Software as a Service (SaaS) Agreement

Last Updated: June 1, 2026

Preamble

IMPORTANT: This Agreement applies only if there is no other binding written or electronic agreement (an "Other Agreement") already in effect between the customer (as defined below) and Unify ("Service Provider") relating to the same software or services. If such an Other Agreement exists, it shall govern the customer's access to and use of the software and receipt of services, and this Agreement will not apply, even if you affirm your consent to these terms.

By accessing or using the software without an applicable Other Agreement, or by otherwise agreeing in writing to the terms and conditions set forth herein, you (the "Customer") offer to obtain the right to use the software under the terms of this Software-as-a-Service Agreement (the "Agreement") with Unify, an Ontario corporation ("Service Provider").

You represent and warrant that you have the authority to legally bind the person and/or entity identified as the Customer, and, where the Customer is a condominium or community association, homeowners association, association of apartment owners ("AOAO"), cooperative, or similar common-interest community, or where you are a property manager or managing agent signing on behalf of such an entity or on behalf of an owner, that you are duly authorized to do so under the Customer's governing documents and applicable law. The Customer agrees to be bound by this Agreement and any associated **Order** (defined below) provided by Creative Cloud Consulting Inc. ("CCC"), operating as Unify ("Unify", "we", "us", or "our"), in connection with the purchase of software licenses and the receipt of services described herein. Each Order will set forth specific commercial terms, but all applicable terms and conditions of this Agreement shall apply.

If you do not have the authority to bind the Customer, or if you or the Customer do not agree to any of the terms of this Agreement, then Unify is unwilling to provide the software or services, and you should immediately discontinue any order, access, download, installation, or request for services.

The Customer acknowledges and agrees that it is a party to this Agreement with CCC.

This Software as a Service Agreement ("Agreement") is entered into by and between Creative Cloud Consulting Inc., an Ontario corporation with its principal place of business at 251 Consumers Rd, Suite 1200, Toronto, ON M2J 4R3, Canada ("Service Provider"), and you ("Customer"). This Agreement is a customer-neutral and jurisdiction-neutral global agreement intended for use with Customers in both Canada and the United States. Market- or customer-specific terms (if any) are set out in the applicable Order Form and, where negotiated, in a Client Rider attached to the Order Form, each of which controls over this Agreement to the extent expressly stated. This Agreement is effective as of the start date specified in the first Order Form executed by the Customer and referencing this Agreement (the "Effective Date").

Software as a Service (SaaS) Agreement

1. Ordering

Customer may order from Service Provider: (a) licenses to Service Provider's standard software offerings (in object code format) on a hosted basis ("Software"); (b) related maintenance and support services ("Support Services"); and/or (c) consulting, training, implementation, or other professional services ("Professional Services"), all pursuant to the terms of this Agreement.

The specifics of each transaction will be set forth in a confirmation page, order form, quote, statement of work, invoice, or similar ordering document that references this Agreement and is mutually agreed to in writing by the parties (each, an "Order").

Customer's execution of, or other affirmative agreement to, an Order constitutes a binding commitment to purchase the products and services described therein, subject to the terms of this Agreement.

Orders may be executed electronically and shall be deemed valid and enforceable. The order of precedence between this Agreement, any Order, Client Rider, Exhibits, and any data processing addendum is set forth in Section 14.12.

All Orders for Software and Services, including subscription orders, amendments, and additional services, shall be placed through an Order Form or Statement of Work referencing this Agreement. Such Orders shall be subject to the terms and conditions of this Agreement.

2. Definitions

2.1 "Software": Refers to the software application provided by the Service Provider as described in the Order including any updates, upgrades, and enhancements provided under this Agreement.

2.2 "Service": Refers to the provision of the Software over the internet, including any related services and support.

2.3 "Authorized Users": Refers to an individual authorized by the Customer to use the Software, which may include the Customer's residents, unit owners, tenants, board or council members, property managers and managing agents, concierge and front-desk staff, maintenance and other vendors, and administrative staff, in each case in the role assigned by the Customer.

2.4 "Subscription Plan": Refers to the specific plan chosen by the Customer as outlined in the Order.

2.5 "Confidential Information": Refers to all information disclosed by either Party to the other, either directly or indirectly, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

2.6 "Data": Refers to all electronic data or information submitted by the Customer or its Authorized Users to the Software.

2.7 "End-User License Agreement (EULA)" "Resident Terms of Use": The terms and conditions governing the use of the Software by Authorized Users, as set forth in Exhibit D (Resident Terms of Use / EULA).

2.8 "Customer Content": All content, rules, policies, notices, announcements, listings, advertisements, images, documents, and other materials that the Customer or its Authorized Users create, configure, upload, or transmit through the Software, including amenity and booking rules, refund and cancellation policies, violation and fine schedules, parking rules, house rules, and communications.

2.9 "Resident Payments": Payments initiated by Authorized Users through the Software for property-related charges, which may include (depending on configuration) amenity bookings, deposits, parking, fines or violation payments, marketplace or community transactions, advertising-related payments, rent or association charges, and similar items.

2.10 "Payment Processor": A third-party payment service provider (for example, Stripe, Inc.) engaged to process Resident Payments and/or Customer fee payments.

3. The Services

This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software as a service" and provide all other services, data import/export, monitoring, support, back up and recovery, change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services").

3.1 Service Provision: The Service Provider agrees to provide the Software and Services to the Customer as per the terms of this Agreement. The provision of these services will adhere to the service levels, performance standards, and availability metrics outlined in Exhibit A (Service Level Agreement). The method and means of providing the Services shall be under the exclusive control, management, and supervision of the Service Provider, giving due consideration to the requests of Customer.

3.2 Subscription: The Customer subscribes to the Service as per the Subscription Plan specified in the Order, which includes specific features and fees.

3.3 Authorized Users: The Customer may authorize Users to access and use the Software in accordance with this Agreement. The Customer is responsible for the actions and omissions of its Authorized Users and for ensuring that Authorized Users use the Software in compliance with this Agreement, the applicable Resident Terms of Use, and any policies or instructions provided by the Customer or made available through the Software. The Customer shall be responsible for communicating applicable use requirements and limitations to its Authorized Users.

3.4 Scope of Services: The Services described in Section 3 shall be provided in accordance with Exhibit A: Software Service Level Agreement, Exhibit B: Support Services & Hosting Services, and Exhibit C: Training and Implementation Services.

3.5 No Emergency or Life-Safety Use: The Software is a property-operations and resident-experience platform and is ***not*** a monitored security, alarm, life-safety, or emergency-response system. The Software must not be relied upon to report or respond to emergencies. In an emergency, Authorized Users must call 911 (or the applicable local emergency number) or the Customer's designated building emergency contact. The Customer is responsible for communicating this limitation to its Authorized Users.

4. Use of the Software

4.1 License Grant: The Service Provider grants the Customer a non-exclusive, non-transferable, limited license to access and use the Software and Services during the term of this Agreement solely for the Customer's internal business purposes, including making the Software available to its Authorized Users in connection with the operation of the Customer's property or properties.

4.2 Usage Restrictions: The Customer agrees not to:

- Use the Software in violation of any laws or regulations.
- Reverse engineer, decompile, or disassemble the Software.
- Resell, sublicense, or otherwise distribute the Software.

4.3 User Conduct: The Customer shall ensure that all Users comply with the terms of this Agreement and the Resident Terms of Use / EULA attached hereto as Exhibit D. In the event of a material or repeated breach of the Resident Terms of Use / EULA, the Service Provider may, acting reasonably, suspend or restrict access to the Software. Such action shall not limit any other rights or remedies available to the Service Provider under this Agreement.

5. Term and Termination

5.1 Term and Renewal: Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the "Initial Term" shall commence on the Subscription Start Date (or, if not specified, the Effective Date) and continue for the duration set forth in the applicable Order Form. The "Effective Date" is the date the first Order Form referencing this Agreement is executed; certain obligations (including payment of any setup fee and delivery of implementation data) begin on the Effective Date. The "Subscription Start Date" is the date the Service is made available to the Customer for production use, as specified in or determined under the Order Form, and Subscription Fees and the Initial Term commence on the Subscription Start Date. The Initial Term runs concurrently with any Professional Services included in this Agreement, such as onboarding, setup, or training.

Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term"). "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term(s). Upon automatic renewal, the Service Provider reserves the right to increase subscription rates by providing the Customer at least sixty (60) days' written notice prior to the applicable renewal date; provided that, unless a different amount or cap is set out in the Order Form, any single annual increase shall not exceed five percent (5%) (i.e., up to 5% per year).

The renewal of this Agreement or any Attachment may be prevented: (i) by Customer giving Service Provider written notice at least sixty (60) calendar days prior to the renewal date; or (ii) by Service Provider giving Customer written notice of non-renewal at least sixty (60) days prior to the last day of the Initial Term or then current Renewal Term (as applicable). No refunds will be issued for any prepaid fees, except for prepaid fees covering periods after the effective date of a termination by Customer for the Service Provider's uncured material breach. Access to the Software will terminate upon the effective termination date.

5.2 Suspension: Service Provider may suspend Professional Services, Maintenance and Support, and/or Customer's license (a) with respect to the Software, in order to prevent damage to, or degradation of, Service Provider's network integrity; (b) if Customer has breached this Agreement in a way that affects Service Provider's provision of the Software; (c) if Customer infringes intellectual property rights; (d) if Customer has failed to pay any undisputed amounts for thirty (30) days after their due date and following at least ten (10) days' prior written notice; or (e) if Customer violates applicable laws or regulations or a court order requires suspension. If suspended, the Service Provider will promptly restore Customer's services and license after the event giving rise to the suspension has been resolved to the Service Provider's reasonable satisfaction.

5.3 Termination for Cause: Either Party may terminate this Agreement if the other Party materially breaches its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice. In cases where the breach is not curable, the non-breaching Party may terminate this Agreement immediately.

5.4 Payments Upon Termination: Upon the expiration or termination of this Agreement, Customer shall pay to the Service Provider all undisputed amounts due and payable hereunder in relation to the termination of this Agreement.

5.5 Effect of Termination: Upon termination of this Agreement: (a) The Customer shall immediately cease all use of the Software; (b) the Customer may, during the Termination Assistance Period described in Section 5.6, request export of Customer Data; and (c) ~~(b)~~ the Service Provider shall delete all Customer Data within sixty (60) days of termination, except where retention is required by applicable law or for routine backup/archival copies that are overwritten in the ordinary course and remain subject to the confidentiality and security obligations of this Agreement until deleted.

5.6 Termination Assistance Services: Upon termination or expiration of this Agreement, the Provider agrees to provide reasonable "Termination Assistance Services" for a period of up to sixty (60) days (the "Termination Assistance Period") to support the orderly transition of the Customer's data and use of services. At no additional charge, Termination Assistance Services shall include a one-time export of Customer Data in a common machine-readable format (such as CSV or Excel) and the first eight (8) hours of transition assistance. Any additional or custom transition Assistance Services shall be provided, upon the Parties' agreement on scope, at a rate of $125 per hour for transition and activation services, with a minimum charge of two (2) hours.

5.7 Survival: Sections and provisions related to Definitions, Fees and Payment (as to amounts accrued), Confidentiality, Data Security and Data Protection, Indemnification, Intellectual Property Rights, Limitation of Liability, Governing Law and Dispute Resolution, and any provision that by its nature should survive, shall survive the termination or expiration of this Agreement.

5.8 Early Termination Fee: If the Customer terminates this Agreement (or ceases use of the Software) prior to the end of the then-current Term for any reason other than the Service Provider's uncured material breach, or if the Service Provider terminates this Agreement for the Customer's uncured material breach, the Customer shall pay the Early Termination Fee, if any, set forth in the applicable Order Form. Any Early Termination Fee represents a reasonable pre-estimate of the Service Provider's losses from early termination and is not a penalty. The specific fee tiers, percentages, and method of calculation are set out in the Order Form. This Section does not apply to non-renewal in accordance with Section 5.1.

6. Service Levels

Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the detailed Service Level Agreement described in Exhibit A.

7. Fees and Payment

7.1 Fees: The Customer agrees to pay all fees as outlined in the Order. Fees are determined by the Subscription Plan selected, any additional services requested by the Customer, and any credits applied specifically to the Customer.

7.2 Billing and Payment Terms: Service Provider will invoice Customer for all applicable fees (including taxes, if any) in advance of the Term, based on the selected billing frequency—quarterly or annually. Each invoice will include: (a) the Customer's purchase order number (if provided) and an invoice number; (b) a description of the Services; (c) the applicable fees; (d) applicable taxes; (e) any credits being applied; and (f) the total amount due.

Invoices will be delivered electronically via email or hyperlink; hard copy invoices will not be issued.

All Customer fee payments shall be made by electronic funds transfer using the method specified in the Order Form, including Pre-Authorized Debit (PAD), ACH, wire transfer, direct bank transfer, or other mutually agreed electronic payment method, from the designated bank account and based on the selected billing cycle. Physical cheques are not the preferred payment method; however, if the Customer is only able to issue payment by physical cheque, the Service Provider will accept payment by physical cheque on a case-by-case basis, provided that the cheque is received and cleared by the applicable invoice due date. Any delay, returned cheque, or failure of the cheque to clear shall be treated as a failed or late payment under this Agreement. By entering into this Agreement and completing the payment authorization in the Order Form, the Customer authorizes the Service Provider and its payment processor to initiate recurring debit or transfer entries, and where necessary, correcting entries, against the designated account for all amounts due under this Agreement, including recurring subscription fees, setup and implementation fees, approved additional services and add-ons, applicable taxes, and any late fees or returned-payment charges. This authorization remains in effect until the Customer revokes it on at least ten (10) business days' prior written notice to the Service Provider; revocation does not relieve the Customer of its obligation to pay amounts due. If a payment is returned or fails for any reason, including insufficient funds, a closed account, or a revoked authorization, the Service Provider may re-initiate it, charge a returned-payment fee as permitted by applicable law, and/or invoice the Customer

for immediate payment, and the suspension and late-payment provisions of this Section apply. The Service Provider uses a commercially reasonable, PCI-DSS-compliant payment processor and does not store full bank-account or card numbers on its own systems. Resident-facing payments, where enabled, are processed through a third-party payment processor and are subject to that processor's terms.

The subscription fees will be billed in advance starting on the Effective Date and will automatically renew on a rolling basis unless otherwise agreed in writing. All undisputed invoices must be paid within thirty (30) days of receipt. Payment of the Setup Fee and the initial Subscription Fee is required prior to system activation and launch.

7.3 Late Payments: Any amounts not paid by the due date indicated on the invoice will be subject to a late payment fee of 1.5% per month (equivalent to 18% annually), or the maximum amount permitted by applicable law, whichever is lower. Interest will accrue until payment is received. If payment is not received within thirty (30) days of the invoice due date, the Provider may suspend access to the platform or withhold services in accordance with Section 5.2. The Customer agrees that any reasonable costs incurred by the Provider in the collection of overdue undisputed amounts, including third-party collection agency fees and reasonable attorneys' fees, shall be added to the amounts owed.

7.4 Auditable Records: Service Provider shall maintain accurate records of all fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of not less than three (3) years. For such a period, upon Customer's written request, Service Provider shall provide Customer with a copy of any annual audit reports prepared by auditors of Service Provider, if so prepared. This Section shall survive the termination of this Agreement.

7.5 Payment Disputes: In the event of a good faith dispute regarding any portion of an invoice, the Customer may withhold payment of the disputed amount, provided that the Customer notifies the Service Provider in writing of the dispute and the reasons for it within fifteen (15) days of the invoice date. The Parties agree to work together in good faith to resolve any such disputes promptly. The Customer shall remain obligated to pay all undisputed portions of the invoice in accordance with the payment terms set forth in this Agreement.

7.6 Additional Services Not Included in the Standard Subscription Plan: The Customer may request additional development services from the Service Provider. The following services are not included in the base subscription and may be available as add-ons or subject to a separate order or agreement:

- New feature requests or platform customizations
- Third-party systems or hardware costs (e.g., thermal printers), including related integrations
- Custom workflows or modifications beyond the standard platform functionality
- Extended support hours beyond standard service levels
- White labeling or branded resident experiences

Such requests will be subject to a separate order or statement of work mutually agreed upon in writing. Net-new development work and customizations will be billed at $150 per hour, and transition or activation-extension services will be billed at $125 per hour (consistent with Section 5.6), with final pricing based on estimated hours provided in advance for Customer approval.

7.7 Taxes: The Services provided under this Agreement qualify as Software as a Service (SaaS). Fees are exclusive of, and the Customer is responsible for, all applicable sales, use, value-added, goods and services, harmonized, provincial, state, local, gross-receipts, and similar taxes and surcharges arising from the Services, excluding taxes based on the Service Provider's net income. The Service Provider may pass through and itemize such taxes on its invoices. The Customer is responsible for all applicable taxes as invoiced unless it timely provides a valid exemption or resale certificate acceptable to the Service Provider and the relevant authority, in which case the Service Provider will not charge the exempted tax on a prospective basis. Any jurisdiction-specific tax treatment agreed with a particular Customer is set out in the applicable Order Form or Client Rider. CCC Inc. reserves the right to adjust tax charges in response to changes in tax laws or rates.

Taxes applicable to any additional development work will be invoiced separately in accordance with Section 7.6.

7.8 Payment Transactions: Where payment functionality is enabled, transactions through the Software may be subject to payment processing fees associated with the selected payment method and a LIV platform service fee for the operation, maintenance, and support of transaction features. The applicable Order will specify the amount or method of calculation of each fee and whether it is payable by the Customer or by Users. Where the Order provides for a fee to be paid by Users, the Customer authorizes Service Provider to configure and collect that fee, subject to applicable law and the rules of the relevant payment processor and payment card networks. Service Provider will disclose any fee payable by a User and the total amount payable before the User confirms the transaction.

8. Data Security and Data Protection

8.1 Data Ownership: The Customer retains full rights, title, and interest in and to the Data. The Service Provider shall only use the Data as necessary to deliver the Service and as permitted by any applicable data processing addendum, and shall not access, use, or disclose it for any other purpose.

8.2 Data Security and Privacy: The Service Provider commits to implementing and maintaining appropriate administrative, technical, and physical safeguards to protect the Data from unauthorized access, disclosure, alteration, or destruction. The Service Provider shall comply with all applicable privacy and data protection laws in the Customer's jurisdiction, including, without limitation, the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy laws in Canada, and applicable U.S. federal and state privacy and data-protection laws. Where required by applicable law, the parties will enter into a data processing addendum addressing controller/processor roles, security, sub-processor disclosure, and breach notification. A summary of the Service Provider's security practices, including encryption protocols, access controls, and monitoring systems, will be made available upon request.

The Service Provider will notify the Customer of any confirmed Data breach involving Customer Data without undue delay and in any event within 72 hours of confirmation, and will reasonably cooperate with the Customer so the Customer can satisfy its own notification obligations under applicable law.

8.3 Customer Data Backup and Recovery: As a part of the Services, Service Provider is responsible for performing a regular backup of Customer Data to ensure its availability and integrity, for an orderly and

timely recovery of such data in the event that the Services may be interrupted. The Provider will maintain regular backups of Customer data and has established disaster recovery processes designed to restore data and service availability in the event of an outage or data loss. However, the Customer acknowledges that absolute data recovery cannot be guaranteed and is responsible for maintaining independent backups of critical data where appropriate. Unless otherwise described in the Order, Service Provider shall maintain a backup of Customer Data consistent with a Recovery Point Objective (RPO) of twenty-four (24) hours and a Recovery Time Objective (RTO) of four (4) hours, as further described in Exhibit A. Additionally, Service Provider shall: (i) store a backup of Customer Data in an off-site data center facility no less than daily, maintaining the security of Customer Data … and (ii) within thirty (30) days of the end of each calendar year, provide to Customer upon receipt of the Customer's request, a backup of the Customer Data as of the last day of the year. This annual archival copy is provided at no additional charge. The no-charge data export on termination is governed by Section 5.6.

8.4 Audit Rights: Customer shall have the right to review Service Provider's Security Practices prior to the commencement of Services and from time to time during the term of this Agreement. The Customer may, upon reasonable prior notice and during normal business hours (no more than once per twelve-month period, absent a confirmed security incident or regulatory requirement), audit the Service Provider's compliance with its obligations related to security, privacy, and data protection under this Agreement. Such audits shall not unreasonably interfere with the Service Provider's business operations and shall be subject to confidentiality obligations. In lieu of an on-site audit, the Service Provider may satisfy this obligation by providing its then-current third-party audit reports or certifications where available.

8.5 Sub-processors: The Service Provider may engage third-party sub-processors and integration partners (for example, cloud-hosting, payment-processing, and communications providers) to process Customer Data in connection with the Services. The Service Provider remains responsible for its sub-processors' performance of the obligations in this Section, will impose data-protection obligations on them no less protective than those in this Agreement, and will make available a current list of sub-processors together with a reasonable means for the Customer to be notified of material changes.

9. Confidentiality

9.1 Definition: "Confidential Information" means any non-public, proprietary, or sensitive information, whether oral, written, or electronic, disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") that is identified as confidential or would reasonably be understood as such under the circumstances.

9.2 Obligations of Confidentiality: The Receiving Party shall (a) use the Confidential Information solely to fulfill its obligations or exercise rights under this Agreement; (b) protect the Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care; (c) disclose Confidential Information only to its employees, contractors, or advisors with a legitimate need to know, provided they are subject to confidentiality obligations no less protective than those in this Agreement; (d) not modify or copy Confidential

Information beyond what is necessary to fulfill obligations under this Agreement; and (e) upon request or upon termination or expiration of this Agreement, return or securely destroy all Confidential Information and certify such destruction, unless retention is required by law or for backup/archive purposes, in which case the obligations herein will continue to apply.

9.3 Notification and Mitigation: Each Party agrees to notify the other promptly upon becoming aware of any unauthorized access, use, or disclosure of Confidential Information, and will take all reasonable measures to mitigate harm, investigate the breach, and cooperate in any legal or equitable action deemed necessary by the Disclosing Party.

9.4 Remedies: The Receiving Party acknowledges that any breach of this Section may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party may seek injunctive or equitable relief in the event of any such breach, in addition to any other remedies available at law or in equity.

9.5 Exclusions: Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party prior to disclosure; (c) is independently developed without reference to the Disclosing Party's Confidential Information; or (d) is disclosed pursuant to a valid legal requirement, provided the Receiving Party gives prompt notice (where legally permitted) and cooperates in any effort to limit the disclosure.

These confidentiality obligations shall survive for a period of three (3) years following the termination or expiration of this Agreement; provided that confidential information that constitutes personal information or a trade secret shall remain protected for as long as it remains personal information or a trade secret under applicable law.

10. Intellectual Property Rights

10.1 Service Provider Intellectual Property: The Service Provider retains all right, title, and interest in and to the Software and all related intellectual property rights, including but not limited to any patents, designs, trademarks, copyrights, trade secrets, processes, methods, tools, and techniques used in delivering the Services ("Pre-Existing Materials"). This includes any enhancements, customizations, or derivative works developed by the Service Provider, regardless of whether they were created in collaboration with or at the request of the Customer; provided that this Section does not assign or grant the Service Provider any rights in "Customer Data" or "Customer Content".

10.2 Customer Data: All data, content, or materials provided by the Customer or collected through use of the Services ("Customer Data") remains the sole and exclusive property of the Customer. The Customer grants the Service Provider a limited, non-exclusive, royalty-free license to use, store, transmit, display, and process such data solely for the purpose of delivering the Services as outlined in this Agreement and the Data Processing Addendum.

10.3 Feedback: Any feedback, ideas, or suggestions submitted by the Customer may be used by the Service Provider to improve or enhance its products and services. Such feedback shall be deemed non-confidential, and the Customer grants the Service Provider a perpetual, royalty-free, worldwide

license to use it without restriction; provided that feedback shall not include, and this license does not extend to, any Customer Data or Customer Confidential Information

10.4 No Implied License: Except as expressly stated in this Agreement, nothing herein shall be construed as granting either Party any license or ownership rights in the other Party's intellectual property, confidential information, or data. The provisions of this Section shall survive the termination or expiration of this Agreement.

11. Representations and Warranties

11.1 Mutual Representations and Warranties: Each Party represents and warrants that: (a) it is duly incorporated or organized, validly existing, and in good standing under the laws of its jurisdiction; (b) it has the legal power and authority to enter into and perform this Agreement; (c) the execution and performance of this Agreement have been duly authorized and will not conflict with any other agreement or obligation; (d) it will comply with all applicable laws, regulations, and required permits; and (e) there is no pending or threatened legal action that would materially impact its ability to perform under this Agreement.

11.2 Customer Authority and Data Rights. The Customer further represents and warrants that: (a) it has full authority to enter into this Agreement and each Order, and, where signed by a property manager or managing agent on behalf of an association or owner, that such manager or agent is authorized to bind the named Customer under its governing documents and applicable law; (b) it has the right and all necessary consents and authority to provide to the Service Provider, and to have the Service Provider process, the resident, owner, tenant, unit, building, vendor, staff, concierge, board, and other data and Customer Content it submits or configures; and (c) it has the authority to configure and enforce, and is solely responsible for, its "bylaws", amenity and booking rules, refund and cancellation windows, deposit and violation/fine charges, parking rules, announcements and communications, advertising programs, and access permissions. The Customer will indemnify the Service Provider in accordance with Section 12 for breaches of this Section 11.2.

11.3 Provider Warranties: The Provider further represents and warrants that: (a) it possesses the experience and expertise to perform the Services in a professional and timely manner; (b) the Services will materially conform to the functionality described in applicable documentation or attachments; (c) reasonable efforts will be made to avoid introducing viruses or malware into the Customer's systems during service delivery; (d) the Services will not knowingly infringe any intellectual property or proprietary rights of third parties; and (e) it will implement and maintain appropriate technical and organizational safeguards to protect any Personal or Confidential Information handled in connection with this Agreement and will comply with applicable privacy laws.

11.4 Disclaimer. Except as expressly set forth in this Agreement, the Software and Services are provided "as is," and the Service Provider disclaims all other warranties, whether express, implied, or statutory,

including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and does not warrant that the Software will be uninterrupted or error-free. The Service Provider does not warrant any results obtained through advertising or marketing features, which are informational only.

12. Indemnification

12.1 Provider Indemnity: The Service Provider will defend the Customer and its officers, directors, board/council members, and employees against any third-party claim, and will indemnify them against resulting damages, liabilities, and reasonable costs (including reasonable attorneys' fees) finally awarded or agreed in settlement, to the extent the claim arises from: (a) an allegation that the Software, as provided by the Service Provider and used in accordance with this Agreement, infringes a third party's U.S. patent, copyright, trademark, or trade secret; (b) the Service Provider's breach of its confidentiality, data-security, or data-protection obligations under this Agreement or the Data Processing Addendum; or (c) the Service Provider's gross negligence, willful misconduct, or fraud. If the Software is or may become the subject of an infringement claim, the Service Provider may, at its option and expense, procure the right for the Customer to continue using it, modify or replace it to make it non-infringing, or, if neither is commercially reasonable, terminate the affected Services and refund prepaid, unused fees. The Service Provider has no obligation for claims arising from Customer Data, Customer Content, the Customer's configurations or rules, use of the Software in violation of this Agreement, or combination of the Software with items not provided by the Service Provider.

12.2 Customer Indemnity: The Customer will defend the Service Provider and its officers, directors, and employees against any third-party claim, and will indemnify them against resulting damages, liabilities, and reasonable costs (including reasonable attorneys' fees) finally awarded or agreed in settlement, to the extent the claim arises from: (a) Customer Data or Customer Content; (b) the Customer's building, amenity, booking, refund, cancellation, deposit, parking, fine/violation, or other rules, policies, or enforcement decisions; (c) communications, notices, or advertisements sent through or configured in the Software by or on behalf of the Customer, including the Customer's contact lists; (d) the Customer's provision of unauthorized, unlawful, or non-consented resident or contact data; (e) the Customer's violation of applicable law or of its governing documents, bylaws, declarations, or house rules; (f) disputes between or among residents, tenants, owners, boards or councils, property managers, vendors, advertisers, or staff; or (g) the Customer's breach of Section 11.2; except, in each case, to the extent the claim is caused by the Service Provider's breach of this Agreement, gross negligence, or willful misconduct.

12.3 Indemnification Procedures: The indemnified Party shall promptly notify the indemnifying Party in writing of any claim (provided that a delay in notice reduces the indemnifying Party's obligations only to the extent it is prejudiced) and cooperate reasonably in the defense and settlement of the claim (at the indemnifying Party's expense). The indemnifying Party shall control the defense and settlement of the claim, provided that any settlement involving admission of fault by, or non-monetary obligations on, the indemnified Party shall require the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

13. Limitation of Liability

13.1 No Indirect Damages: Except in cases of gross negligence or willful misconduct, or a Party's indemnification obligations under Section 12, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages (including, without limitation, loss of revenue, profits, data, or business opportunity), even if advised of the possibility of such damages.

13.2 Cap on Liability: Except for: the Excluded Claims defined below, each Party's total aggregate liability arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid or payable by the Customer under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

13.3 Super-Cap for Certain Claims: For claims arising from a Party's breach of its confidentiality, data-security, or data-protection obligations (including any applicable data processing addendum) or from the Service Provider's indemnification obligation in Section 12.1, each Party's aggregate liability shall not exceed two (2) times the total fees paid or payable by the Customer in the twelve (12) months preceding the claim, in lieu of (and not in addition to) the cap in Section 13.2.

13.4 Excluded Claims: The limitations in Sections 13.1–13.3 do not apply to: (a) a Party's gross negligence, willful misconduct, or fraud; (b) the Customer's payment obligations; (c) either Party's indemnification obligations for third-party claims; (d) infringement or misappropriation of the other Party's intellectual property; or (e) a Party's misuse of the platform or breach of the license scope. Nothing in this Agreement limits liability that cannot be limited under applicable law.

This Section shall survive the termination of this Agreement.

14. General

14.1 Relationship of the Parties: The Service Provider is an independent contractor and not an agent, employee, partner, or joint venture of the Customer. Neither party has authority to bind the other or assume obligations on its behalf. Nothing herein shall create an employer-employee relationship, and the Customer shall not be responsible for any payroll, tax, insurance, or benefit obligations related to the Service Provider.

14.2 Governing Law and Venue: This Agreement is governed by, and construed in accordance with, the laws of the jurisdiction in which the Customer's primary place of business is located, excluding its conflict-of-laws rules. Subject to Section 14.3, the parties submit to the courts of that jurisdiction for any matter not subject to arbitration. Any jurisdiction-specific governing-law election agreed with a particular Customer is set out in the applicable Order Form or Client Rider.

14.3 Dispute Resolution: The parties agree to attempt to resolve disputes amicably through negotiation. If unresolved, disputes shall be submitted to binding arbitration administered, for Canadian Customers, by the ADR Institute of Canada under its Arbitration Rules and, for U.S. Customers, by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be seated in the jurisdiction of the Customer's primary place of business or another mutually agreed neutral location and may be conducted by videoconference or on the documents where practicable, and shall be

confidential. Nothing in this Section prevents either Party from seeking emergency or temporary injunctive relief from a court of competent jurisdiction to protect its confidential information or intellectual property pending arbitration, or from bringing an individual claim in a court of small-claims jurisdiction. This Section does not waive any non-waivable right of an individual Authorized User under applicable consumer-protection law.

14.4 Compliance with Laws and Policies: Each party shall comply with all applicable laws and regulations. The Service Provider shall also comply with Customer policies and procedures communicated in writing or accessible to the Service Provider, to the extent such policies are consistent with this Agreement and do not materially expand the Service Provider's obligations.

14.5 Cooperation: Both parties agree to cooperate reasonably and promptly in performing their obligations, including providing necessary approvals, information, and assistance.

14.6 Force Majeure: Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, internet or telecommunications failures, and failures of third-party providers such as cloud-hosting, payment-processing, SMS, email, or app-store providers, or government regulations or restrictions. The affected party shall notify the other promptly and use reasonable efforts to resume performance. This Section does not excuse the Customer's payment obligations for Services already provided.

14.7 Notices: All notices under this Agreement shall be in writing and delivered to the addresses provided, or to such other addresses as either Party may specify in writing. Notices may be delivered by hand, certified mail, courier, or email with confirmation of receipt, and notices are effective upon receipt.

14.8 Assignment: Neither party may assign or transfer this Agreement without the other party's prior written consent, except in connection with a merger, acquisition, or sale of all or substantially all of its assets, with notice to the other Party.

14.9 Severability: If any provision of this Agreement is found invalid or unenforceable, the remainder shall continue in full force and effect.

14.10 Waiver: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provisions.

14.11 Entire Agreement and Amendments: This Agreement (including all Exhibits, any applicable Client Rider, and any data processing addendum entered into by the parties) constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior discussions, negotiations, proposals, or agreements, whether written or oral. No amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

14.12 Order of Precedence: In the event of conflict, the following order of precedence applies: (1) the applicable Order Form; (2) any Client Rider executed with that Order Form; (3) this Agreement; and (4) the Exhibits; provided that any data processing addendum entered into by the parties controls over the other documents solely with respect to the processing of personal data.

Software as a Service (SaaS) Agreement

15. Marketing Subject to this Section, and only where the Customer has approved such use in the Order Form or otherwise in writing, the Customer grants the Service Provider a non-exclusive, worldwide, royalty-free, revocable license to use the Customer's name and logo to identify the Customer as a customer on the Service Provider's website and customer lists.

Any other marketing or promotional use — including case studies, press releases, testimonials, quotations, revenue or ROI claims, building or property images, or use of images or statements relating to the Customer's residents, owners, board or council members, property managers, or staff — requires the Customer's prior written approval on a per-use basis. The Customer's name, logo, and any other materials approved by the Customer for use under this Section are collectively referred to as "Customer Materials."

The Service Provider will not imply that any resident, owner, board or council member, property manager, or staff member endorses the Service Provider. The Service Provider will follow any brand guidelines provided by the Customer and will cease future use of the Customer Materials within thirty (30) days after the Customer's written request to revoke such approval.

The Customer represents and warrants that it has all necessary rights and authority to grant the licenses and approvals described in this Section, and that the Service Provider's use of the Customer Materials in accordance with the Customer's approval will not infringe the rights of any third party. The Customer shall indemnify and hold harmless the Service Provider from any claims arising out of a breach of this warranty.

This marketing license shall survive the termination or expiration of this Agreement for a period of up to twelve (12) months necessary to conclude any ongoing marketing or promotional activities initiated during the term of the Agreement, subject to the Customer's revocation right above.

16. Advertising and Marketing Communications: Where the Customer enables advertising, retailer-campaign, or email/SMS marketing modules, the Customer is responsible for obtaining and maintaining all consents required by applicable law for messages it (or the Service Provider on its behalf) sends to Authorized Users, and for compliance with applicable anti-spam, telemarketing, and electronic-communications laws. The Service Provider may refuse, suspend, or remove any campaign or message it reasonably believes is non-compliant.

17. Accessibility: The Service Provider will use commercially reasonable efforts to conform the Software's core resident-facing interfaces to WCAG 2.1 Level AA or a substantially equivalent standard. The Customer is responsible for the accessibility of Customer Content it uploads (including PDFs, images, notices, announcements, and attachments) and for providing critical notices through an alternative channel where an Authorized User cannot access them through the Software. Accessibility support requests may be directed to support@livwith.com

Software as a Service (SaaS) Agreement

Exhibits

The following Exhibits are incorporated by reference and form an integral part of this Agreement. The Customer acknowledges receipt and review of each Exhibit, which are accessible on the Master Terms and Conditions page of our website: www.livwith.com/terms-conditions.

- Exhibit A: Software Service Level Agreement
- Exhibit B: Support and Hosting Services
- Exhibit C: Training and Implementation Services
- Exhibit D: Resident Terms of Use / End-User License Agreement
- Exhibit E: Data Processing Addendum