

PIÑATA RENT, INC.

PROPERTY MANAGEMENT COMPANY

TERMS OF SERVICE

These Property Management Company Terms of Service (these “Terms” or this “Agreement”) are an agreement between Piñata Rent, Inc. (“Company”) and the property management company, landlord, or other owner or operator of residential rental property that accepts them (“Customer”).

1. Definitions

“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 or compiled by Company in an aggregate, de-identified, or anonymized manner, including statistical and performance information, metrics, analytics, benchmarks, and Impact Reports, 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. Aggregated Statistics are Company IP as provided in Section 10.

“Authorized User” means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services and/or Partner Services on Customer's behalf. Authorized User does not include renters; renters are addressed separately as Registered Users below.

“Brand Content” means sponsored offers, sponsored content, sponsored promotional messages, brand partnerships, and personalized promotional materials displayed within the Services. Brand Content includes both promotional content for which Company receives consideration and promotional content for which Company receives no consideration.

“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.

“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. 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.

“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 (Appendix A).

“Customer Data” means, other than Aggregated Statistics, information, data, and other content submitted by or on behalf of Customer or any Authorized User in or through the Services and/or Partner Services, including renter records, lease data, payment data, and other property-related information.

“Documentation” means any user manuals, handbooks, and guides relating to the Services, as provided by Company to Customer, including electronically.

“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. Earned Fees do not include (a) revenue received by Company from brand-content networks, demand-side platforms, supply-side platforms, content exchanges, mediation platforms, measurement and attribution providers, or other brand-technology intermediaries in connection with the display of Brand Content 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.

“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 Platform (whether displayed in the Piñata app, on the Piñata website, or through embedded components made available through Customer and other channel partners). Renters may earn Piñata Points when they engage with or make a purchase through the Marketplace. Company may earn a commission, affiliate fee, or other revenue from a brand or merchant when a renter makes a purchase through the Marketplace, and Company may share such revenue with Customer only as a Brand Revenue Share expressly agreed in writing. The Marketplace is distinct from Brand Content and other promotional activities that do not result in a Marketplace purchase — revenue from Brand Content, sponsorships, and promotional messaging is retained by Company.

“Order Form” means an ordering document that references this Agreement and sets forth the specific Services and/or Partner Services to be provided, the fees, the term, and any other terms specific to the engagement, including Customer's business type classification and credentialing information required under Appendix A.

“Partner Services” means services identified on an Order Form as “Partner Services” — third-party products and services made available through the Platform but not provided directly by Company, such as Renter's Insurance. Partner Services are Third-Party Products and Services and are governed by Section 2 and Section 3(c).

“Partner Service Fees” means fees identified as “Partner Service Fees” on an Order Form.

“Platform” means the Company website, the Company mobile application, and the embedded components and integrations through which Company makes the Services available, including those offered through Customer's and other channel partners' properties.

“Registered User” means an individual renter or resident with access to a Piñata account.

“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.

“Revenue Share Report” means, with respect to any calendar quarter, a written report setting forth all Earned Fees for such quarter and the resulting Revenue Share Amount.

“Services” means the Credit Reporting, credit-score tracking, rewards, identity protection, Marketplace, and related services made available by Company directly (as distinct from Partner Services) through the Platform, as set forth in an Order Form.

“Third-Party Products and Services” means any third-party products and services (i) provided with or incorporated into the Services or Partner Services, or (ii) otherwise provided to Customer under this Agreement.

“Enrollment Report” means the monthly report Customer submits identifying each Unit and which Service(s) that Unit is to receive, in the format and manner set forth in Section 5.2.

“Unit” means an individual rental unit at a property owned, managed, or operated by Customer that is enrolled to receive one or more Services.

2. Access and Use of the Services

2.1 Provision of Access

Subject to and conditioned on Customer's payment of Fees and compliance with this Agreement, Company grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services and the Documentation during the Term, solely for use by Authorized Users to make the Services available to Registered Users who reside at properties owned, managed, or operated by Customer.

Subject to Customer's payment of Partner Service Fees, Company will use commercially reasonable efforts to make available to Customer, on the same basis, the Partner Services during the Term. Partner Services are not Services but constitute Third-Party Products and Services, and Customer's and Authorized Users' access to them may be subject to additional terms and fees imposed by the third-party provider.

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 set forth on the applicable Order Form.

2.2 Reservation of Rights

Company reserves all rights not expressly granted to Customer in this Agreement. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the Company IP or Partner Services.

2.3 Security of Customer's Account

Customer is responsible for the security of Customer's and each Authorized User's account and use of the Services and the Platform:

- a. Customer and each Authorized User must maintain the confidentiality of account access credentials and use reasonable and prudent efforts to prevent unauthorized access.
- b. Each Authorized User must have unique access credentials; credentials may not be shared. Customer will perform entitlement reviews of access controls and provide Company with reports of such reviews upon request.
- c. Customer will notify Company immediately of any unauthorized access to or use of an account, the Services, or the Platform (a "Security Incident"), and will pay all costs, expenses, and damages arising from a Security Incident to the extent caused by an act or omission of Customer or an Authorized User, including remediation, notification, credit monitoring, penalties, and other damages.

2.4 Suspension

Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's or any Authorized User's access to any portion of the Services and/or Partner Services if Company reasonably determines that:

- a. there is a threat or attack on the Company IP, or Customer's or an Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or another customer or vendor;
- b. Customer or an Authorized User is using the Company IP for fraudulent or illegal activity;
- c. Customer has, subject to applicable law, ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors, or become subject to a bankruptcy, reorganization, or similar proceeding;
- d. Company's provision of the Services or Partner Services is prohibited by applicable law;
- e. the Partner Services are used unlawfully, improperly, or in violation of third-party terms; or
- f. any vendor of Company has suspended or terminated Company's access to third-party services or products required to enable Customer's access (each of the foregoing, a "Service Suspension").

Company will use commercially reasonable efforts to provide written notice of any Service Suspension and updates on resumption of access, and to resume access as soon as reasonably possible once the cause is cured. Company will have no liability for any damages, losses, or other consequences Customer or an Authorized User may incur as a result of a Service Suspension.

2.5 Protection and Use of Data

Company will maintain appropriate technical and organizational safeguards for the security, confidentiality, and integrity of Customer Data, excluding Customer Data collected, processed, or stored by Third-Party Products and Services. Company's personnel will not access, use, modify, or disclose such data except: (a) to provide the Services and Partner Services or address service/technical problems; (b) to third-party vendors, consultants, and service providers who require access to provide products or services to Company, subject to confidentiality obligations; (c) to compile Aggregated Statistics; (d) as required by applicable law, regulation, or governmental request; (e) as permitted by or disclosed to Registered Users under Company's website terms, privacy policy, or other notices; or (f) as Customer expressly permits in writing. Company may (but is not obligated to) delete Customer Data upon the first to occur of expiration or termination of the relevant account, expiration or termination of this Agreement, or receipt of a deletion request from the relevant Registered User.

With respect to Customer Data consisting of renter information provided by or on behalf of Customer through Yardi or any other real estate software package (a "Third-Party Package"): (i) Company is expressly permitted to download, store, and use such Customer Data whether or not it relates to persons who are current renters, and (ii) Company has no liability relating to the Third-Party Package or any integration with, use of, or access to it.

2.6 Customer Responsibility for Access

Customer is responsible for all access to and use of the Services and Partner 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

3.1 General

Customer is responsible and liable for all use of the Services, Partner Services, and Documentation resulting from access provided by Customer or otherwise obtained by Authorized Users, whether or not such access or use is permitted by this Agreement. Any act or omission by an Authorized User that would constitute a breach if taken by Customer is deemed a breach by Customer. Customer will use reasonable efforts to make Authorized Users aware of this Agreement's applicable provisions and cause them to comply.

3.2 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, and will use commercially reasonable efforts to onboard properties and Registered Users in a timely manner consistent with each Order Form. During onboarding, Company and Customer will review and align on the format, fields, and delivery method for Customer's Enrollment Reports, and on which Service(s) apply to which Units, before monthly billing under Section 5 begins.

3.3 Certain Usage Restrictions

Customer will not:

- a. Make any Services or Partner Services available to, or use them for the benefit of, anyone other than Customer or Authorized Users as set forth on an Order Form;
- b. Make any Services or Partner Services available to, or use them for the benefit of, any competitor of Company;

- c. Sell, resell, license, sublicense, distribute, rent, or lease any Services or Partner Services, or include them in a service bureau or outsourcing offering;
- d. Use any Services or Partner Services to store or transmit infringing, libelous, or otherwise unlawful material, or material in violation of third-party privacy rights or applicable law;
- e. Use any Services or Partner Services to store or transmit Malicious Code (code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs, and Trojan horses);
- f. Interfere with or disrupt the integrity or performance of any Services, Partner Services, or third-party data contained therein;
- g. Attempt to gain unauthorized access to any Services or Partner Services or 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, frame, or mirror any Services or Partner Services or any part, feature, function, or user interface thereof, other than framing on Customer's own intranets for Customer's internal business purposes;
- j. Access any Services or Partner Services in order to build a competitive product or service, reverse engineer any Service or Partner Service, or create a derivative work based on any Services or Partner Services;
- k. Use the Services outside of the United States;
- l. Charge a renter any rent or fees other than as authorized in an agreement between Customer and that renter;
- m. Use the Services to transfer money in violation of any money laundering laws, including the Bank Secrecy Act, or any regulations of the U.S. Treasury's Office of Foreign Assets Control or the Federal Trade Commission;
- n. Require a renter to provide banking or other sensitive financial information directly to Customer in connection with the Services;
- o. Use the Services to collect amounts incurred by a renter prior to that renter's use of the Services, or otherwise to settle outstanding debts;
- p. Use the Services to discriminate against anyone based on race, color, national origin, religion, sex, disability, or the presence of children, or otherwise treat a renter differently based on any class protected by applicable state or local law (e.g., sexual orientation, gender identity, military status, or marital status);
- q. Share a renter's application, credit report, or background check obtained through the Services with any third party, or otherwise provide any portion of an application outside of the Services; or
- r. Violate any applicable laws in connection with its use of the Services or Partner Services.

3.4 Third-Party Products and Services

Company may from time to time make Third-Party Products and Services available to Customer. These are subject to their own terms in addition to this Agreement; Customer should not use them if Customer does not agree to those terms. If a provider ceases to make its Third-Party Product or Service available for interoperation on reasonable terms, Company may cease providing the corresponding Service features without entitling Customer to any refund, credit, or other compensation. Company is not liable for any failure of a third party to provide any Third-Party Products and Services.

3.5 Credit Reporting Compliance

Customer acknowledges that Company furnishes Credit Reporting data to CRAs and that Credit Reporting is subject to the FCRA and other applicable law. Customer's specific obligations relating to Credit Reporting — including data accuracy, renter consent, credentialing, recredentialing, dispute handling, and related representations — are set forth in Appendix A, which Customer agrees to observe. This includes providing Company, upon request, with Customer's EIN or other tax identification number, legal entity information, and any other identifying information that a CRA requires for credentialing or recredentialing purposes, as further described in Appendix A.

3.6 Renter's Insurance, Master Policy Coverage and Other Partner Services

If and for so long as Company provides Renter's Insurance or Master Policy Coverage under an Order Form, Customer acknowledges that Renter's Insurance and related Services constitute Third-Party Products and Services, and Customer will comply with Company's and the third-party provider's requirements in connection with them.

3.7 Rewards and Credit Reporting — Sole Provider

If at any time Company provides Services relating to the Platform and/or Credit Reporting, then, without limiting Customer's other obligations under this Agreement and each Order Form, and unless this Agreement or the applicable Order Form has been terminated by Customer under Section 12.5(b) due to Company's uncured material breach, until expiration of the Term (including any Renewal Term that would apply absent a valid non-renewal notice), Customer will not cease to (a) actively use Company as its sole provider of rewards and Credit Reporting with respect to any renter or Unit for which Company has provided such Services, and (b) pay all amounts due for those Services. This obligation continues regardless of whether the relevant renter's residency continues via an existing lease, renewal, or new lease, and regardless of whether that renter's Platform account is inactive or has unused points. Customer acknowledges this obligation is necessary to facilitate an orderly transition and avoid an abrupt stop of credit reporting that could adversely affect a resident's credit score. Piñata Points issued to renters have no monetary value, may not be redeemed for cash, are non-transferable, and are subject to expiration and forfeiture under the Piñata Points Rewards Program Rules (available at www.pinata.ai/terms-points-rewards). The outstanding balance of a renter's Piñata Points does not constitute a liability of Customer or Company under this Agreement.

3.8 Brand Content and Personalized Offers

Customer acknowledges and agrees that the Services include the display of Brand Content to renters, including renters enrolled in any paid subscription tier offered by Company or Customer, and that Brand Content forms part of the rewards, deals, and offers experience Company provides to all renters. Company derives revenue from Brand Content, which 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 Brand Content to renters within the Services, and (ii) Customer will not represent the Services to renters as free of Brand Content, nor state or imply that any paid subscription tier entitles a renter to a different volume, type, or experience of Brand Content than other renters receive.

Company's collection, use, and disclosure of renter personal information in connection with Brand Content are governed by Company's Renter Terms of Service and Privacy Policy.

3.9 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. The decision whether to offer a Brand Revenue Share, and on what terms, is in Company's sole discretion. Revenue from Brand Content as described in Section 3.8 is never subject to a Brand Revenue Share and is retained solely by Company.

3.10 Compliance with Laws

Customer will comply with all applicable laws, rules, and regulations in connection with its use of the Services and Partner Services, including without limitation the FCRA, the California Privacy Rights Act, the California Consumer Credit Reporting Agencies Act, the New York Rent Reporting Pilot Program statutes (where applicable), state and local laws governing rent reporting, including California Assembly Bill 2747 (Cal. Civ. Code § 1954.07), California Civil Code § 1954.06 (for assisted housing developments), and Maryland House Bill 315 (Md. Code Ann., Real Prop. § 8-208.4), together with their requirements for offering rent reporting, fees, opt-outs, and re-enrollment, and all other applicable federal, state, and local law.

4. Aggregated Statistics and Impact Reporting

Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and Partner 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 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 under Company's Renter Terms of Service, may be used by Company to collect, compile, and create Aggregated Statistics, and that all such Aggregated Statistics are owned solely by Company as provided in Section 10. Company provides Aggregated Statistics derived from such data to Customer and to third parties only in aggregated and de-identified form, and does not disclose any individually identifiable renter information in an Impact Report.

"Impact Reports" means periodic reports Company may provide to Customer and other channel partners summarizing, in aggregated and de-identified form, program-level outcomes such as enrollment volume, reporting activity, and estimated credit-score impact across Customer's portfolio.

5. Fees and Payment

Fees for the Services and Partner Services are as set forth on the applicable Order Form. Full-File (negative) reporting, where offered, is a paid service billed to Customer with no resident charge under any arrangement; Positive-Only reporting fee arrangements are as designated on the applicable Order Form, which may charge Customer or the resident directly. Customer will pay all Fees in the manner and on the schedule set forth on the Order Form. Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

5.1 Per-Unit Billing

Except as otherwise set forth on an Order Form, core Services are billed on a per-Unit, per-month basis at the rate(s) specified on the applicable Order Form. Some Order Forms specify a lower per-Unit, per-month fee for the first year of the Term and a higher per-Unit, per-month fee for the second and subsequent years; where applicable, that schedule is set forth on the Order Form and governs without further notice.

5.2 Enrollment Reports

Customer will submit an Enrollment Report to Company each month, identifying each Unit and tagging which Service(s) that Unit is to receive. The format, required fields, and delivery method for Enrollment Reports will be reviewed and agreed upon by the parties during onboarding under Section 3.2.

If Customer does not submit an Enrollment Report for a given month, Customer's Unit-level enrollments from the most recently submitted Enrollment Report will continue unchanged, and Company will continue to provide and bill for Services on that basis.

If Customer submits an updated Enrollment Report, then, effective as of that Enrollment Report: (a) Company will stop providing, and stop billing for, Services to any Unit that no longer appears on the Enrollment Report; (b) Company will continue providing, and continue billing for, Services to any Unit that appears on both the prior and the updated Enrollment Report; and (c) Company will begin providing, and begin billing for, Services to any Unit appearing on the Enrollment Report for the first time.

5.3 No Proration; Basis for Charges

Services are not prorated. If a Unit is enrolled at any point during a calendar month, that Unit's renter(s) will receive the applicable Service(s) for that entire month, provided the renter satisfies the applicable eligibility criteria for that Service (for example, timely rent payment where required, and having provided the data necessary for enrollment), and will have or be able to obtain access to the Piñata app or web experience.

A Unit is charged for a Service if it is enrolled in, and served by, that Service for the applicable month, regardless of the extent to which the renter(s) of that Unit actually engage with or use the Service — including, without limitation, whether a renter redeems Piñata Points, views their credit score, or sees a tradeline reflected on their credit report.

5.4 Implementation Fees

Where an Order Form has an initial term of less than one year, Company may assess an implementation fee in the amount set forth on the Order Form, in addition to per-Unit fees under Section 5.1. Implementation Fees are due and payable in full upon execution of the applicable Order Form or commencement of onboarding.

5.5 Contract Minimum

Each Order Form may specify a monthly contract minimum. Customer will be charged the greater of (a) the aggregate per-Unit fees for Units enrolled and served during the applicable month under Section 5.1–5.3, or (b) the contract minimum set forth on the Order Form.

5.6 Fees Independent of Credentialing Status

Customer's obligation to pay Fees under this Section 5 begins upon the Effective Date of the applicable Order Form (or, for Implementation Fees, as set forth in Section 5.4) and continues regardless of (a) how long Company's or any CRA's credentialing or recredentialing review of Customer under Appendix A takes to complete, or (b) whether Customer ultimately satisfies Company's or any CRA's credentialing requirements. Company incurs cost and performs diligence, investigation, and credentialing work with respect to Customer regardless of outcome, and Fees are not abated, prorated, refunded, or suspended on account of credentialing timing or outcome. If Customer fails to satisfy, or ceases to satisfy, credentialing requirements under Appendix A, Company may suspend or terminate Credit Reporting for the affected Customer or properties under Section A.8, A.11, or A.6, as applicable; such suspension or termination does not relieve Customer of Fees accrued before its effective date, or of Fees for any other Services, or the contract minimum under Section 5.5, that continue to be provided.

6. Revenue Sharing

Where an Order Form provides for a Brand Revenue Share, Company will pay Customer the applicable Revenue Share Amount on a quarterly basis, accompanied by a Revenue Share Report, within forty-five (45) days following the end of the applicable calendar quarter. Customer may not dispute a Revenue Share Report more than twelve (12) months after receipt. A Brand Revenue Share never applies to revenue from Brand Content, which is retained solely by Company under Section 3.8.

7. Confidential Information

Each party (the “Receiving Party”) will (a) protect the Confidential Information of the other party (the “Disclosing Party”) using at least the same degree of care it uses for its own confidential information of similar importance, and no less than reasonable care; (b) not use the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement; and (c) not disclose the Disclosing Party's Confidential Information to any third party, except to its employees, contractors, and agents who need access to accomplish this Agreement's purposes and who are bound by confidentiality obligations at least as protective as this Section 7.

Confidential Information does not include information that (i) is or becomes generally available to the public through no fault of the Receiving Party; (ii) was known to the Receiving Party prior to disclosure; (iii) is received from a third

party without breach of any confidentiality obligation; or (iv) is independently developed without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information to the extent required by law, provided it gives the Disclosing Party prompt notice (where legally permitted) and reasonable assistance to seek a protective order.

8. Intellectual Property

As between the parties, Company owns all right, title, and interest in and to the Company IP, the Platform, the Services, the Partner Services (excluding rights owned by third-party Partner Service providers), the Documentation, and Aggregated Statistics, including all intellectual property rights therein. As between the parties, Customer owns all right, title, and interest in and to Customer Data. Customer grants Company a non-exclusive, worldwide, royalty-free license to use, reproduce, and process Customer Data solely as necessary to provide the Services and Partner Services, to compile Aggregated Statistics, and as otherwise permitted under this Agreement.

9. Representations and Warranties

Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder. Customer represents and warrants that it will comply with Section 3 (Customer Responsibilities) and all applicable law in its use of the Services and Partner Services.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND PARTNER SERVICES ARE PROVIDED "AS IS," AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

10. Indemnification

10.1 Company Indemnification

Company will indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, and agents from and against any losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred resulting from any 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, cooperates with Company, and allows Company sole authority to control the defense and settlement.

This Section 10.1 does not apply to the extent the alleged infringement arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by Company; (b) modifications to the Services not made by Company; (c) Customer Data; (d) Credit Information; or (e) Third-Party Products and Services.

10.2 Customer Indemnification

Customer will indemnify, defend, and hold harmless Company and its affiliates, officers, directors, employees, and agents from and against any Losses resulting from any third-party claim 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 or any Authorized User's gross negligence or willful misconduct; (c) Customer's breach of this Agreement or violation of applicable law; (d) Customer's or any Authorized User's use of the Services or Partner Services in a manner not authorized by this Agreement, or in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by Company; (e) modifications to the Services or Partner Services not made by Company; or (f) any claim by a renter based on Customer's representation, statement, or communication regarding the Services.

Customer may not settle any third-party claim against Company unless Company consents to the settlement, and Company will have the right, at its option, to defend itself against or participate in the defense of any such claim by counsel of its own choice.

10.3 Sole Remedy

This Section 10 sets forth the sole remedies of the parties for the matters described in it.

11. Limitations of Liability

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, BREACHES OF SECTION 7 (CONFIDENTIAL INFORMATION), AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5, NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY 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 SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

EXCEPT FOR THE CARVE-OUTS ABOVE, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination

12.1 Term

The initial term of this Agreement begins on the Effective Date set forth on the applicable Order Form and, unless terminated earlier under this Agreement's express provisions, continues for the term specified on that Order Form, which may be one year, two years, three years, or such other duration as the parties agree (the "Initial Term"). The Initial Term and any Renewal Term(s) are referred to collectively as the "Term."

12.2 Initial Term Is Non-Cancelable

Customer may not terminate this Agreement or any Order Form for convenience at any time during the Initial Term, regardless of the Initial Term's length. Customer's obligation to pay all Fees for Services provided under Section 5 applies for the entirety of the Initial Term, including, for a multi-year Initial Term, each year of that Initial Term at the per-Unit rate applicable to that year under the Order Form, and is not reduced, suspended, or excused by Customer's cessation of enrollment, non-use of the Services, or any similar action during the Initial Term. This Section 12.2 does not limit either party's right to terminate for cause under Section 12.5.

12.3 Auto-Renewal

Upon expiration of the Initial Term, this Agreement and each Order Form will automatically renew for successive twelve (12)-month terms (each, a "Renewal Term"), each commencing on the 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 (the end of the Initial Term, or the relevant anniversary of the Effective Date thereafter) 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 twelve (12)-month Renewal Term notwithstanding any notice of non-renewal previously delivered by Customer.

12.4 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 fails to pay its final invoice after delivering such notice, 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 contract minimum under Section 5.5, whichever is greater) during the period between the desired termination date and the date Customer achieves a \$0.00 outstanding balance; and (c) termination will not be effective until the first contract end date following the date Customer has paid all outstanding Fees in full, provided Customer delivered a valid non-renewal notice at least sixty (60) days prior to that contract end date. Delivery of a non-renewal notice does not suspend, reduce, or otherwise affect Customer's obligation to pay Fees during any continued Term.

12.5 Termination

In addition to any other express termination right in this Agreement:

- a. Company may terminate this Agreement or any Order Form, effective on written notice to Customer, if Customer (i) fails to pay any amount when due and such failure continues more than 30 days after Company's written notice, or (ii) breaches any of its obligations under Section 2.4, 3.3, 3.4, or 8;
- b. Either party may terminate this Agreement or any Order Form, effective on written notice, if the other party materially breaches this Agreement and such breach (i) is incapable of cure, or (ii) being capable of cure, remains uncured 30 days after written notice of the breach;
- c. Either party may terminate this Agreement or any Order Form, effective immediately on written notice, if the other party becomes insolvent, is generally unable to pay its debts as they become due, files or has filed against it a petition for bankruptcy, makes a general assignment for the benefit of creditors, or has a receiver or similar agent appointed over a material portion of its property or business.

The rights in this Section 12.5 are available at any time, including during the Initial Term, notwithstanding Section 12.2.

12.6 Payment upon Termination

If this Agreement is terminated by Customer under Section 12.5(b) 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 under Section 12.5(a) due to Customer's non-payment, or expires at the end of a Term, Customer will immediately pay all outstanding Fees accrued through the effective date of termination or expiration — including, if termination occurs during a multi-year Initial Term, all Fees for the remainder of that Initial Term as provided in Section 12.2 — as well as any Fees that continued to accrue during a period in which termination was delayed under Section 12.4. In no event will termination or expiration relieve Customer of its obligation to pay Fees accrued prior to the effective date of termination.

12.7 Effect of Termination

Upon termination or expiration: (a) Customer will immediately discontinue use of the Company IP and Partner Services and, without limiting Customer's obligations under Section 7 (Confidential Information), delete, destroy, or return all copies of the Company IP and (unless otherwise permitted by third-party Partner Service providers) the Partner Services, and certify such deletion or destruction in writing on request; (b) Company will continue to retain Customer Data, Aggregated Statistics, and Impact Reports for the longer of (i) the period required by applicable law, including FCRA recordkeeping requirements, and (ii) Company's standard retention period, after which such data will be deleted or further de-identified; and (c) no expiration or termination will affect Customer's obligation to pay Fees

that became due before such expiration or termination, or entitle Customer to any refund except as set forth in Section 12.6.

12.8 Survival

Section 12.7 and Sections 1, 5, 6, 7, 8, 9, 10, 11, 13, 14, and 15 survive any termination or expiration of this Agreement. Unless this Agreement or the applicable Order Form is terminated by Customer under Section 12.5(b), Section 3.7 survives for the maximum period set forth in Section 3.7. No other provisions survive expiration or earlier termination.

13. 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, 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.

13.1 Class Action Waiver

CLASS ACTION WAIVER — IMPORTANT — PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.

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 any right to class arbitration or 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.

13.2 30-Day Opt-Out Period

If Customer does not wish to be bound by the class-action waiver in Section 13.1, Customer must notify Company in writing within thirty (30) days of first accepting this Agreement (unless a longer period is required by applicable law); Customer must then litigate any disputes against Company in court under the Governing Law provisions of Section 14.6, rather than in arbitration. Notification must be provided per Section 14.2's Notices provision and must include (a) Customer's name, (b) Customer's email and mailing address, and (c) a statement that Customer does not wish to waive its ability to participate in a class action. The same 30-day opt-out applies to any future change Company makes to this Section 13, other than a change to the address for receiving such notices.

14. Miscellaneous

14.1 Entire Agreement

This Agreement, the related Order Form(s), and Appendix A constitute the entire agreement of the parties with respect to its subject matter and supersede all prior and contemporaneous understandings, agreements, and representations, written and oral. In the event of any inconsistency, the order of precedence is: (a) this Agreement excluding Order Forms; (b) the Order Form(s); and (c) any other documents referred to in this Agreement.

14.2 Notices

All notices under this Agreement must be in writing and addressed to the parties at the addresses set forth on the most recent Order Form (or such other address as a party may designate in accordance with this Section). Notices must be delivered by personal delivery, nationally recognized overnight courier (fees prepaid), email with confirmation of transmission, or certified or registered mail, return receipt requested, postage prepaid. A notice is effective only upon receipt by the receiving party and compliance with this Section. Notices to Company should be sent to Piñata Rent, Inc., 379 W. Broadway, 2nd Floor, Suite 251, New York, NY 10012, with a copy to legal@pinata.ai.

14.3 Force Majeure

Neither party will be liable to the other, or deemed to have breached this Agreement, for any failure or delay in performing its obligations (except payment obligations) to the extent caused by circumstances beyond that party's reasonable control, including acts of God, flood, fire, earthquake, pandemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes or labor disturbances, or the passage of law or governmental action, including an embargo, or, for Third-Party Products and Services, any action by a third party.

14.4 Amendment and Modification; Waiver

This Agreement (excluding the Order Form) may be amended by Company on notice to Customer; Company may also 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. No waiver by Company is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right under this Agreement operates as a waiver of it, and no single or partial exercise precludes any further exercise.

14.5 Severability

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that will not affect any other provision or invalidate it in any other jurisdiction. The parties will negotiate in good faith to modify the Agreement to effect their original intent as closely as possible.

14.6 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 regard to conflict-of-laws principles. Subject to Section 13 (Dispute Resolution), any legal suit, action, or proceeding shall be instituted exclusively in the federal or state courts located in the Borough of Manhattan, New York City, and each party irrevocably submits to the exclusive jurisdiction of such courts.

14.7 Assignment

Customer may not assign any of its rights or delegate any of its obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without Company's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Company may assign this Agreement upon notice to Customer. Any purported assignment or delegation in violation of this Section is null and void. This Agreement binds and inures to the benefit of the parties' permitted successors and assigns.

14.8 Export Regulation

Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or governmental approval), that prohibit or restrict the export or re-export of the Services, Partner Services, or any Customer Data outside the United States.

14.9 Equitable Relief; Third-Party Beneficiaries

Each party acknowledges that a breach or threatened breach of its obligations under Section 7 (Confidential Information), or, for Customer, Section 2.3, 3.3, or 3.4, could cause the other party irreparable harm for which monetary damages would not be an adequate remedy, and agrees the other party will be entitled to equitable relief, including a restraining order, injunction, or specific performance, without any requirement to post a bond or prove actual damages. Such remedies are in addition to all other remedies available at law or in equity. Customer acknowledges that each provider of a Partner Service is an express third-party beneficiary with respect to Customer's obligations regarding Partner Services under this Agreement.

14.10 Independent Contractors

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

14.11 Agreement

BY EXECUTING ANY ORDER FORM, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.

15. Channel Partner Accounts

This Section 15 applies when Customer accepts these Terms through a property management software provider or other channel partner of Company (a “Channel Partner”), including by signing or electronically accepting the Channel Partner's order document:

- a. Commercial Terms. Fees, term, renewal, and termination are governed by Customer's agreement with the Channel Partner, which is responsible for paying Company. Sections 3.7, 5, 6, and 12.1 through 12.6, and any other requirement that Customer pay Company, do not apply.
- b. Consent Record. The Channel Partner's order document or platform acceptance is the Order Form for purposes of these Terms, and Customer's signature or acceptance is its membership application and dated consent record under Appendix A, including Sections A.3, A.6, A.7, A.10, A.11, A.12, and A.13.
- c. Credentialing Information. The Channel Partner may provide the information described in Section A.5 on Customer's behalf. Customer remains responsible for its accuracy and will notify Company or the Channel Partner of any change within ten (10) business days.
- d. Enrollment. Renters are enrolled in Credit Reporting only through Company-approved enrollment flow in the Channel Partner's platform or a Company-approved lease addendum, and neither Customer nor the Channel Partner will change Company's consent language without Company's written approval.
- e. Reporting. Customer will respond to Company's dispute requests within two (2) business days, will not furnish rental data for an enrolled renter to a CRA through any other provider, and will apply elections to all eligible renters at a property, or by objective criteria applied uniformly.
- f. Precedence. As between Customer and Company, these Terms govern the Services; as between Customer and the Channel Partner, their agreement governs. Company is not responsible for the Channel Partner's services.

Appendix A — Data Furnisher Terms and Conditions

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

The Membership, Consent & Credentialing Acknowledgments section of the applicable Order Form, once completed, dated, and signed by Customer, constitutes Customer's membership application and consent record for purposes of this Appendix A and Company's credentialing obligations to each CRA. That signed record documents Customer's (a) business type classification under Section A.5; (b) confirmation that a valid renter consent process is or will be in place under Section A.3; (c) authorization for Company to receive, investigate, and respond to consumer disputes under Section A.13; (d) consent to and authorization of Company's collection, use, and furnishing of Customer's rental payment data to CRAs; (e) acknowledgment of Customer's furnisher obligations under Section A.9; and (f) agreement to cooperate with recredentialing under Section A.6. This Appendix A states the substantive obligations; the signed Order Form is Customer's dated acknowledgment and consent record for each of them, and the two should be read together rather than as separate or conflicting requirements.

A.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 its implementing regulations, 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 any data or information provided to Company under or in connection with Credit Reporting.

A.2 Accurate Data

Customer represents and warrants that all rental payment data and other Credit Information provided to Company is accurate, complete, and current, and, without limiting Company's other rights, will indemnify and hold harmless Company for any inaccurate or incomplete information provided to Company and reported to a CRA. If Customer learns that any data previously provided was inaccurate or incomplete, Customer will promptly notify Company and provide corrected information.

A.3 Consumer Consent Obligations

Customer will ensure that each renter whose rental payment data is reported through Company to any CRA has been provided 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 renter's credit score; (c) the renter has the right to dispute information believed to be inaccurate; and (d) the renter 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 another written mechanism approved by Company. Customer will not submit for reporting any renter's data where the requisite consent has not been obtained or where the renter has exercised an opt-out right.

Separately from the renter consent described above, Customer consents to and authorizes Company's collection, use, and furnishing of Customer's own rental payment data — that is, the data Customer submits to Company via Enrollment Reports and otherwise — to CRAs for purposes of tenant credit reporting under this Agreement. Customer's execution of the applicable Order Form constitutes this consent and authorization.

A.4 Positive-Only Reporting

Where an Order Form designates Positive-Only reporting, Company reports positive (on-time) rental payment data to CRAs and does not, except as 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 a Positive-Only Order Form.

A.5 Credentialing and Verification

Customer 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. Customer will:

- a. Provide Company, upon request, with its legal entity name, 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, and promptly update Company in writing within ten (10) business days of any change to the foregoing information;
- c. Identify its business type on the applicable Order Form or during onboarding (Property Management Company; Individual Landlord or Owner; Licensed Real Estate Agent or Broker; Government Agency or Authority; or Other, with description), and promptly notify Company in writing of any change to that classification; and
- d. Cooperate with any re-verification or audit requested by Company or any CRA.

A.6 Recredentialing

In addition to the initial credentialing under Section A.5, Company and/or its CRA partners may conduct periodic recredentialing of Customer's business information no less than annually. Customer will timely provide any information or documentation reasonably requested by Company to complete such recredentialing, including updated versions of the information described in Section A.5. Customer's execution of the applicable Order Form's Recredentialing acknowledgment constitutes Customer's agreement to cooperate with this process. Failure to timely complete recredentialing, or a change that causes Customer to no longer satisfy Company's or any CRA's credentialing requirements, may result in suspension or termination of Credit Reporting under Section A.8, and does not relieve Customer of any Fee obligations under Section 5, including Section 5.6.

A.7 Telephone Verification

Customer acknowledges that Company is required by certain CRAs to independently verify the telephone number of each data contributor. Customer represents and warrants that the telephone number provided to Company is a valid, active business telephone number that is publicly listed, registered with a state authority, or otherwise independently verifiable, and authorizes Company to verify it through third-party sources, including state corporation commission filings, business information databases (such as Dun & Bradstreet or Experian BizID), or public business directories.

A.8 Bona Fide Business Entity

Customer 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. Customer will, upon 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 Customer that fails to satisfy Company's credentialing requirements or the requirements of any CRA.

A.9 FCRA Section 623 Acknowledgment

Customer acknowledges and accepts its responsibilities as a data furnisher under Section 623 of the FCRA (15 U.S.C. § 1681s-2), including: (a) the duty to furnish accurate and complete information to CRAs; (b) the duty to update or correct previously furnished information determined to be inaccurate, incomplete, or unverifiable; (c) the duty to investigate consumer disputes forwarded by a CRA within FCRA-prescribed timeframes; (d) the prohibition on furnishing information Customer knows or has reasonable cause to believe is inaccurate; and (e) the duty to provide notice to consumers when furnishing negative information, to the extent required by applicable law. Customer will cooperate with Company in fulfilling all data furnisher obligations under the FCRA and promptly notify Company of any circumstance that may affect the accuracy or completeness of previously furnished Credit Information.

A.10 Site Inspection and Location Verification

Customer 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, and will cooperate in scheduling and facilitating any such inspection within a reasonable timeframe. Customer will provide accurate information regarding whether each property address associated with its account is a commercial or residential location; if Customer operates from a residential address, Customer consents to biennial attestation or inspection as may be required by any CRA.

A.11 Screening and Compliance Checks

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

A.12 Website Review

Customer will provide Company with the address of Customer's business website(s), if any. Customer represents and warrants that its website(s) do not contain, and Customer does not otherwise maintain, any association, tie, blog, or link to or with a credit repair company or business that appears to perform services in violation of the Credit Repair Organizations Act (CROA). If Customer does not maintain a website, Customer will confirm that fact to Company upon request. Company may review Customer's website(s) as part of its credentialing and recredentialing procedures under Sections A.5 and A.6.

A.13 Dispute Handling; Authorization to Act on Customer's Behalf

Customer authorizes Company, and Company's credit-reporting service partners, to receive, investigate, and respond to consumer disputes relating to tradelines furnished on Customer's behalf, including through direct dispute processes and e-Oscar or other automated consumer dispute verification networks, consistent with FCRA Section 623(a)(8). Customer's execution of the applicable Order Form constitutes this authorization. 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, including all information reasonably necessary for Company to investigate and respond consistent with its FCRA obligations.

A.14 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) seven (7) years following the date the relevant data was furnished, and will make such records available to Company upon reasonable request.

A.15 Data Protection and Sensitive Data

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 Customer and furnished by Company to CRAs — are governed by any applicable Data Protection Addendum (DPA) executed by the parties, which takes precedence over this Appendix A in the event of conflict regarding data processing obligations. Customer 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. Customer represents and warrants that it has obtained all necessary consents to disclose such Sensitive Data to Company, has provided renters appropriate notice of such disclosure, and 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.

A.16 Indemnity for Credit Reporting Inaccuracies

In addition to Customer's other indemnification obligations under this Agreement, Customer will indemnify, defend, and hold harmless Company and its affiliates from and against any claims, damages, losses, liabilities, and costs (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.

A.17 Credit Bureau Addenda

Customer must sign any addendum or agreement required by a CRA of data contributors or data furnishers before Company can report Customer's tenant information to that CRA.

Exhibit A — Data Submission and Dispute Resolution Requirements

Data Submission

Company reports data to credit bureaus in Metro 2® Format. Where Positive-Only reporting applies, Company reports only positive (on-time) rental payment data; Company does not report late, missed, or delinquent payments, and if a tenant fails to make an on-time payment, Company will cease reporting for the applicable period rather than create a negative tradeline.

If API integration between Customer's system and Company's system will not be undertaken, Company will provide Customer a template outlining the data fields to be reported for each tenant monthly. Customer may export or enter tenant payment data into a spreadsheet and provide it to Company monthly via a secure file transfer, or enter data directly into the Piñata Property Manager Portal.

Company reserves the right to request a signed copy of Customer's lease agreement with any tenant for whom rental data is furnished and reported, solely to validate the accuracy and completeness of reported data.

Customer agrees to submit tenant payment data to Company by the agreed upon deadline each month for the duration of this Agreement. Company follow up by phone or email if errors or anomalies are detected during Company's quality control review.

Tenant Dispute Resolution

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

- Postal: Piñata Rent, Inc., 379 W. Broadway, 2nd Floor, Suite 251 New York, NY 10012
- Email: support@pinata.ai

Customer and Company will jointly investigate and resolve the dispute in a manner that complies with the FCRA, including use of e-Oscar where applicable. Customer acknowledges that under the FCRA, Company 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). Customer will respond to all dispute-related inquiries from Company within five (5) business days, including supporting documentation such as lease agreements, payment records, or ledger extracts. Failure to respond timely may result in Company deleting or modifying the disputed information as required by the FCRA.

Customer will 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 Company for a minimum period of seven (7) years following the date of the applicable report, and will make such records available to Company upon request in connection with any dispute investigation, CRA inquiry, or regulatory examination.

Exhibit B — Support Terms

Company will provide technical support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Eastern Time, excluding federal holidays (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by emailing support@pinata.ai. Company will use commercially reasonable efforts to respond to all helpdesk tickets within seventy-two (72) hours.