/or Credit Reporting, then, without limitation of all of Customer's obligations under this Agreement and each Order Form, unless this Agreement or the applicable Order Form shall have been terminated by Customer pursuant to Section 12(b)(ii), until expiration of the Term (determined as though no termination of this Agreement or any Order Form shall have occurred, and including, without limitation, any Renewal Term(s) that would apply if notice of non-renewal is not given in accordance with Section 12(a)), Customer shall not cease to (i) actively use Company as its sole provider of rewards and Credit Reporting, and Services relating to rewards and/or Credit Reporting, with respect to any renter or unit with respect to which Company shall have provided Services relating to the Platform and/or Credit Reporting at any time and (ii) pay all amounts with respect to all Services described in clause (i). The obligations of Customer set forth in the immediately-preceding sentence will continue to remain in force with respect to any renter described in the immediately-preceding sentence whether the residency of such renter continues via existing lease, a renewal letter, a new lease or any other contract or legal documentation, and whether such renter's account with respect to the Platform becomes inactive (as determined by Company) and/or points in such renter's account are unused (as determined by Company). Customer acknowledges that its obligations set forth in this Section 3(g) are necessary to facilitate an orderly transition and to avoid an abrupt stop of credit reporting, which could adversely affect a resident's credit score. Customer further acknowledges that Piñata Points issued to renters under the Platform have no monetary value, may not be redeemed for cash, are non-transferable, and are subject to expiration and forfeiture in accordance with the Piñata® Points Rewards Program Rules (available at [www.pinata.ai/terms-points-rewards](http://www.pinata.ai/terms-points-rewards)). The outstanding balance of a renter's Piñata Points does not constitute a liability of Customer or of Company for purposes of this Agreement.
- e. Payment Transactions. If Customer processes rental or other payment transactions through the Services, Customer must provide its legal name and/or legal business entity name, its contact information, and its taxpayer identification number(s) if requested. Company will collect and maintain that information, as well as the amount of payments and number of payment transactions Customer processes through the Services, so that payments can be reported to the Internal Revenue Service when Company is required by law

to do so. Customer must provide Company, upon Company's request, with the details of all transactions processed by Customer through the Services. Customer shall not add any tax or other surcharge to rent amounts specified in the Services.

## 1. SERVICE LEVELS; SUPPORT

Company will use commercially reasonable efforts to make the online Services available 24 hours per day, except for: (i) planned downtime (of which Company shall give at least 8 hours electronic notice), and (ii) any unavailability caused by circumstances beyond Company's reasonable control, including, without limitation, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Company's employees), Internet service provider failure or delay, Third-Party Products and Services, or denial of service attack. Company will provide its standard support for the Services to Customer at no additional charge. Company shall use commercially reasonable efforts to provide first-line customer service to Authorized Users with respect to the Partner Services if Customer is then accessing Partner Services pursuant to, and in accordance with, this Agreement, subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement.

## 2. FEES AND PAYMENT

- a. **Subscriptions Generally.** Unless otherwise provided in the applicable Order Form, Services are provided on a monthly subscription basis with respect to renters and/or Units enrolled in the Services by Customer. The following rules govern the scope and billing of subscriptions:
  - i. (a) **Fee Commencement.** Monthly Fees begin accruing on the Effective Date of the applicable Order Form regardless of Customer's actual launch date, the date of any kickoff meeting, or the date on which any individual renter first accesses the Services. Customer is responsible for all Fees from the Effective Date through the end of the Term, including any Renewal Terms.
  - ii. (b) **Enrollment Reports.** Customer shall submit a written enrollment report to Company each month specifying the number of renters or Units Customer wishes to enroll in or remove from the Services (each, an "Enrollment Report"). Enrollment Reports may be submitted through the Pinãta Property Manager Portal, by API (where available), or by email to Company's designated account management contact.

- iii. (c) Fee Basis — Enrollment Report Received. For any month in which Company has received a current Enrollment Report from Customer, the monthly Fee shall be the greater of: (i) the minimum monthly fee set forth on the applicable Order Form (the “Minimum Monthly Fee”); or (ii) the per-Unit or per-renter fee set forth on the applicable Order Form multiplied by the number of Units or renters shown on the most recent Enrollment Report received by Company.
  - iv. (d) Fee Basis — No Enrollment Report Received. If Customer fails to submit an Enrollment Report for any month, Company will continue to provide the Services to the renters and Units reflected in the most recent Enrollment Report previously received from Customer, regardless of how long ago that Enrollment Report was submitted. The monthly Fee for any such month will be calculated on the basis of that most recent Enrollment Report, subject to the Minimum Monthly Fee. Customer’s failure to submit an Enrollment Report does not reduce or suspend the Fee obligation.
  - v. (e) Mid-Period Additions. If Customer adds renters or Units to the Services at any point during a billing month, Fees for those additions are payable for the entire calendar month in which they are added, and for all months thereafter through the end of the Term.
  - vi. (f) Removal of Units. Customer may remove Units or renters from active enrollment by submitting an Enrollment Report reflecting the reduced count. Fees will cease accruing with respect to removed Units effective the first day of the month following Company’s receipt and processing of the applicable Enrollment Report. Fees already accrued through the effective removal date are non-refundable.
  - vii. (g) Minimum Monthly Fee Floor. In no event shall the monthly Fee payable by Customer for any month be less than the Minimum Monthly Fee specified on the applicable Order Form, regardless of enrollment count, inactivity, or any other factor.
- b. **Fees.** Customer shall pay Company the fees (“Fees”) as set forth on an Order Form and as determined pursuant to the Subscriptions Generally section above, without offset or deduction. Unless otherwise set forth on an Order Form: (i) all Fees are payable monthly in arrears within ten (10) days of the date of invoice; (ii) the first invoice will cover the period from the Effective Date of the applicable Order Form through the end of the calendar month in which the Effective Date falls; and (iii) all payments shall be made in US dollars. If Customer fails to make any payment when due, without limiting Company’s other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded

monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including, without limitation, attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 60 days or more, Company may suspend Customer's and its Authorized Users' access to any portion or all of the Services and Partner Services until such amounts are paid in full.

- c. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.
- d. Auditing Rights and Required Records. Each of Company and Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of one year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Each of Company and Customer may, at its own expense, on reasonable prior notice, periodically inspect and audit the other's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that either Party (the "**Underpaying Party**") has underpaid the other Party with respect to any amounts due and payable during the Term, the Underpaying Party shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(b). The Underpaying Party shall pay for the costs of the audit if the audit determines that the Underpaying Party's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement. All information of a Party obtained during any audit shall be Confidential Information of such Party. All persons performing an audit shall seek to avoid disruption of the audited Party's operations and shall comply with the audited Party's confidentiality and security policies, which may include, without limitation, execution and delivery of confidentiality agreements. Further, no personnel of a competitor of a Party may participate in an audit of such Party.

### 3. REVENUE SHARING

(a) General. No later than 30 days following the last day of each calendar quarter, Company shall provide a copy of the Revenue Share Report for such quarter and pay Customer, in the manner agreed in writing (including,

without limitation, by email) by Company and Customer, an amount equal to the aggregate Revenue Share Amount set forth in the Revenue Share Report.

(b) Continuation. Following the termination of this Agreement for any reason, Customer shall be entitled to continue to receive (x) any unpaid portion of the Revenue Share Amount relating to the Earned Fees actually received by Company through the date of termination and (y) quarterly Revenue Share Reports for so long as any Revenue Share Amount is owed to Customer.

(c) Earned Fee Adjustment. In the event that any Sponsor disallows or disputes, or if Company otherwise refunds, any portion (the “**Disallowed Amount**”) of the Earned Fee related to any Revenue Share Amount previously paid to Customer under this Section 6, Company shall be entitled to reduce future payments to Customer by an amount calculated by multiplying the Disallowed Amount by the applicable percentage set forth in the definition of the Revenue Share Amount.

## 4. CONFIDENTIAL INFORMATION

From time to time during the Term, either Party may disclose or make available to the other Party information about its and third parties’ business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that is: (a) in the public domain at the time of disclosure or becomes publicly known through no breach of this Agreement or any other obligation of confidentiality; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder, or as otherwise permitted by this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard

to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 5. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

- a. Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including, without limitation, all intellectual property rights, in and to the Company IP and, with respect to Third-Party Products and Services, the applicable third-party providers own all right, title, and interest, including, without limitation, all intellectual property rights, in and to the Third-Party Products and Services.
- b. Customer Data. Company acknowledges that, as between Company and Customer, but subject to the rights of providers of Third-Party Products and Services and other third parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data (x) as may be necessary for Company to provide the Services, and access to the Partner Services, to Customer, (y) for internal use by Company for any lawful purpose and/or (z) for loan underwriting purposes and other financial reporting purposes as requested by an Authorized User; (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, display and otherwise disclose Customer Data and Credit Information for the performance of Credit Reporting, including, without limitation, (x) to respond to renter inquiries, (y) for disclosure (either directly or through contractors) to credit bureaus and (z) as required by applicable law; and (iii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, display and otherwise disclose Customer Data to collect, compile and create the Aggregated Statistics and otherwise in connection with the Aggregated Statistics. Customer acknowledges that if Company may not lawfully provide to Customer data or other information that Company provides to renters (such data and other information, “**Excluded Data**”), then notwithstanding this Section 8(b), Customer shall have no rights in such Excluded Data.

- c. Feedback. If Customer or any of its employees, contractors or agents, or any Authorized Users, sends or transmits any communications or materials to Company by mail, email, telephone, any electronic method or otherwise, suggesting or recommending changes to the Company IP and/or Partner Services, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Company on Customer’s behalf, and on behalf of its employees, contractors and/or agents, and all Authorized Users, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

## 6. COMPANY WARRANTIES; DISCLAIMER

- a. Warranties. Company warrants that (a) Company will provide the Services in a professional manner and in accordance with this Agreement, and (b) Company will use commercially reasonable efforts to prevent the Services from introducing Malicious Code into Customer’s systems; provided that it is not a breach of this clause (b) if Customer or an Authorized User uploads a file containing Malicious Code into the Services and later downloads the file containing Malicious Code, or if Customer Data introduces or otherwise contains any Malicious Code. For any breach of an above warranty, Customer’s exclusive remedies are those described in Sections 12(b)(ii), 12(b)(iii) and 12(d).
- b. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY IP IS PROVIDED “AS IS” AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP OR ANY PROCEEDS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER

SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF BUGS, PROGRAM LIMITATIONS OR HARMFUL CODE, OR ERROR FREE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY IP IN GENERAL IS NOT ERROR-FREE AND AGREES THAT THE EXISTENCE OF NON-MATERIAL ERRORS SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

NO ORAL OR WRITTEN ADVICE GIVEN BY COMPANY, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, REPRESENTATIVES OR AGENTS OR ANY THIRD PARTIES SHALL INCREASE THE SCOPE OF THE REPRESENTATIONS, WARRANTIES OR CONDITIONS IN CONNECTION WITH THE COMPANY IP OR ANY OTHER MATTER RELATING TO THIS AGREEMENT. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THIRD-PARTY PRODUCTS AND SERVICES, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WHATSOEVER WITH RESPECT TO THIRD-PARTY PRODUCTS AND SERVICES.

## 7. INDEMNIFICATION

### a. Company Indemnification.

- i. Company shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim.
- ii. If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make them or it non-infringing, or (B) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
- iii. This Section 10(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with

data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (B) modifications to the Services not made by Company; (C) Customer Data; (D) Credit Information; or (E) Third-Party Products and Services.

- b. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Company's option, defend Company from and against any Losses resulting from any Third-Party Claim that the Customer Data and Credit Information, or any use of the Customer Data and/or Credit Information in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) gross negligence or willful misconduct; (ii) breach of this Agreement (including, without limitation, any documents referred to in this Agreement); (iii) use of the Services and Partner Services in a manner not authorized by this Agreement; (iv) use of the Services and Partner Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; or (v) modifications to the Services and/or the Partner Services not made by Company, provided that Customer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- c. Sole Remedy. This Section 10 sets forth the sole remedies of the Parties for matters described in this Section 10.

## 8. LIMITATIONS OF LIABILITY

IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENTS, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, BREACH

OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE IMMEDIATELY-PRECEDING SENTENCE SHALL NOT BE DEEMED TO LIMIT COMPANY'S PAYMENT OBLIGATIONS UNDER SECTION 6.

## 9. TERM AND TERMINATION

- a. **Term.** The initial term of this Agreement begins on the Effective Date set forth on the applicable Order Form and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the term specified on such Order Form (the "Initial Term"). The Initial Term and any Renewal Term(s) are referred to collectively as the "Term."
- b. **Auto-Renewal.** This Agreement and each Order Form will automatically renew for successive one-year terms (each a "Renewal Term") on each anniversary of the Effective Date, unless all three of the following conditions are satisfied: (a) Customer has provided Company with written notice of non-renewal at least sixty (60) days prior to the end of the then-current Term; (b) the applicable contract end date (i.e., the first, second, or subsequent anniversary of the Effective Date, as applicable) has been reached; and (c) Customer's account reflects a zero-dollar (\$0.00) outstanding balance as of the contract end date, with no Fees remaining unpaid. If any one of these conditions is not satisfied as of the contract end date, this Agreement will automatically renew for an additional one-year Renewal Term notwithstanding any notice of non-renewal previously delivered by Customer.
- c. **Outstanding Balance; Continued Accrual.** If Customer has delivered a valid notice of non-renewal but has an outstanding balance on the contract end date, or if Customer fails to pay its final invoice after delivering a notice of non-renewal, then: (a) this Agreement will not terminate on the contract end date and will instead automatically renew; (b) Fees will continue to accrue on the basis of the most recent Enrollment Report (or the Minimum Monthly Fee, whichever is greater) during the period between the desired termination date and the date Customer achieves a \$0.00 outstanding balance; and (c) termination of this Agreement will not be effective until the first contract end date (i.e., the next anniversary of the Effective Date) following the date on which Customer has paid all outstanding Fees in full, provided Customer has delivered a valid non-renewal notice at least sixty (60) days prior to that contract end date. Customer's delivery of a non-renewal notice does not suspend, reduce, or otherwise affect Customer's obligation to pay Fees during any continued Term.

- d. **Renewal Pricing.** Fees with respect to any Renewal Term will not be greater than 10% in excess of Fees during the immediately prior term, unless Company has given Customer written notice of a pricing increase at least ninety (90) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.
- e. **Termination.** In addition to any other express termination right set forth in this Agreement:
  - i. (i) Company may terminate this Agreement or any Order Form, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Company's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c), 3(c), 3(d), or 7;
  - ii. (ii) Either Party may terminate this Agreement or any Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
  - iii. (iii) Either Party may terminate this Agreement, effective on written notice to the other Party, if there are no Order Forms then outstanding; or
  - iv. (iv) Either Party may terminate this Agreement or any Order Form, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- f. **Payment upon Termination.** If this Agreement is terminated by Customer pursuant to Section 12(b)(ii) or 12(b)(iii) due to a material, uncured breach by Company, Company will refund Customer any prepaid Fees covering the remainder of the Term after the effective date of termination. In all other cases, no refund of prepaid Fees will be issued. If this Agreement is terminated by Company pursuant to Section 12(b)(i) due to Customer's non-payment, or if this Agreement expires at the end of a Term, Customer will immediately pay all outstanding Fees accrued through the effective date of termination or

expiration, including any Fees that continued to accrue during a period in which termination was delayed due to an outstanding balance pursuant to the Outstanding Balance; Continued Accrual section above. In no event will termination or expiration relieve Customer of its obligation to pay any Fees accrued prior to the effective date of termination.

- g. Effect of Expiration or Termination Generally. Upon expiration or earlier termination of this Agreement or any Order Form, Customer shall immediately discontinue use of the Company IP and Partner Services (or, in the case of expiration or termination of an Order Form, the Company IP provided, and the Partner Services accessed, pursuant to such Order Form) and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of such Company IP and (unless otherwise expressly permitted by third-party providers of Partner Services) such Partner Services and certify in writing to the Company that such Company IP and Partner Services have been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
- h. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 12(b)(ii) or 12(b)(iii), Company will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 12, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of Customer's obligation to pay any fees payable to Company for the period prior to the effective date of termination.
- i. Survival. This Section 12(e) and Sections 1, 5, 6, 7, 8, 9, 10, 11, 13 and 14 survive any termination or expiration of this Agreement. Unless this Agreement or the applicable Order Form is terminated by Customer in accordance with Section 12(b)(ii), Section 3(g) survives any termination of this Agreement or any Order Form for the maximum period set forth in Section 3(g). No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 10. DISPUTE RESOLUTION

### CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

Class Action Waiver. Customer may bring claims only on its own behalf. Neither Customer nor Company will participate in a class action or class-wide

arbitration for any claims covered by this Agreement. CUSTOMER IS GIVING UP ITS RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM CUSTOMER MAY HAVE AGAINST COMPANY, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. Customer also agrees not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Company is a party to the proceeding.

**30-Day Opt-Out Period.** If Customer does not wish to be bound by the class-action waiver provisions in this Dispute Resolution Section, Customer must notify Company in writing within thirty (30) days of the date that Customer first accepts this Agreement (unless a longer period is required by applicable law), and then Customer must litigate any disputes against Company in accordance with the "Governing Law; Submission to Jurisdiction" Section below. Customer's written notification must be provided as per the provisions of Section 14(b). If Customer does not notify Company in accordance with this paragraph, Customer agrees to be bound by the terms of this Dispute Resolution Section, including, without limitation, the class-action waiver provisions, and further including such provisions in any revisions Company make to this Agreement after the date of Customer's first acceptance. Such notification must include: (i) Customer's name; (ii) Customer's email address and mailing address; and (iii) a statement that Customer does not wish to waive Customer's ability to participate in a class action. If Company makes any changes to this Dispute Resolution Section (other than a change to the address at which Company will receive notices or rejections of future changes to this Dispute Resolution Section), Customer may reject any such change by sending Company written notice, within thirty (30) days of the change, in accordance with Section 14(b). It is not necessary to send Company a rejection of a future change to this Dispute Resolution Section if Customer had properly opted out within the first thirty (30) days after Customer first accepted the provisions in this Dispute Resolution Section. A notification sent pursuant to this paragraph solely affects this Agreement; if Customer previously entered into other dispute resolution agreements with Company or enter into other such agreements in the future, Customer's notification that Customer is opting out of the provisions in this Dispute Resolution Section shall not affect the other agreements between Customer and Company.

## 11. MISCELLANEOUS

- a. **Entire Agreement.** These Terms and Conditions, and the related Order Form(s), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, and representations and warranties, both written

and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Order Form(s), and any other documents referred to in this Agreement, the following order of precedence governs: (i) first, this Agreement, excluding its Order Form(s); (ii) second, the Order Form(s); and (iii) third, any other documents referred to in this Agreement.

- b. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth in the Order Form most recently entered into by the Parties (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- c. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including, without limitation, acts of God, flood, fire, earthquake, pandemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including, without limitation, imposing an embargo, or, in the case of Third Party Products and Services, any action by a third party.
- d. Amendment and Modification; Waiver. This Agreement (excluding the Order Form) may be amended at any time by Company upon notice to Customer. No waiver by Company of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by Company. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- e. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability

will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- f. **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the Borough of Manhattan, New York City, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- g. **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- h. **Export Regulation.** Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including, without limitation, obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services, Partner Services or any Customer Data outside the US.
- i. **Equitable Relief; Third Party Beneficiaries.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of a breach by Customer, Section 2(c), 3(c) or 3(d), could cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including, without limitation, a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual

damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. Customer acknowledges that each provider of a Partner Service is an express third-party beneficiary with respect to all obligations of Customer with respect to Partner Services under this Agreement.

- j. Agreement. BY CLICKING "I ACCEPT" ON, OR OTHERWISE EXECUTING, ANY ORDER FORM, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS READ, UNDERSTANDS, ACKNOWLEDGES AND AGREES TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.

# APPENDIX A

# DATA FURNISHER TERMS & CONDITIONS

## 1. DATA FURNISHER TERMS

1.1 If and for so long as Company provides Credit Reporting and/or Customer provides Credit Information in connection with Credit Reporting, Customer shall comply with all data furnisher or contributor terms and conditions as provided by Company or a consumer reporting agency (“CRA”) from time to time. Customer is the “Data Contributor” under these Data Furnisher Terms & Conditions.

1.2 Data Contributor acknowledges and agrees that Company will use information provided by the Data Contributor to make reports to a CRA pursuant to the Fair Credit Reporting Act. Data Contributor represents and warrants that all information provided by the Data Contributor to Company regarding tenants is accurate and complete and, without limiting any other rights of Company under this or any other agreement between Company and the Data Contributor, shall indemnify and hold harmless Company for any inaccurate or incomplete information provided to Company and reported to a CRA.

1.3 Consumer Consent Obligations. Data Contributor shall ensure that each tenant whose rental payment data is to be reported through Company to any CRA has been provided with clear and conspicuous written notice that: (a) their rent payment data will be reported to one or more CRAs, including Experian, Equifax, and TransUnion; (b) reported data may affect the tenant’s credit score; (c) the tenant has the right to dispute any information believed to be inaccurate; and (d) the tenant may opt out of credit reporting by contacting Company. Such notice and consent may be provided through Company’s renter enrollment flow, a lease addendum, or other written mechanism approved by Company. Data Contributor shall not submit for reporting any tenant data where the requisite consent has not been obtained or where a tenant has exercised an opt-out right.

1.4 Credentialing and Verification. Data Contributor acknowledges that Company is required by each CRA to verify the identity, legitimacy, and bona fide business status of each entity for which Company furnishes consumer data. Accordingly, Data Contributor shall: (a) provide Company, upon request, with its legal entity name, Employer Identification Number (EIN) or tax identification number, state of incorporation or registration, registered business address, principal office telephone number, and the name and title of an authorized signatory; (b) provide a current schedule of all properties and units for which Credit Information will be furnished; (c) promptly update Company in writing within ten (10)

business days of any change to the foregoing information; and (d) cooperate with any re-verification or audit requested by Company or any CRA.

1.5 Telephone Verification. Data Contributor acknowledges that Company is required by certain CRAs to independently verify the telephone number of each data contributor. Data Contributor represents and warrants that the telephone number provided to Company on the Order Form or during onboarding is a valid, active business telephone number that is publicly listed, registered with a state authority, or otherwise independently verifiable. Data Contributor authorizes Company to verify this telephone number through third-party sources, including, without limitation, state corporation commission filings, business information databases (such as Dun & Bradstreet or Experian BizID), or public business directories.

1.6 Bona Fide Business Entity. Data Contributor represents and warrants that it is a bona fide business entity duly organized, validly existing, and in good standing under the laws of its state of formation, and that it is engaged in the business of managing, leasing, or owning residential rental properties. Data Contributor shall, upon Company's request, provide evidence of active state registration, business licensing, or other documentation demonstrating its legitimate business status. Company reserves the right to suspend or terminate Credit Reporting with respect to any Data Contributor that fails to satisfy Company's credentialing requirements or the requirements of any CRA.

1.7 FCRA Section 623 Acknowledgment. Data Contributor acknowledges and accepts its responsibilities as a data furnisher under Section 623 of the Fair Credit Reporting Act (15 U.S.C. § 1681s-2), including, without limitation: (a) the duty to furnish accurate and complete information to consumer reporting agencies; (b) the duty to update or correct previously furnished information that is determined to be inaccurate, incomplete, or unverifiable; (c) the duty to investigate consumer disputes forwarded by a consumer reporting agency within the timeframes prescribed by the FCRA; (d) the prohibition against furnishing information the Data Contributor knows or has reasonable cause to believe is inaccurate; and (e) the duty to provide notice to consumers when furnishing negative information to a consumer reporting agency, to the extent required by applicable law. Data Contributor shall cooperate with Company in fulfilling all data furnisher obligations under the FCRA and shall promptly notify Company of any circumstance that may affect the accuracy or completeness of Credit Information previously furnished.

1.8 Site Inspection and Location Verification. Data Contributor consents to virtual or onsite inspection of its business premises, and of any property for which Credit Information is furnished, by Company or Company-authorized third parties, as may be required by any CRA. Data Contributor shall cooperate with Company in scheduling and facilitating any such inspection within a reasonable timeframe following Company's request. Data Contributor shall provide accurate information regarding whether each property address associated with its account is a commercial or residential location. If Data Contributor

operates from a residential address, Data Contributor consents to biennial attestation or inspection as may be required by any CRA.

1.9 Screening and Compliance Checks. Data Contributor consents to screening by Company against the Experian Customer Alert List (CAL), the U.S. Department of Commerce Consolidated Screening List (available at Trade.gov), and any other screening list or database required by any CRA or applicable law. Data Contributor represents and warrants that neither Data Contributor nor any of its principals, officers, or authorized signatories appears on any such restricted or denied parties list. Data Contributor shall promptly notify Company if Data Contributor becomes aware that it or any such individual has been added to any such list.

1.10 Business Type Identification. Data Contributor shall identify its business type upon execution of the applicable Order Form or during onboarding by selecting from the following categories: (a) Property Management Company; (b) Individual Landlord or Owner; (c) Licensed Real Estate Agent or Broker; (d) Government Agency or Authority; or (e) Other (with description). Data Contributor shall promptly notify Company in writing of any change to its business type classification. Company may apply different credentialing requirements based on Data Contributor's business type, as required by any CRA.

## **2. CREDIT BUREAU ADDENDA**

2.2 Data Protection Addendum. The parties' data protection obligations with respect to all Personal Data processed in connection with Credit Reporting — including renter identifying information, payment data, and credit information disclosed by Data Contributor and furnished by Company to consumer reporting agencies — are governed by any applicable Data Protection Addendum (DPA) executed by the parties. Where a DPA is in effect between Data Contributor (as "Company" or "Controller" under the DPA) and Pinãta (as "Vendor," "Processor," or "Service Provider" under the DPA), the DPA takes precedence over this Appendix A in the event of conflict regarding data processing obligations. Data Contributor acknowledges that the Business Purposes set forth in Schedule 1 of the applicable DPA include performing credit reporting services on behalf of Data Contributor and its renters, and that Company's processing of renter personal information for Credit Reporting is conducted in its capacity as a Service Provider/Processor for those purposes. Data Contributor agrees not to instruct Company to process renter personal information in a manner inconsistent with the Business Purposes specified in the DPA or in a way that would violate applicable data privacy laws, including the CCPA/CPRA.

2.3 Sensitive Data. Data Contributor acknowledges that renter data submitted for Credit Reporting may include Sensitive Data as defined in the applicable DPA or under the CCPA/CPRA — including Social Security Numbers, financial account information, and government identification numbers. Data Contributor represents and warrants that it has obtained all necessary consents and authorizations to disclose such Sensitive Data to Company for Credit Reporting purposes, and that it has provided renters with appropriate

notice of such disclosure. Data Contributor will implement appropriate technical and organizational security measures to protect Sensitive Data prior to and during transmission to Company, including use of secure, encrypted transmission channels specified by Company.

2.1 Data Contributor must sign any addendum or agreement required by a CRA of data contributors or data furnishers (including the “Equifax: Data Contributor Agreement”) before Piñata can report Data Contributor’s tenant information to such CRA. Data Contributor agrees to provide the information in Exhibit A below in accordance with the terms in Exhibit B and Exhibit C below (or as otherwise provided in the applicable agreement with any CRA).

## **EXHIBIT A**

### **Properties Subject to Rent Reporting**

<b>Property Name</b>	<b>Number of Units</b>	<b>Property Address</b>

## **EXHIBIT B: Data Submission and Dispute Resolution Requirements**

### Data Submission

Piñata reports data to credit bureaus in Metro 2® Format.

Piñata reports only positive (on-time) rental payment data to credit bureaus. Piñata does not report late, missed, or delinquent payments. If a tenant fails to make an on-time payment, Piñata will cease reporting for the applicable period; no negative tradeline will be created.

If API integration between Data Contributor’s system and Piñata’s system will not be undertaken, then Piñata will provide Data Contributor with a template that outlines the data fields that must be reported for each tenant on a monthly basis. Data Contributor may export or enter tenant payment data into Excel and provide these files to Piñata on a monthly basis via a secure Dropbox folder, or may enter data directly into the Piñata Property Manager Portal.

Piñata reserves the right to request a signed copy of Data Contributor’s lease agreement with each tenant for whom rental data will be furnished and reported. Lease agreements will

only be requested so that Piñata can validate the accuracy and completeness of the data being reported to it by Data Contributor.

Data Contributor agrees to submit tenant payment data to Piñata by the middle of each month for the duration of this contract. For avoidance of doubt, payment data needs to be submitted to Piñata by the following dates: January 15th, February 15th, March 15th, April 15th, May 15th, June 15th, July 15th, August 15th, September 15th, October 15th, November 15th and December 15th.

Piñata will confirm receipt of submitted data via email and follow up via phone if errors or anomalies are detected during Piñata's quality control review.

### Tenant Dispute Resolution

If a tenant disputes the accuracy or completeness of rental data reported to any credit bureau via Piñata, Data Contributor must promptly instruct the tenant to file a complaint using the contact details below:

Postal: Piñata Rent, Inc., 131 Varick Street #1013, New York, NY 10013

Email: [contact@pinata.ai](mailto:contact@pinata.ai)

Phone: (909) 314 – 1712

Data Contributor and Piñata will jointly investigate and resolve the dispute in a manner that is lawful and complies with the Fair Credit Reporting Act. As part of this process, Piñata will make use of a web-based system called e-Oscar.

Data Contributor acknowledges that under the FCRA, Piñata is required to investigate disputes within thirty (30) days of receipt (or forty-five (45) days if the consumer provides additional information during the investigation). Data Contributor shall respond to all dispute-related inquiries from Piñata within five (5) business days, including providing supporting documentation such as lease agreements, payment records, or ledger extracts. Failure to respond timely may result in Piñata deleting or modifying the disputed information as required by the FCRA.

Data Contributor shall maintain complete and accurate records of all rental payment transactions, lease agreements, and tenant communications sufficient to verify and support all Credit Information furnished through Piñata for a minimum period of five (5) years following the date of the applicable report. Data Contributor shall make such records available to Piñata upon request in connection with any dispute investigation, CRA inquiry, or regulatory examination.

### **EXHIBIT C**

## **Support Terms**

Company will provide Technical Support to Data Contributor via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern Standard Time, with the exclusion of Federal Holidays (“**Support Hours**”).

Data Contributor may initiate a helpdesk ticket during Support Hours by emailing [contact@pinata.ai](mailto:contact@pinata.ai).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within two (2) business days or 72 hours, whichever is shorter.