

ATTACHMENT A

SAAS SUBSCRIPTION AGREEMENT

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Business Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 13 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "**Effective Date**" means the date of the last party's signature on the parties' Agreement.

h. "**Fees**" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "**Information Security Program**" means Yardi's technological, physical, administrative and procedural safeguards, including without limitation, policies, procedures, guidelines, practices, standards or controls that are reasonably designed to protect against unauthorized third party access to Client Data or Client Data transmissions.

j. "**Initiation Date**" means the first day of the month following the date that is 2 weeks from the Effective Date.

k. "**Licensed Programs**" means the software program(s) identified in Schedule A (Fee Schedule).

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique user name and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Use**" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

p. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

q. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11

(Damage Limitations), 14 (Assignment) and 16 (General Provisions) shall survive the termination or expiration of the parties' Agreement.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with Schedule A (Fee Schedule).

b. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this

Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B.

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. Priority.

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. Standard Term. Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. Obsolescence. Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. Client Data Storage. Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. Limited Liability for Unauthorized Client Data Access. Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions; and (iii) maintain a commercially reasonable Information Security Program which is not materially less rigorous than Yardi's currently implemented practices described by Yardi's current Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit report. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions, or (C) it maintains a commercially reasonable Information Security Program. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

c. Notification of Unauthorized Third Party Access to Client Data.

Yardi shall notify Client of any unauthorized third party access to Client Data or other security breach as soon as practicable after Yardi becomes aware of it. Immediately following Yardi's notification to Client of a security breach, the parties shall coordinate with each other to investigate the security breach. Yardi agrees to cooperate with Client including, without limitation: (A) assisting with any investigation; (B) providing Client with physical access to the facilities and operations affected; (C) facilitating interviews with Yardi's employees and others involved in the matter; and (D) making available relevant records, logs, files, data reporting and other Yardi materials reasonably required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Client. Each party shall take steps reasonably designed to immediately remedy any security breach and prevent any further security breach at such party's expense and in accordance with privacy rights, laws, regulations and standards directly applicable to such party.

9. Confidentiality.

a. Confidential Information Definition. "Confidential Information"

means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) SSAE16 audit reports and PCI DSS attestations of compliance and any information related to SSAE16 audit reports and/or PCI DSS attestations of compliance; and (ix) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. Nondisclosure and Nonuse Obligations.

Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed to be bound by confidentiality obligation that are substantially similar to terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of

any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. Exclusions from Nondisclosure and Nonuse Obligations. The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement in a court or other proceeding shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided; however, the Receiving Party shall provide sufficient prior written notice (viewed in light of the circumstances) of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. Ownership and Return of Confidential Information. The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. Third Party Information Disclosure. The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. Limited Software Warranty. Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. Remedy for Limited Software Warranty Breach. If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES

WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. Internet Performance Disclaimer. Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. Liability Limit. IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED TWO TIMES THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE LIABILITY LIMIT IN THIS SECTION 11(b) SHALL NOT APPLY TO YARDI'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION, CLAIMS OF PERSONAL INJURY OR DEATH, OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Ownership.

a. Yardi's Ownership. Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. Client's Ownership. Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. Programming Services.

a. Programming Services. Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services").

b. Programming Services Terms. The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for

meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

14. Assignment.

a. **Assignment Limitation.** Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold.

15. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

b. **Subcontractors.** Yardi shall not delegate or subcontract, in whole or in part, its obligations under this Agreement without the prior written consent of Client which shall not be unreasonably withheld; provided, however, that the independent service providers from which Yardi leases space to locate the servers and equipment needed to provide the Yardi Cloud, as described in section 15(a) (Server Location), are not subcontractors for purposes of this section 15(b) (Subcontractors).

16. General Provisions.

a. Injunctive Relief.

(i) **Yardi Injunctive Relief.** The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 14 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 14 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) **Client Injunctive Relief.** The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

b. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

c. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

d. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

[Signature Page Follows]

ARLINGTON COUNTY REAL ESTATE BUREAU ("Client")

By: _____

Print Name: _____

Title: _____

Date: _____

YARDI SYSTEMS, INC. ("Yardi")

By: _____

Print Name: _____

Title: _____

Date: _____

Rev. 040116

SCHEDULE A

Fee Schedule

Yardi Pin #: 100056685

Yardi Order #: 60364

Voyager SaaS Select Annual Fees						
License	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Total Price
Voyager SaaS Select Property Management	DU	5	\$3,000.00	(\$687.50)	\$2,312.50	\$11,562.50
ETL InterfaceConnect	each	1	\$25,000.00	(\$15,000.00)	\$10,000.00	\$10,000.00
Total Annual Fee						\$21,562.50

One-Time Fees				
Service	UOM	Count	\$/UOM	Total Price
Professional Services Group (PSG) Fees	estimate	1	\$38,864.00	billed in arrears

Total Fees Due	
Annual Fee	\$21,562.50
Sales Tax	as applicable
Total Due	\$21,562.50

Additional Terms

PAYMENT TERMS (excluding applicable taxes): 100% payable upon execution of the parties' Agreement.

PSG Retainer: A retainer of **25%** of the estimated fees identified in the PSG Scope schedule shall be applied toward Client's final payment for the services identified in the PSG Scope schedule. Yardi shall otherwise invoice Client for services identified in the PSG Scope schedule, and any reasonable expenses incurred in providing the services, monthly in arrears, and Client shall pay such invoices within 30 days of the invoice date.

Additional terms are set forth in Schedules B (Yardi SaaS Subscription Services and Governance Schedule), C (Additional Terms), D (PSG Scope), and E (Required Client Contract Clauses) to this Agreement.

Client's total Annual Fee is subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average for the preceding year.

SCHEDULE B

Yardi SaaS Subscription Services and Governance Schedule

Server Management

Yardi will provide server management for Yardi Cloud servers running the Licensed Programs per the following guidelines:

1. All Yardi Cloud servers are virtualized;
2. Yardi will allocate to Client the resources required to maintain and deliver the Licensed Programs in accord with the terms of paragraphs 2 (Data and File Management) and 4 (Licensed Programs Support and Governance of Use) below;
3. All production servers are configured for high availability with redundancy within the Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Yardi will provide the following managed services as they relate to the Yardi Cloud:
 - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
 - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
 - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
 - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
 - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
6. Yardi reserves the right to upgrade the Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Yardi Cloud secure and technically industry standard.

Data and File Management

Yardi will provide data and file management services per the following guidelines.

1. Yardi will provide Client one live and one test database for the Licensed Programs.
2. Yardi will provide up to 1TB of Combined Storage (defined below) at no additional charge. Client may purchase additional Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "**Combined Storage**" means:
 - a. Client Data file storage on file servers; and
 - b. Client Data storage held within database servers and utilized by the Licensed Programs.
3. Production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the database backups at any time; and
4. Production data will be replicated in near-real-time both locally within the production data center, as well as to a separate, off-site disaster recovery location.

Client Access

Yardi will allow Client access to the Yardi Cloud via the following methods.

1. Via Internet URL to access and operate the Licensed Programs.
2. Via remote access the following, depending on operating requirements:
 - a. The Licensed Programs' reports path for management of the Licensed Programs support files;
 - b. A database-level query tool;
 - c. Client-server-based system administration tools provided by Yardi.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Licensed Programs per the following guidelines.

1. Implementation, consulting and support of the Licensed Programs and the Licensed Programs' deployed components, where applicable;
2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Licensed Programs which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Licensed Programs; provided, however, that Yardi reserves the right to cease application support services for versions of the Licensed Programs more than 2 years older than the latest version of the Licensed Programs generally released to Yardi's clients.

Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Licensed Programs, Licensed Programs updates/upgrades, Remote Administrative DUs (defined below), and one application support hour per \$1,000.00 of Client's annual Fees. Client's annual Fees also include 25 additional application support hours for the first year (i.e., until Client's first Anniversary Date) only. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Licensed Programs to materially perform as specified in the Licensed Programs Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi - will be debited against Client's application support service allotment. Notwithstanding the multi-year term, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours. "**Remote Administrative DU**" means a DU utilizing remote access software and systems to access the Yardi Cloud, Licensed Programs, and/or Client Data for system administrative purposes on behalf of Client. Yardi shall provide to Client a reasonable number of Remote Administrative DUs upon request.

SCHEDULE C

Additional Terms

Additional terms for products/modules licensed in Schedule A (Fee Schedule):

1. **Property Management includes:** GL/AP, Maintenance/Work Orders
2. **Walk-In Rent Collection/Rent Payment Services (WIPS™) terms:**
 - a. Client acknowledges and agrees to pay all fees and other charges, including any statement, service, chargeback, application, rejection, return, reversal, refund, debit or other fee imposed by a processing institution, correspondent bank, merchant bank or other institution in connection with the authorization, processing and settlement of Client's Transactions.
 - b. Client acknowledges and agrees that it must do one of the following: (i) utilize a banking institution that is supported by Yardi; (ii) secure the agreement of Client's banking institution to work with Yardi in interfacing WIPS with Client's banking institution (in which case reasonable time will be necessary to complete the interface in light of the interface requirements); or (iii) sign-up for, and utilize, ProfitStars' banking institution processing services.
 - c. Client acknowledges and understands that CheckFreePay is a third party vendor and licensed money transmitter and is solely responsible for its network of agents (the "Agents"). Client further acknowledges and understands that among various other unrelated business transactions: (i) Agents accept cash-only rent payments from WIPS tenants in exchange for a nominal convenience fee (for purposes of this Agreement, each cash payment remitted by a tenant through WIPS, less the Agent's convenience fee, is referred to as a "Payment"); and (ii) Yardi does not collect rent directly from any tenant through WIPS and has no control over the Agents or CheckFreePay's Agent network.
 - d. Client acknowledges and understands that the tenant, not the Agent, determines how much rent to pay using WIPS. Because the Agent will accept whatever cash sum the tenant desires to pay and will charge a convenience fee each time a payment is made, the Payment(s) made by a tenant to the Agent may be less than, equal to, or greater than the total rent due. Accordingly, Client acknowledges and understands that the rent payment subsequently reflected in Voyager and ultimately credited to Client's account may be an under- or over-payment of the tenant's rent. Except to the extent such under- or over-payment is caused solely by Yardi's negligence or willful misconduct, Client expressly acknowledges and agrees that the payment of rent is a matter between Client and tenant and Client agrees to defend, indemnify and hold Yardi harmless from and against any third party (including tenant) claims relating to or arising out of the use of WIPS.
 - e. Typically, Voyager will reflect each Payment within 1 business day and each Payment will be credited to Client's designated account within 3 business days. Because delays may arise from time to time, these are targets and not guarantees; however, so long as Client has provided all necessary and correct Payment Processing information to enable Yardi to properly facilitate the routing of Payments from the Agent to the Client, Yardi has the appropriate guarantees from CheckFreePay that CheckFreePay will promptly and accurately deliver to Client all Payments made using WIPS.
 - f. Client expressly acknowledges and agrees to the following Office of Foreign Asset Control (OFAC) obligations:
 - (1) Client shall not use WIPS, or allow WIPS to be used, for any purpose other than the payment of rent and related charges by tenants who physically occupy the dwelling for which the rent payment or related charges apply.
 - (2) Client shall at all times comply with all OFAC requirements and fulfill all OFAC responsibilities that apply to Client concerning the administration and enforcement of economic and trade sanctions against targeted foreign states, organizations, and individuals, including providing any information to Yardi that is reasonably necessary for Yardi to fulfill its obligations under OFAC, if any.
 - (3) If at any time Client discovers or reasonably believes a tenant, employee or organization on the Specially Designated Nationals and Blocked Persons List, published from time to time by OFAC (the "OFAC List"), is using WIPS for any reason, Client shall immediately notify Yardi and cooperate fully with any subsequent investigation or request for information that may be required in connection with complying with OFAC requirements and all other applicable laws and regulations.
 - (4) Except to the extent an OFAC violation arises solely as a result of Yardi's gross negligence or willful misconduct, Client agrees to defend, indemnify and hold Yardi and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, penalties and other liabilities relating to or arising out of any acts or omissions by Client and its parent, subsidiaries, directors, officers, agents, representatives, tenants or employees that give rise to an OFAC violation.

Terms Applicable If Client Uses Yardi's Master Merchant Account with WIPS Transactions. If Client utilizes Yardi's Master Merchant Account with ProfitStars for WIPS Transactions, Client acknowledges and agrees that: (i) Client may only process tenant rent payment WIPS Transactions through Yardi's Master Merchant Account with ProfitStars; and (ii) Client agrees that Yardi may satisfy reimbursement for any fees and other charges, including any statement, service, chargeback, application, rejection, return, reversal, refund, debit or other fee imposed by a processing institution, correspondent bank, merchant bank or other institution in connection with the authorization, processing and settlement of Client's WIPS Transactions from subsequent deposits to the corresponding bank account.

Concession Details:

1. All annual concessions set forth in Schedule A (Fee Schedule) are contingent upon Client maintaining the license count set forth in Schedule A (Fee Schedule). If Client reduces the initial license count by more than 10%, the concession shall be reduced in correlation to the license reduction. For example, if Client reduces the initial license count by 50%, the annual concessions set forth in Schedule A (Fee Schedule) shall be reduced by 50%.

Other Terms:

1. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.

2. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system and is to be used only for the purpose of onboarding property data into the Client's database as well as for use with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems.

SCHEDULE D

PSG Scope

Attached Separately Paginated.