

**PIÑATA RENT, INC.**  
**PROPERTY MANAGEMENT COMPANY**  
**MASTER SERVICES AGREEMENT**

*Last updated: June 1, 2026*

This Master Services Agreement ("Agreement") is entered into between Piñata Rent, Inc., a Delaware corporation with its principal place of business at 131 Varick Street #1013, New York, NY 10013 ("Piñata" or "Company"), and the property management company, landlord, owner, or channel partner identified on an Order Form ("Customer"). This Agreement is effective as of the date Customer first executes an Order Form referencing this Agreement, or first uses any of the Services (the "Effective Date").

Customer's use of the Services is governed by this Agreement, the applicable Order Form(s), the Data Furnisher Terms attached as Appendix A, and any other appendices or addenda referenced herein, all of which are incorporated into this Agreement by reference.

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## 1. Definitions

**"Advertising"** means advertising, sponsored offers, sponsored content, sponsored promotional messages, brand partnerships, and personalized promotional materials displayed within the Services. Advertising includes both promotional content for which Piñata receives consideration and promotional content for which Piñata receives no consideration.

**"Aggregated Statistics"** means data and information related to Customer's and Registered Users' use of the Services that is used or compiled by Company to create de-identified or aggregated statistics, metrics, analytics, benchmarks, and Impact Reports.

**"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services on Customer's behalf.

**"Brand Revenue Share" or "Commission Revenue Share"** means a share of Earned Fees that Company has separately and expressly agreed in writing to pay to Customer, as set forth on an Order Form. A Brand Revenue Share is not a default term of this Agreement; it applies only if and to the extent expressly set forth on an Order Form executed by both parties.

**"Confidential Information"** means any non-public information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") that is marked or identified as confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

**"Credit Reporting"** means Company's services relating to the furnishing of rental payment data to consumer reporting agencies ("CRAs"), as further described in Section 3 and in the Data Furnisher Terms attached as Appendix A.

**"Customer Data"** means information, data, and content submitted by or on behalf of Customer or any Authorized User in or through the Services, including renter records, lease data, payment data, and other property-related information.

**"Earned Fees"** means affiliate fees, commissions, royalties, revenue share, or other compensation received by Company from a brand, merchant, or other third party as a result of a purchase by a Registered User in the Marketplace. For the avoidance of doubt, Earned Fees do not include (a) revenue received by Company from advertising networks, demand-side platforms, supply-side platforms, ad exchanges, mediation platforms, measurement and attribution providers, or other ad-technology intermediaries in connection with the display of Advertising within the Services; (b) revenue received by Company from sponsorships, sponsored content, sponsored emails, or other promotional placements that are not contingent on a purchase by a Registered User; (c) subscription fees paid by Registered Users to Company; or (d) fees paid by Customer to Company under this Agreement.

**"Impact Reports"** has the meaning set forth in Section 4.

**"Marketplace" or "Piñata Marketplace"** means the place where renters can spend their own money on brand offers for goods and services that enhance their daily lives as renters, including offers, deals, discounts, sponsored promotions, brand partnerships, and similar promotional activities surfaced through the Piñata Platform (whether displayed in the Piñata app, on the Piñata website, or through embedded components made available through Piñata's property management company and channel partners). Renters may earn Piñata Points when they engage with or make a purchase through the Marketplace. Piñata may earn a commission, affiliate fee, or other revenue from a brand or merchant when a renter makes a purchase through the Marketplace, and Piñata may share such revenue with property management companies or channel partners only if Piñata has separately and expressly agreed in writing to a revenue share with that property management company or channel partner. The Marketplace is distinct from advertising and other promotional activities that do not result in a Marketplace

purchase — revenue from advertising, sponsorships, and promotional messaging is retained by Piñata.

**"Order Form"** means an ordering document that references this Agreement and sets forth the specific Services to be provided, the fees, the term, and any other terms specific to the engagement.

**"Registered User"** means an individual renter or resident who has created a Piñata account and accepted the Piñata Renter Terms of Service.

**"Services"** means the rent payment, Credit Reporting, credit-score tracking, rewards, identity protection, Marketplace, and related services made available by Company through the Piñata Platform, as set forth in an Order Form.

## 2. Access and Use of the Services

Subject to the terms and conditions of this Agreement and any applicable Order Form, and Customer's payment of all applicable fees, Company grants Customer a non-exclusive, non-transferable right during the term to access and use the Services solely for Customer's internal business purposes and to make the Services available to Registered Users who reside at properties owned, managed, or operated by Customer.

Customer is responsible for all access to and use of the Services by its Authorized Users and Registered Users at Customer's properties, and for ensuring that such use complies with this Agreement and all applicable laws.

## 3. Customer Responsibilities

### a. Property Information and Onboarding

Customer will provide Company with accurate and current information about Customer's properties, residents, leases, rental payment amounts, and other information necessary for Company to provide the Services. Customer will use commercially reasonable efforts to onboard properties and Registered Users in a timely manner consistent with each Order Form.

### b. Credit Reporting Compliance

Customer acknowledges that Company furnishes Credit Reporting data to CRAs and that Credit Reporting is subject to the Fair Credit Reporting Act ("FCRA") and other applicable laws. Customer will comply with all applicable laws, including the FCRA, in connection with the provision of Credit Information to Company, and will provide accurate data and respond to disputes within the timeframes set forth in Appendix A. Customer represents and warrants that each renter whose rental payment data is reported to a CRA through the Services has been provided with clear and conspicuous disclosure that the renter's 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 of Service, a lease addendum, or another written consent mechanism approved by Company.

### c. Renter Insurance

If and for so long as Company provides Services relating to renter's insurance under an Order Form, Customer acknowledges that renter's insurance, and certain Services relating thereto, constitute third-party products and services, and Customer will comply with Company's and the third-party providers' requirements in connection with such Services.

#### **d. Rewards and Credit Reporting**

If at any time Company provides Services relating to the Piñata 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 has been terminated by Customer pursuant to Section 13(b), until expiration of the term, Customer will not cease to use Company as its sole provider of rewards and Credit Reporting with respect to any renter or unit to which Company shall have provided Services. 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. Advertising and Sponsored Content**

Customer acknowledges and agrees that the Services include the display of third-party advertising, sponsored offers, sponsored content, and brand-funded rewards and deals to renters (collectively, "Advertising"), and that such Advertising forms part of the rewards, deals, and offers experience that Company provides to all renters who use the Services, including renters enrolled in any paid subscription tier offered by Company or by Customer. Company derives revenue from Advertising activities, and such revenue is retained solely by Company and is not subject to revenue sharing with Customer.

Customer represents and warrants that (i) nothing in any lease, lease addendum, resident handbook, community policy, or other agreement or communication between Customer and any renter prohibits, restricts, or is inconsistent with Company's display of Advertising to renters within the Services, and (ii) Customer will not represent the Services to renters or prospective renters as "ad-free," nor will Customer state or imply that any paid subscription tier or membership level entitles a renter to a different volume, type, or experience of Advertising than other renters receive.

Customer further acknowledges that Company's collection, use, and disclosure of renter personal information in connection with Advertising are governed by Company's Renter Terms of Service and Privacy Policy, including the renter's rights to withdraw advertising authorizations and to opt out of Sale or Sharing of personal information under applicable law.

#### **f. Marketplace and Brand Revenue Share**

The Piñata Marketplace generates Earned Fees as defined in Section 1. Company may share Earned Fees with Customer through a Brand Revenue Share only if and to the extent expressly set forth on an Order Form executed by both parties. A Brand Revenue Share is not a default term of this Agreement, and no Customer is entitled to any share of Earned Fees absent express written agreement by Company. The decision whether to offer a Brand Revenue Share,

and on what terms, is in Company's sole discretion. For clarity, revenue from Advertising as described in Section 3(e) is never subject to a Brand Revenue Share and is retained solely by Company.

#### **g. 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.

#### **h. Compliance with Laws**

Customer will comply with all applicable laws, rules, and regulations in connection with its use of the Services, including without limitation the FCRA, the California Privacy Rights Act ("CPRA"), the California Consumer Credit Reporting Agencies Act, the New York Rent Reporting Pilot Program statutes (where applicable), AB 2747 in California, and all other applicable federal, state, and local laws.

### **4. Aggregated Statistics and Impact Reporting**

Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and the Services provided to Registered Users at Customer's properties, and may 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. 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.

Customer acknowledges and agrees that credit information, credit scores, score histories, score factors, and related credit attributes that Company obtains from any CRA in connection with Credit Reporting or under the Credit-Score Access and Program Impact Reporting authorization granted by Registered Users may be used by Company — in addition to all other rights granted in this Agreement — to collect, compile, and create Aggregated Statistics, and that all such Aggregated Statistics are owned solely by Company as provided in Section 9. Company provides Aggregated Statistics derived from such data to Customer and to third parties only in aggregated and anonymized form and does not disclose any individual renter's credit score or other individual-level credit information to Customer or to any other third party except as required to perform Credit Reporting or as required by applicable law.

### **Impact Reporting; No Re-Identification**

Company may, as part of the Services, prepare and provide to Customer periodic reports and dashboards containing Aggregated Statistics and other de-identified, aggregated metrics describing outcomes across Customer's portfolio, including, without limitation, average credit scores, credit-score changes and improvement over time, enrollment and reporting rates, and other portfolio-level performance measures ("Impact Reports"). Impact Reports contain only aggregated and anonymized information and do not include any individual renter's credit score or other individual-level personal information.

Customer agrees that it will not, and will not permit or enable any third party to, attempt to re-identify, or to identify any individual from, any Aggregated Statistics or Impact Report, including by combining an Impact Report with any other data in Customer's possession. Customer will maintain Aggregated Statistics and Impact Reports in aggregated and anonymized form, will not represent that they contain individual-level data, and will use them only for Customer's internal business purposes. This Section survives any expiration or termination of this Agreement.

### **5. Advertising and Sponsored Content**

The Services include the display of Advertising to renters as further described in Section 3(e). Customer acknowledges that all revenue derived by Company from Advertising — including from advertising networks, demand-side and supply-side platforms, mediation platforms, measurement and attribution providers, sponsorships, sponsored content, sponsored emails, and brand partnerships — is retained solely by Company and is not subject to Brand Revenue Share or any other form of revenue sharing with Customer. The exclusion of Advertising revenue from Earned Fees is set forth in the definition of Earned Fees in Section 1.

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

Customer will pay Company the fees set forth on each Order Form. Unless otherwise specified on the Order Form, fees are due within thirty (30) days of invoice. Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer is responsible for all taxes (other than taxes on Company's net income) imposed in connection with the Services.

### **7. Revenue Sharing**

Company may pay Customer a Brand Revenue Share (also referred to as Commission Revenue Share) on Earned Fees only if and to the extent expressly set forth on an Order Form executed by both parties. The decision whether to offer a Brand Revenue Share, and on what terms (including the percentage, calculation method, payment schedule, and any conditions or thresholds), is in Company's sole discretion. Absent express written agreement set forth on an Order Form, Customer is not entitled to any share of Earned Fees, and no course of dealing, custom, or oral communication will create any such entitlement.

For the avoidance of doubt: (a) revenue from Advertising as described in Section 3(e) and Section 5 is never subject to Brand Revenue Share and is retained solely by Company; (b)

Earned Fees, as defined in Section 1, are limited to commissions and similar compensation tied to Registered User purchases in the Marketplace; (c) Brand Revenue Share, if any, is calculated only on Earned Fees actually received by Company (net of any refunds, chargebacks, returns, or reversals); and (d) Brand Revenue Share is paid on the schedule set forth on the applicable Order Form.

## **8. Confidential Information**

Each party will use the other party's Confidential Information solely to perform its obligations or exercise its rights under this Agreement, and will not disclose Confidential Information to any third party except to its employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations no less protective than those set forth in this Agreement. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party before receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without confidentiality obligations.

## **9. Intellectual Property**

As between the parties, Company owns and retains all right, title, and interest in and to the Services, the Piñata Platform, the Piñata trademarks and logos, Aggregated Statistics, Impact Reports, and all related intellectual property. Customer owns and retains all right, title, and interest in and to Customer Data, subject to the licenses granted under this Agreement. Customer grants Company a worldwide, non-exclusive, royalty-free license to use Customer Data to provide and improve the Services and to create Aggregated Statistics and Impact Reports.

## **10. Representations and Warranties**

Each party represents and warrants that it has the full right and authority to enter into this Agreement and to perform its obligations hereunder. Customer further represents and warrants that: (a) Customer has obtained all necessary consents from Registered Users for Customer Data to be provided to Company and for Credit Reporting; (b) Customer Data is accurate and complete; (c) Customer's use of the Services complies with all applicable laws; and (d) Customer has the legal authority over the properties for which Services are provided.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **11. Indemnification**

Customer will indemnify, defend, and hold harmless Company and its affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, losses,

liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer Data, including any claim that Customer Data was inaccurate or that Customer failed to obtain required consents; (b) Customer's breach of this Agreement or violation of applicable law; (c) Customer's gross negligence or willful misconduct; or (d) any claim by a renter that is based on Customer's representation, statement, or communication regarding the Services.

Company will indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, and agents from and against any third-party claims that the Services, when used as authorized under this Agreement, infringe a third party's intellectual property rights.

## **12. Limitations of Liability**

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY, AND CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **13. Term and Termination**

### **a. Term**

This Agreement commences on the Effective Date and continues until terminated as provided herein. Each Order Form has the term specified therein.

### **b. Termination**

Either party may terminate this Agreement or any Order Form for material breach if the breaching party fails to cure the breach within thirty (30) days of written notice. Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, files for bankruptcy, or ceases to do business in the ordinary course.

### **c. Effect of Termination**

Upon termination or expiration: (i) Customer will pay all fees accrued through the effective date of termination; (ii) Company will cease providing the Services, except as may be required to facilitate an orderly transition; (iii) each party will return or destroy the other party's Confidential Information; (iv) Company will continue to retain Customer Data, Aggregated Statistics, and Impact Reports for the longer of (A) the period required by applicable law (including FCRA recordkeeping requirements) and (B) Company's standard retention period for such data, after which such data will be deleted or further de-identified; and (v) Sections that by their nature should survive termination will survive, including without limitation Sections 1, 4, 7, 8, 9, 11, 12, 14, and 15.

## 14. Dispute Resolution

Any dispute arising out of or relating to this Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted in New York, New York. Judgment on the award may be entered in any court of competent jurisdiction. Either party may seek injunctive or equitable relief in court to protect intellectual property rights or Confidential Information.

## 15. Miscellaneous

### Governing Law

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-laws principles.

### Entire Agreement

This Agreement, together with each Order Form and Appendix A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, communications, and proposals, whether oral or written.

### Amendment

This Agreement may be amended only by a written instrument signed by both parties. Notwithstanding the foregoing, Company may amend the Data Furnisher Terms in Appendix A from time to time, with notice to Customer, to reflect changes in CRA requirements or applicable law.

### Assignment

Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement upon notice to Customer.

### Notices

Notices under this Agreement must be in writing and delivered to the addresses set forth on the Order Form or to such other address as a party may designate. Notices to Company should be sent to Piñata Rent, Inc., 131 Varick Street #1013, New York, NY 10013, with a copy to [legal@pinata.ai](mailto:legal@pinata.ai).

### Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

### Severability

If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect.

## APPENDIX A

### DATA FURNISHER TERMS AND CONDITIONS

These Data Furnisher Terms and Conditions ("Data Furnisher Terms") supplement the Master Services Agreement and govern Customer's obligations in connection with Credit Reporting and the furnishing of rental payment data to CRAs.

#### 1. Compliance with the FCRA

Customer acknowledges that Company furnishes Credit Reporting data to CRAs and that Credit Reporting is subject to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., as amended (the "FCRA"), and the rules and regulations promulgated thereunder, as well as state laws governing consumer credit reporting and the furnishing of consumer information. Customer agrees to comply with all such laws in connection with the provision of any data or information to Company under or in connection with Credit Reporting.

#### 2. Accurate Data

Customer represents and warrants that all rental payment data and other Credit Information provided to Company in connection with Credit Reporting is accurate, complete, and current. If Customer learns that any data previously provided to Company was inaccurate or incomplete, Customer will promptly notify Company and provide corrected information.

#### 3. Renter Consent

Customer represents and warrants that each renter whose rental payment data is reported to a CRA through the Services has been provided with clear and conspicuous disclosure that the renter's 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 of Service, a lease addendum, or another written consent mechanism approved by Company. Customer will 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 of Service or applicable law.

#### 4. Positive-Only Reporting

Company reports positive (on-time) rental payment data to CRAs through the Services. Company does not, except as may be required by applicable law or CRA guidelines, report late, missed, or delinquent rental payments. Customer will not request, instruct, or attempt to cause Company to furnish negative information to a CRA under this Agreement.

#### 5. Cooperation with Credentialing and Verification

Customer will 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. Customer will promptly notify Company of any material change to Customer's legal name, business structure, ownership, address, telephone number, or property portfolio.

## **6. Dispute Handling**

Customer will respond to all consumer disputes forwarded by Company within five (5) business days of receipt, or such shorter period as may be required by the FCRA, the CRAs, or applicable law. Customer's response must include all information reasonably necessary for Company to investigate and respond to the dispute consistent with its obligations under the FCRA.

## **7. General FCRA Furnisher Compliance**

Customer acknowledges that Company's obligations under the FCRA include duties of accuracy, completeness, and the prompt investigation of consumer disputes. Customer will cooperate with Company in connection with these obligations and will not take any action, or omit to take any action, that would cause Company to be unable to comply with its duties as a furnisher under the FCRA. Customer will promptly notify Company of any consumer complaint, regulatory inquiry, or legal claim received by Customer that relates to information furnished to a CRA through the Services.

## **8. Records and Audit**

Customer will maintain records sufficient to demonstrate compliance with these Data Furnisher Terms for the longer of (a) the period required by applicable law, and (b) five (5) years following the date the relevant data was furnished. Upon Company's reasonable request, Customer will make such records available to Company for review.

## **9. Indemnity for Credit Reporting Inaccuracies**

In addition to Customer's other indemnification obligations under the Master Services Agreement, Customer will indemnify, defend, and hold harmless Company and its affiliates from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the inaccuracy, incompleteness, or untimeliness of any Credit Information provided by or on behalf of Customer.