

CLIENT SERVICE AGREEMENT

The Client Services Agreement and the other documents incorporated herein by reference (the “Agreement”) by and between Aptexx, Inc. and the Client identified in the first page of the enrollment application (the “Enrollment Application”) govern the provision and use of the Aptexx User Platform (the “User Platform”) and the “Services” (as defined below).

1. Purchase and Use of the Services.

A. Purchase of the Services. Client hereby purchases the services specified in the Client Services Schedule attached as Schedule A to the Agreement (the “Services”) for use by Client and its tenants and/or other customers that register to use the Services (each, a “user” and collectively, “users”) for the rental properties (“properties”) and/or other scope of use specified in the enrollment information provided by Client in the Enrollment Application or elsewhere in the Agreement. Client and its users shall access the Services via the User Platform located at the address specified in Schedule A to the Agreement as integrated with one or more third party service providers (each, a “Third Party Service Provider”) subject to the terms and conditions set forth herein and elsewhere in the Agreement, including any applicable terms and conditions set forth in any agreement by and between Client and a Third Party Service Provider (each, a “Third Party Service Provider Agreement” and collectively, the “Third Party Service Provider Agreements”). Client may purchase additional Services and/or add properties or users for use of the Services under the terms of the Agreement at then current pricing or such other pricing as may be mutually agreed to by Aptexx and Client by contacting Aptexx and completing a separate order, which shall be an addendum to Schedule A to the Agreement.

B. Terms of Use; Additional Terms and Conditions. All use of the Services and the User Platform is and shall be subject to the terms and conditions provided in the Terms of Use as then in effect, the current version of which is posted at <http://www.aptexx.com/Terms> (the “Terms of Use”). Additionally, certain Services are subject to additional terms and conditions referred to in Schedule A to the Agreement and/or in Section 16 below (collectively, “Additional Terms and Conditions”). The Terms of Use, Enrollment Application and Additional Terms and Conditions are incorporated herein by reference. Client is referred to as a “Participating Company” in the Terms of Use, and agrees to and shall comply with and cause its users to comply with the Terms of Use applicable to users as a condition to use of the Services and the User Platform. Aptexx may, in its sole discretion, subject to and in accordance with any applicable law, and in accordance with any applicable Third Party Service Provider Agreements, accept, deny, suspend or cancel the ability of any user or property to utilize any of the Services for any reason whatsoever.

C. Third Party Services. The Services include services, functions or features that are designed to interoperate with third party applications, products or services (such as, without limitation, cloud-based services, payment processing service providers, platforms, data storage, customer relationship management or other related services (“Third Party Services”). To use such Third Party Services, users may be required to agree to Third Party Service Provider Agreements directly with the Third Party Service Providers. Client agrees and shall cause its users to agree to the agreements and/or other terms and conditions on which such Third Party Service Providers provide such Third Party Services. Client shall indemnify Aptexx from any and all harm, damages, costs, and expenses incurred by Aptexx in connection with any dispute or claim between Client and any Third Party Service Provider or otherwise based on the Third Party Services. If the Third Party Service Provider of any such Third Party Service ceases to make its services available for interoperation with the corresponding feature of the Services on terms acceptable to Aptexx, Aptexx may cease providing such Third Party Services without entitling Client or any users to any refund, credit, or other compensation. Any use of Third Party Services and any exchange of information or other interaction between Client and/or its users and any Third Party Service Provider and any disputes or claims related thereto shall be between Client and/or its users and the applicable Third Party Service Provider. Aptexx disclaims responsibility and liability for any claims or damages arising in connection with or relating to any Third Party Services or Client or user interactions with any Third Party Service Providers.

2. Fees. Aptexx charges and collects in advance for per month/per unit fees for use of the Services as specified below and invoices for processing, transaction or other usage fees and charges after such fees and charges are incurred. Aptexx will issue an invoice to Client in advance of each month for the Services per month/per unit fees and any other charges that are then payable. The first installment of the per month/per unit fees and any set up or implementation fees shall be due upon execution and delivery of the Agreement unless otherwise specified in Schedule A to the Agreement. Each subsequent per month/per unit fee payment is due on or before the first day of the applicable month. Client agrees to provide Aptexx with complete and accurate billing and contact information. This information includes Client's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and license administrator. Client agrees to update this information within ten (10) days of any change to same.

A. User Platform Fees. Aptexx and/or the applicable Third Party Service Provider(s) shall charge Client or each user or property, as applicable, and Client agrees to pay or otherwise cause to be paid to Aptexx and/or the applicable Third Party Service Provider(s), the service fees, processing fees, convenience fees, incidental fees and/or other fees or charges (collectively, the “User Platform Fees”) which are set forth in Schedule A attached to the Agreement (as such may be amended from time to time). Client is solely responsible for disclosing all User Platform Fees chargeable to users. Notwithstanding if a dispute arises based on non-disclosure of User Platform Fees to a user for any Services, Aptexx and any applicable Third Party Service Providers shall be entitled to payment from Client of all applicable User Platform Fees for the Services. Aptexx may reduce or waive any such amount due and owing to Aptexx as it may determine in its sole discretion, subject to the terms and conditions of this Agreement and any applicable Third Party Service Provider Agreement. Aptexx and Third Party Service Provider each reserve the right to modify any such fees, including without limitation, User Platform Fees, each in their respective sole discretion, but, except as otherwise expressly set forth in this Agreement, or in any Third Party Service Provider Agreements, shall not do so without providing at least thirty (30) days’ prior notice to Client of any such modifications. If Client incurs any third-party system fees and such fees are charged to Aptexx, those fees shall be passed through to Aptexx at Client’s actual costs, net of any discounts. All fees are nonrefundable except as otherwise agreed to by Aptexx in writing.

B. Taxes. If any federal, state, local or foreign sales, use, property, value-added, excise, gross receipts taxes or any other taxes of any kind (other than Aptexx’s income taxes) are imposed or are otherwise payable with respect to any access to or use of the Services or the User Platform, such taxes shall be billed to and shall be paid by Client.

C. Late Payments. To the extent that any amounts due and owing by Client to Aptexx under the Agreement are not paid on or before the due date set forth in the applicable invoice (the “Due Date”), Aptexx may charge a late fee in an amount equal to one and one-half percent (1½%) per month of any such outstanding amounts, or the highest rate allowed by applicable law, whichever is less, until such outstanding amounts together with accrued interest thereon are paid in full.

D. Recoupment and Setoff Rights. If payment of the outstanding amounts payable hereunder, together with accrued interest has not been made in full within sixty (60) days after the Due Date, Aptexx shall have the further right to offset and recoup any outstanding or uncollected amounts owed to Aptexx from any amounts owed to Client that Aptexx would otherwise be obligated to deposit into any applicable account(s) for Client specified in Client’s then current enrollment information or then current debit authorization or any other amounts that Aptexx may owe Client under this Agreement or any other agreement. If Aptexx exercises its right of recoupment and set-off, it will inform Client of the same in commercially reasonable detail by sending to Client’s contact a customer support message through Aptexx’s customer support system. Client will additionally be liable to Aptexx for all fees and expenses (including reasonable attorney’s fees) that Aptexx incurs in collecting, or attempting to collect, any unpaid amounts due and owing by Client to Aptexx under the Agreement. Aptexx shall have the right, in its sole discretion, to suspend all or part of the Services or terminate this Agreement immediately in the event that Client fails to pay any amounts due and owing by Client to Aptexx under the Agreement on or before the applicable Due Date thereof.

3. User Platform Services Required Information. Client shall provide Aptexx such information, to the extent available and allowable by law, as Aptexx may require from time to time in order to promptly and accurately perform the Services contemplated by this Agreement. Additionally, Client shall use commercially reasonable efforts to provide Aptexx with any and all changes to the information contained in Client’s enrollment information as soon as possible. Aptexx and any applicable Third Party Service Provider will in no event be liable in any amount for Client’s failure to provide any current or correct information required for any Services provided through the User Platform. In no event will Aptexx be responsible for any unauthorized use of any user’s credit card or payment transaction information by Client, Client’s employees, vendors, consultants, contractors, or affiliates, users or any other third party, regardless of whether such third party is associated with or under control of Client, unless such third party is under the sole and direct control of Aptexx. Additionally, notwithstanding the foregoing, Client understands and agrees that Client has a duty to report to Aptexx any and all material information in the event that Client knows or believes that there has been any unauthorized acquisition of or access to Client’s or its users’ data, premises, or networks that may compromise the security, confidentiality or integrity of the User Platform, the Services or any information, databases or networks operated or used by Aptexx and/or its Third Party Service Providers.

4. User/Client Disputes and Chargebacks. Aptexx and each applicable Third Party Service Provider relies on and follows the information and instructions authorized by Client in its enrollment information and any applicable Third Party Service Provider Agreements (including without limitation, all payment instructions and information), as well as the instructions and content inputted and authorized by Client and users into the User Platform (including without limitation all payment information, instructions, and user input when initiating payments via the Services). As such, Aptexx is not responsible or otherwise liable for any such information, instructions, or content which may be inaccurate, incomplete or

missing. Unless otherwise expressly set forth in this Agreement, Client hereby acknowledges, understands, and agrees that (i) Client and/or its users, as applicable, will be solely liable for and shall indemnify and hold Aptexx and its affiliates and Third Party Service Providers harmless with respect to any and all damages, costs (including, without limitation, attorney's fees), losses or other liability of any kind resulting from or caused by any such inaccurate, incomplete or missing information, instructions, or content ("Misinformation"), including without limitation all chargeback liability resulting from any payment transaction processed by Aptexx or an applicable Third Party Service Provider and any incidental fees resulting therefrom as a result of Misinformation; and (ii) Client shall indemnify and hold Aptexx and its affiliates harmless from all disputes, claims or other liability between Client and its users, whether resulting from Misinformation or otherwise.

5. **Support for the User Platform and Services.** Aptexx provides commercially reasonable support in accordance with its then current policies and procedures for the User Platform to both the Client and users ("Support"); provided however, if Aptexx, in providing Support, has definitively diagnosed that any Client, property or user support issue is the result of the hardware (which includes without limitation any computer, server, or any mobile device and all its attached hardware peripherals, including without limitation any check scanners) or software utilized by such party rather than the User Platform or Services, Aptexx shall have no further obligation or responsibility to provide any further support with respect to any such issue. Client or user, as applicable, must seek support of any such hardware or software issues from the hardware or software provider. Notwithstanding the foregoing, Aptexx will provide Client with support for any issues with said hardware or software on a case by case basis, provided that Client shall be obligated to pay Aptexx its then current base rate for out-of-scope technical support.. Aptexx shall in no way be liable to Client or any user due to any disruption of the User Platform or the Services or the non-availability of the User Platform or the Services during which Client or users are unable to access or use the User Platform or the Services.

6. **Marketing Communications by Consent.** Each of the parties agrees that it shall not use the other party's name, trademark or service mark or the existence of the contractual relationship set forth in this Agreement in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

7. **Proprietary Rights in the User Platform and the Services.** Aptexx reserves all right, title and interest in and to the User Platform and the Services, including all related intellectual property rights. No rights are granted to Client other than as expressly set forth herein, whether by implication, estoppel, or otherwise. All enhancements, modifications, and derivative works made to the User Platform and the Services (collectively, the "Derivatives"), and all intellectual property rights therein, shall be owned by Aptexx, whether or not such Derivatives are made at Client's request or instruction, with the exception of any electronic data or information submitted, provided, or made available to Aptexx by or on behalf of Client to the User Platform and the Services ("Client Data") contained in the Derivatives. Client Data shall continue to be owned by Client. Client hereby irrevocably assigns to Aptexx all right, title and interest in and to the Derivatives, including all intellectual property rights therein that may inure to Client or that Client is deemed to obtain pursuant to this Agreement. Client shall not (i) modify or create derivative works based on the User Platform and the Services, (ii) reverse engineer the User Platform and the Services, or (iii) access the User Platform and the Services in order to (a) build a similar or competitive product or service to the User Platform and the Services or the Third Party Services, (b) carry out benchmarking of the User Platform and the Services, including by monitoring their availability, performance or functionality, or (c) copy any features, functions or graphics of the User Platform and the Services.

8. **Confidentiality; Use of Non-Personally Identifiable Information.** By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Client acknowledges and agrees that the User Platform and the Services and their software, design, functionality and features constitute trade secrets within the Confidential Information owned by Aptexx, in addition to other business, proprietary and/or otherwise non-public information pertaining to Aptexx. A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act of omission of the other party; or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party without the use of the Confidential Information; or (e) is required to be disclosed by applicable laws or regulations or by an order of a court of competent jurisdiction or other legal process, provided that in the event of a compelled disclosure the party required to make such disclosure shall if reasonably practicable and permitted under applicable law, provide notice to the other party as early as practicable prior to such disclosure in order to enable the other party to contest and/or attempt to limit the extent of such disclosure. The parties agree, both while the Agreement is in effect and for a period of two (2) years after termination of this Agreement, to hold each other's Confidential Information in confidence, except that with respect to information constituting "trade secrets" as defined under the Uniform Trade Secrets Act the obligations hereunder shall continue for as long as such information continues to constitute trade secrets. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other

than the use or provision of the User Platform and the Services, as applicable, and the implementation of this Agreement. Each party agrees to take reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. Notwithstanding any other provision in this Agreement, Aptexx own and have the right to gather, retrieve, compile, store, retain, use, sell, license, transfer or otherwise exploit all information that is “non-personally identifiable information” relating to use of the User Platform and the Services for research, quality control, product development and refinement, commercial and other purposes as determined by Aptexx without a duty to account to or obtain consent from Clients or any third party. As used herein, “non-personally identifiable information” is any data element or collection of data elements that does not identify a specific individual, whether by itself or in combination with other information. Client acknowledges, understands, and agrees that Aptexx will compile certain information related to the usage of the User Platform and activities thereon by Client and all users, and such information may include, but will not be limited to, the volume of payment transactions and the value of each of the payment transactions. Client hereby agrees that, subject only to any applicable law and the terms and conditions of any provision of this Agreement or any Third Party Service Provider Agreement or any other agreement entered into with the user to the contrary, Aptexx is hereby authorized to use, reproduce, distribute, transfer and generally make such information available as Aptexx may deem appropriate in its sole and absolute discretion, and neither Client nor any user shall be entitled to any further notice of such use nor any fees derived therefrom.

9. Suggestions. Client may, but is not obligated to, provide suggestions, enhancement requests, recommendations or other feedback provided by Client (“Suggestions”). Client hereby grants Aptexx a royalty-free, worldwide, irrevocable, sublicensable, transferable, perpetual license to use, disclose, reproduce, license, distribute and exploit such Suggestions, and incorporate Suggestions into the User Platform and the Services and its other services, products, technologies, documentation or other development with no obligation to pay, attribute, license or to make available to, Client or any other person or entity.

10. Limited Warranty; Disclaimer.

A. Limited Warranty. Each party represents and warrants to the other party that it has validly entered into this Agreement and has the legal power to do so, and that it will comply with all applicable laws and regulations in connection with its performance of its obligations hereunder. Client’s sole remedy for performance issues with respect to User Platform and the Services shall be any support services Aptexx is obligated to provide in accordance with this Agreement.

B. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APTEXX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS AND OTHER REPRESENTATIVES (COLLECTIVELY, THE “APTEXX PARTIES”) MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH OF THEM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION: THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE USER PLATFORM OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION THAT THE USE OF THE USER PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE; OR WITH RESPECT TO ANY USER DATA OR OTHER THIRD PARTY CONTENT THAT MAY BE ACCESSED, PROVIDED, OR MADE AVAILABLE; OR ANY THIRD PARTY SERVICES ACCESSED OR USED, IN CONNECTION WITH THE USER PLATFORM OR THE SERVICES.

APTEXX DOES NOT WARRANT THAT THE USER PLATFORM OR THE SERVICES WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE USER PLATFORM OR THE SERVICES WILL BE COMPATIBLE WITH ANY OTHER SOFTWARE, HARDWARE, OR OTHER MATERIALS, THAT USER CONTENT CAN OR MAY BE DISPLAYED BY USER, OR THAT THE USER PLATFORM OR THE SERVICES OR THE SERVERS THAT MAKE THE USER PLATFORM OR THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND THE APTEXX PARTIES HEREBY EXPRESSLY DISCLAIM ANY LIABILITY WITH RESPECT THERETO. USER UNDERSTANDS AND AGREES THAT IF USER USES, ACCESSES, DOWNLOADS, OR OTHERWISE OBTAINS ANY THIRD PARTY SERVICES OR CONTENT OR DATA THEREIN, IT IS AT USER’S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER’S PROPERTY OR LOSS OF DATA THAT RESULTS FROM THE USE OF USER PLATFORM OR THE SERVICES. APTEXX HAS NO CONTROL OVER ANY THIRD PARTY SERVICES, AND THEREFORE MAKES NO CLAIM OR REPRESENTATION REGARDING, AND EXPRESSLY DISCLAIMS RESPONSIBILITY FOR, THE ACCURACY, QUALITY, LEGALITY, NATURE,

AVAILABILITY, OR RELIABILITY OF THIRD PARTY SERVICES AVAILABLE IN CONNECTION WITH THE USER PLATFORM OR THE SERVICES. APTEXX PROVIDES ACCESS TO THIRD PARTY SERVICES TO USER ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK, REFERRAL, OR FEATURES ON THE APTEXX SERVICE TO THIRD PARTY SERVICES DOES NOT IMPLY APTEXX AFFILIATION, ENDORSEMENT, OR ADOPTION OF THE THIRD PARTY SERVICE OR ANY CONTENT OR DATA THEREIN. ACCESS AND USE OF THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT, MATERIAL, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THIRD PARTY SERVICES AND IS SOLELY AT USER'S OWN RISK.

11. Indemnification. Client shall indemnify, defend and hold the Aptexx Parties harmless from and against any claim, legal action, damages, losses, costs, expenses(s) (including, without limitation, attorney's fees and other legal expenses) or any other liability of any kind (collectively, "Claim") incurred or suffered by any of them with respect to any breach of any of Client's representations, warranties or obligations hereunder or any act or omission by Client or any of its users or other personnel that results in a Claim against any of the Aptexx Parties. The Aptexx Parties shall have the right to engage their own counsel in connection with such matters and shall notify Client promptly in writing of any such claim or suit against any of the Aptexx Parties.

12. Limitation of Liability.

A. Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE APTEXX PARTIES HAVE ANY LIABILITY TO USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS OR SERVICES, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, WHETHER UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER THEORY OF LIABILITY, RELATING TO THIS AGREEMENT OR THE USER PLATFORM OR THE SERVICES, WHETHER OR NOT THE APTEXX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

B. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY APTEXX PARTIES' AGGREGATE TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR RELATING TO THE USER PLATFORM OR THE SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY APTEXX FROM CLIENT OR THE APPLICABLE USERS FOR THE USE OF THE USER PLATFORM OR THE SERVICES GIVING RISE TO THE APPLICABLE CLAIM DURING THE ONE (1) MONTH PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF USER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

13. Infringement Claims. Upon receipt of notice from a third party of an alleged infringement by the use of the User Platform or the Services of a registered United States patent or copyright or other third party intellectual property right, or if in Aptexx's opinion an infringement claim is likely, or if Client's rights to use the Services or the User Platform is restricted or enjoined by a valid court order, Aptexx shall have the right, as it determines in its sole and absolute discretion, at its option and expense: (a) procure the right for Client to continue using the Services and the User Platform; (b) modify the Services and/or the User Platform to make them non-infringing while retaining reasonably equivalent functionality and performance; (c) replace the infringing portion of the Services and/or the User Platform with non-infringing systems or services with reasonably equivalent functionality; or (d) in the event the remedies set forth in subsections (a)-(c) above are not commercially practical as determined by Aptexx in its sole and absolute discretion, return the amounts actually paid by Client in advance for the infringing portion of the Services for the period remaining in the period covered by such advance payment. The remedies provided in this section are Client's sole and exclusive remedy, and Aptexx's sole and exclusive liability, for any actual or alleged infringement of a third party's intellectual property rights involving the Services, the User Platform or otherwise relating to the Agreement. Aptexx shall not have any liability to Client for any claim that any third-party equipment, software or computer programs infringe or misappropriate any third party intellectual property rights. Client's sole recourse will be against the manufacturer or provider of any such third party equipment, software or computer programs or services. The remedies offered in this section shall not apply to any claim based upon the combination, operation or use of the Services or the User Platform with data, hardware or computer programs not provided or formally approved by Aptexx. Client shall use commercially reasonable efforts to minimize any damages it may incur as a result of Aptexx's performance or non-performance of the Agreement.

14. Term and Termination.

A. Term of Agreement. The Agreement commences on the Effective Date specified in Schedule A to the Agreement and continues until the end of the initial term or usage period specified in Schedule A to the Agreement, unless terminated sooner. Thereafter, the Agreement shall renew automatically for successive additional one (1) month periods until terminated or unless either party elects to not renew this Agreement by providing written notice of non-renewal to the other party not less than thirty (30) days prior to the end of the applicable term or usage period.

B. Termination. Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of breach to the breaching party, except in the case of Client's failure to pay fees, which must be cured within fifteen (15) days after delivery by Aptexx of written notice to Client. Aptexx may also suspend Client's and its users access to or use of the User Platform and the Services in the event of nonpayment or other breach until such time as payment in full has been made or such other breach has been fully cured. Either party may also terminate this Agreement upon providing written notice to the other party if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Either party may also terminate the Agreement immediately or suspend access to or use of the Services upon providing notice to the other party in the event a party reasonably believes that any element of the Services or the User Platform, or Client's or its users' access to or use thereof, violates any applicable law, rule or regulation. Following the initial term or usage period, either party may terminate the Agreement for its convenience by providing thirty (30) days' prior written notice to the other party, provided, however, that in the event of termination by Client for convenience, Client shall be required to pay for all fees for the portion of the applicable subscription period that would remain had Client not terminated the Agreement.

C. Effect of Termination/Nonrenewal. Upon the effective date of termination or expiration of this Agreement: (a) Client shall cease all use of the User Platform and the Services, and Aptexx may immediately cease providing same; (b) any and all payment obligations of Client under this Agreement will become due immediately; (c) within thirty (30) days after such expiration or termination, each party shall return all Confidential Information of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirements. After such thirty (30)-day period, Aptexx shall have no obligation to maintain or provide any Client or User data and shall thereafter, unless legally prohibited, use reasonable efforts to delete all such data in its systems or otherwise in its possession or under its control, except as required to comply with applicable legal or accounting record-keeping requirements. Except in the event that the Agreement is terminated by Aptexx based on a breach of the Agreement by Client, if requested by Client, Aptexx agrees to continue to provide the Services for a mutually agreed transition period, subject to continued compliance with the terms of the Agreement and payment of the applicable fees and other charges for same. Upon termination or expiration of the Agreement (or completion of transition services as described above), Client and all users shall permanently remove, delete, erase and otherwise eliminate any software provided by Aptexx from all systems and devices in Client's and/or its users' possession or control.

D. Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 1.B, 1.C, 2, 4, 7-13, 14 C., 14.D., 15 and 16 and the indemnification, disclaimers and limitations of liability and any other terms of the Additional Terms and Conditions that by their nature are continuing obligations.

15. General Provisions.

A. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. Neither party shall take any action or permit any action to be taken on its behalf which purports to be done on behalf of or in the name of the other party and shall have no power or authority to bind the other party to assume or create any obligation or responsibility express or implied on the other party's behalf or in its name, nor shall such party represent to anyone that it has such power or authority.

B. Notices. All notices under this Agreement shall be in writing and shall be delivered by overnight courier and by email, for notices to Client, to the address set forth in Client's enrollment information, and for notices to Aptexx, to Aptexx, Inc., 2035 Lakeside Centre Way, Suite 250, Knoxville, TN 37922, Attn: Legal Dept.; email: compliance@inhabitiq.com, or such other address as the applicable party may provide to the other party by providing written

notice thereof in accordance with the foregoing terms.

C. Waiver and Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be interpreted or modified to effect the original intent to the fullest extent possible, if at all, and the remaining provisions of this Agreement shall remain in full force and effect.

D. Assignment. Client may not assign the Agreement or any of its rights or obligations hereunder without the prior express written consent of Aptexx. Aptexx may assign this Agreement, in whole or in part, together with all rights and obligations hereunder, without restriction, including to an affiliate or to a successor entity resulting from a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement. Any attempt by Client to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the laws of the State of Tennessee without application of conflicts of laws rules or principles. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for injunctive relief or other equitable remedies) will be submitted at the request of either party to binding arbitration. Arbitration will be conducted in Knoxville, Tennessee under the rules and procedures of JAMS. The parties will request that JAMS appoint a single arbitrator. Any claims for injunctive or other equitable relief shall be brought and heard in the state or federal courts located in Knoxville, Tennessee, and Client consents to such venue and personal jurisdiction therein for any such proceedings. **YOU HEREBY IRREVOCABLY WAIVE THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST APTEXX INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.** The waiver of any breach or default of this Agreement will not be valid unless given in writing signed by the party giving the waiver and shall not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. As used herein, "affiliate" means any person or entity directly or indirectly controlling or having the power to control, or controlled by or being under common control with another person or entity. For this purpose, "control" means the direct or indirect possession of power to direct or cause the direction of the management or policies of such party, whether through ownership or stock or other securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interest of an entity shall be conclusive evidence that control exists. A printed version of this Agreement and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In the event of any conflict or inconsistency between these Client Service Agreement Standard Terms and Conditions and the Terms of Use or other terms of the Agreement, these Client Service Agreement Standard Terms and Conditions shall control.

F. Export Control. Client agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the User Platform and the Services or any software provided by Aptexx in connection therewith is not exported in violation of United States law.

G. Misuse of Services or Confidential Information. If Client or its employee(s), agents, or consultants misrepresent to Aptexx the purpose for utilizing the Services or otherwise use the Services of Confidential Information for an improper purpose, Aptexx may terminate the Services without notice, in addition to other remedies available to Aptexx under this Agreement or pursuant to any and all applicable law. Client hereby understands that any misrepresentation regarding or any misuse of the Services may have a direct impact on the business of Aptexx and may cause it to be unable to provide the Services for its other clients, resulting in damages for which Client would be liable. Client hereby acknowledges, understands, and agrees that any such damages are reasonably foreseeable, and, as such, the sole legal responsibility therefor shall be borne in full by the Client should they occur.

H. Force Majeure. Except for Client's payment obligations hereunder, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, storms or other weather or natural events, embargo, riot, sabotage, terrorism, epidemic, pandemic, labor shortage or dispute or other industrial disturbances, systemic electrical, telecommunications, or other utility failures,

governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses commercially reasonable efforts to correct promptly such failure or delay in performance.

I. Integration. This Agreement, including the Enrollment Application, Schedule A, these Client Service Agreement Standard Terms and Conditions, the Terms of Use, any applicable Additional Terms and Conditions and other agreements or documents incorporated by reference herein or therein constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement, including without limitation, any foreign language translation of this Agreement.

J. Modification of Services. Aptexx shall have the right to modify, suspend, discontinue or replace the features and functionality of the User Platform and/or the Services at any time and from time to time all without notice; provided, however, that Aptexx will not modify the User Platform or the Services in a manner that would, in its sole discretion, either significantly adversely affect the use thereof by Client or its users or the general functionality thereof (including, without limitation, changing any Third Party Service Provider from the then current Third Party Service Provider), without reasonable prior written notice to Client and/or its users thereof, unless required prior to giving notice for security purposes or applicable legal requirement; and, in the case of any change of Third Party Service Provider, will provide to Client, in addition to the above-specified notice, a commercially reasonable time to allow Client to review and enter into a new Third Party Service Provider Agreement with any such new Third Party Service Provider that is integrated with the User Platform. Except as otherwise set forth in any Third Party Service Provider Agreement, each Third Party Service Provider may, and reserves the right to, modify its policies and procedures applicable to the features and functionality of the User Platform and/or the Services at any time and from time to time.

K. Modifications to the Agreement. Aptexx reserves the right, at its discretion, to change this Agreement on a going-forward basis at any time by posting the revised Agreement on its website or otherwise providing notice to Client. Client should check this Agreement online at <https://aptexx.com/clientagreement> periodically for changes. In the event that a change to this Agreement materially modifies Client's rights or obligations, Aptexx will make reasonable efforts to notify Client of such change. Aptexx may provide notice through a pop-up or banner within the User Platform and the Services, by sending an email to any address Client may have used to register for access, or through other similar mechanism. Additionally, if the changed Agreement materially modifies Client's rights or obligations, Aptexx may require Client to provide consent by accepting the changed Agreement. If Aptexx requires Client's acceptance of the changed Agreement, changes are effective only after Client's acceptance. If Client does not accept the changed Agreement, Aptexx may terminate Client's access to and use of the User Platform and the Services. All other changes are effective upon the earliest of Client's acceptance of the modified Agreement, Client's use of the User Platform and the Services after delivery of notice to Client by Aptexx, and/or publication by Aptexx of written notice of the change with actual knowledge of the change, or thirty (30) days following publication of the modified Agreement. Disputes arising under this Agreement will be resolved in accordance with the Agreement in effect at the time the dispute arose.

16. Additional Terms and Conditions Applicable to Certain Services. The following Services are subject to Additional Terms and Conditions which are provided or referred to below and are incorporated into the Agreement and made a part thereof. Client agrees to the Additional Terms and Conditions with respect to the applicable Services and shall comply with and cause its users to comply with same.

A. Payment Processing Services. Payment processing services are subject to the additional terms and conditions provided in the Sub-Merchant Agreement entered into by Client separately with payment processing services provider Vantage Card Services, Inc. (or the applicable payment processing services provider if otherwise) as part of registering for use of such Services.

B. Screening Services. If the Services provided to Client include prospective resident application services (the "Prospective Tenant Application Services"), the prospective resident screening services related thereto ("Screening Services") are provided by a third party screening services provider (the "Third Party Screening Provider") pursuant to a Third Party Screening Provider Agreement that Client has entered into or will enter into with the applicable Third Party Screening Provider prior to commencement of provision of Screening Services. The Screening Services are subject to the following Additional Terms and Conditions, which are incorporated into the Client Services Agreement entered into by and between Aptexx, Inc. and Client, in addition to the Third Party Screening Provider Agreement entered into by and between Client and the applicable Third Party Screening Provider.

1. Definitions. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them elsewhere in the Agreement, or in the Third Party Screening Provider Agreement, or the Additional Terms and Conditions applicable to Prospective Tenant Application Services, which together collectively govern the Prospective Tenant Applications Service (said terms and conditions collectively are the “Prospective Tenant Application Agreement”).

2. Scope of Use and License. Client is authorized to remotely access and use the Prospective Tenant Application Services via the Aptexx User Platform integrated with Third Party Screening Provider via the internet for each of those certain properties which Client has elected to enroll in the Prospective Tenant Application Services by indicating such on the Enrollment Application or in Schedule A to the Agreement, as such may thereafter be amended from time to time; provided that the granting of said license hereunder and pursuant to the Agreement is subject to the payment of all costs and fees associated with the Prospective Tenant Application Services set forth in the Agreement, as well as all other terms and conditions set forth in the Agreement and the Third Party Screening Provider Agreement.

3. Responsibilities of Customer.

(a) Compliance and Screening Services Support. The Third Party Screening Provider provides to Client the Screening Services pursuant to the terms and conditions set forth in the Third Party Screening Provider Agreement, including without limitation any terms and conditions regarding the Third Party Screening Provider’s direct customer support to Client for the Screening Services. The Client, as the signatory thereunder, is solely responsible for understanding and abiding by all terms and conditions of the Screening Services set forth in the Third Party Screening Provider Agreement, including without limitation all terms and conditions regarding (i) compliance with all applicable law and regulations governing the Screening Services and the requesting; and (ii) requesting and receiving of direct customer support from the Third Party Screening Provider for the Screening Services.

(b) Indemnification. In addition to any indemnification set forth in the Agreement applicable to the Screening Services, Client hereby agrees to indemnify and hold the Aptexx Parties harmless for any and all legal claims, civil claims, fines, judgments or penalties that arise from or relate to Client’s use or misuse of the Screening Services and for any breach by Client of the terms and conditions of the Third Party Screening Provider Agreement and any other portion of the Prospective Tenant Application Agreement arising from or otherwise related to said use or misuse.

4. Responsibilities of Aptexx. Subject to the limitations set forth herein and in the Agreement, Aptexx will maintain the Aptexx User Platform integration with the Third Party Screening Provider in a commercially reasonable manner so as to allow Client to reasonably interface with the Third Party Screening Provider and the Screening Services during all times when said services are generally available, subject to any applicable, then current policies and procedures of Aptexx and otherwise in accordance with the terms and conditions set forth in the Agreement. Subject to the limitations set forth herein and in the Agreement, the Third Party Screening Provider will maintain the Screening Services in a manner consistent with Third Party Screening Provider’s then current policies and procedures and the terms and conditions set forth in the Third Party Screening Provider Agreement.

C. Messaging Services, Property Maintenance Request Handling Services and Survey Services. The following Additional Terms and Conditions are applicable with respect to messaging (“Messaging Services”), tenant property maintenance request services (“Maintenance Services”) and survey services (“Survey Services”) provided using the User Platform and Services and are incorporated in and form part of the Client Service Agreement by and between Aptexx, Inc. and Client (the “Agreement”).

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them elsewhere in the Agreement.

(a) “Third Party Service Provider” means a third-party service provider for Messaging Services that will receive computerized requests from Aptexx (which requests will contain the phone numbers of intended Recipients chosen by Client and the Voice Message prepared by Client and intended to be transmitted to such Recipients), and upon receipt of such computerized requests, will place calls to the specified phone numbers and upon answer, will deliver the Voice Message, or, with respect to the Maintenance Services or the Survey Services, a third party service provider that integrates or interfaces with or otherwise facilitates the functionality of all or any portion of the Survey Services, including without limitation all social media websites (each, a “Provider”). Any and all services provided by the Provider to Client and with respect to the applicable Services are provided to Client in accordance with the policies and procedures established by the Provider, as such may be amended from time to time by the Provider (the “Provider Policies”). As of the Effective Date, the then current policies and procedures of the Provider may be obtained by providing written notice requesting the same

to Aptexx. No representations are made herein by Aptexx with respect to any service provided by the Provider; all such representations are as made by the Provider in the Provider Policies, if at all.

(b) “Email” means an electronic computer message delivered via the internet that can be composed by Client, and, with respect to the Survey Services, can be composed by the Survey Services, pre-configured by Client or which is otherwise distributed through the applicable Services to individual Recipients or groups of Recipients composed of individuals meeting qualifications selected by Client.

(c) “Opt-in Confirmation” means the positive confirmation of a prospective, current or former resident of Client that such individual is willing to receive the type of communications delivered through the applicable Services.

(d) “Recipient” means one of Client’s residents, prospective residents, or former residents that has completed an Opt-in Confirmation.

(e) “SMS Aggregator” means a US based approved carrier, including, but not limited to: AT&T, Verizon Wireless T-Mobile, Sprint, Cellular One (Dobson), Nextel, Alltel, Virgin Mobile, Boost, and US Cellular.

(f) “SMS” means the short message service component of the global system for mobile communications that uses standardized communications protocols to allow the exchange of short text messages between mobile phone devices.

(g) “SMS Message Fees” means the fees charged by an SMS Aggregator to transmit and receive any SMS message to or from each SMS recipient.

(h) “SMS System” means the third party system of the Provider that uses the Messaging Services and Client’s computers to manually or automatically transmit SMS messages to one or more Recipients. Any and all services provided by the Provider to Client hereunder and with respect to the Messaging Services, including without limitation the SMS System, are provided to Client in accordance with the Provider Policies.

(h) “Voice Message” means a pre-recorded or computer generated .wav file that can be composed through use of the Messaging Services and then transmitted to Recipients through the Messaging Services to direct the Messaging Services to place simultaneous or individual telephone calls to Recipients through the Third Party Service Provider.

(i) “.Wav File” means a computer audio file that may contain either a computer generated voice, a recorded human voice or a combination of both.

2. Scope of Use and License. Client is to remotely access and use the applicable Messaging Services, Maintenance Services or Survey Services of the Aptexx User Platform via the internet for each of those certain properties which Client has elected to enroll in the applicable Services by indicating such on the Enrollment Application or in Schedule A to the Agreement; provided that the granting of said license hereunder and pursuant to the Agreement is subject to the payment of all costs and fees associated with the applicable Services set forth in Schedule A to the Agreement, as well as all other terms and conditions set forth in the Agreement and in these Additional Terms and Conditions.

3. Responsibilities of Customer.

(a) Administrative System. Client will be given a login and password that allows Client to send alerts and notifications, including but not limited to, Opt-in Confirmations, rent reminders, maintenance requests, completion notifications, availability alerts, property info requests, and property notifications, to residents or potential residents, and with respect to Survey Services, to send pre-configured, custom configured, and/or Client configured surveys each as may be applicable to Recipients, through the individual or mass delivery of SMSs, Voice Messages, and/or Emails.

(b) Prohibited Content. Client agrees not to send SMS messages, Emails, Voice Messages or send surveys containing content that is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, harmful to minors, hateful, or racially ethnically, or otherwise objectionable. Client additionally agrees not to send unsolicited SMS messages, Emails, surveys or Voicemails or any such message referring to alcohol, tobacco or drugs, or that contain content or keywords that infringe on patents, trademarks, or others intellectual property.

(c) Prohibited Actions. Client shall be solely responsible for its actions and the actions of its users while using the applicable Services and for the contents of its transmissions through the applicable Services, including without limitation, any content written, published, or otherwise posted to any Third Party Service as a result of the Survey Services, regardless of whether such is so written, published, or posted by Client, a Recipient, or any other user or third party. Client agrees: (1) to abide by all local, state, national, and international laws and regulations applicable to Client's use of the applicable Services, including without limitation all laws regarding the transmission of technical data exported from the United States through the applicable Services; (2) not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the User Platform, the applicable Services or Recipients' computers or telephones; (3) not to use the applicable Services for any illegal purposes including, without limitation, violating provisions of the CAN-SPAM Act, the Do-Not-Call Implementation Act, the Do-Not-Call Improvement Act or any other applicable laws and regulations; (4) not to interfere or disrupt networks connected to the applicable Services; (5) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; and (6) not to engage in contests, or chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email. Client understands and agrees that the laws governing the use of the applicable Services are amended from time to time and that Client has the sole responsibility to familiarize itself with, and to strictly comply with, any and all local, state and national laws and regulations applicable or otherwise related to the use of the applicable Services, and any amendments thereto. Client acknowledges and agrees that Aptexx neither endorses the contents of any Client communications nor assumes any responsibility for any content which may appear on the applicable Services, including, without limitation, any content written, published or otherwise posted by a potential resident, current resident, past resident, or any other third party as a response to any survey sent by the Survey Services, whether such is so written, published or posted on the Survey Services or a Third Party Service; any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third-party intellectual property rights arising therefrom; or any crime or violation facilitated thereby. Aptexx may refuse to transmit any communications if, in Aptexx's reasonable discretion, such communication violates the terms hereof.

(d) Indemnification. Client agrees to indemnify and hold the Aptexx Parties harmless for any and all legal claims, civil claims, fines, judgments or penalties that arise from or relate to communications sent by Client through the applicable Services, any content sent to a 3rd Party Service, or any content which may appear on the Survey Services or on any 3rd Party Service as a result of the Survey Services, regardless of whether the source of any such content is Client, Client's users of the Survey Services, a Recipient, or any other third party, including without limitation, claims or complaints related to fees chargeable to a Recipient or the receipt of SMS messages or Voice Messages during late night hours or other inappropriate times.

(e) Authorization. Client agrees that it will only use the applicable Services to send communications to Recipients who have agreed to receive such communications by completing an Opt-in Confirmation (a copy of which will be retained by Client for six (6) months following the earlier to occur of the termination of the Agreement). Auto enrolling potential recipients without permission is strictly forbidden and will result in the immediate discontinuation of the applicable Services and/or termination of the Agreement.

4. Responsibilities of Aptexx.

(a) Transmission of SMS Messages. Subject to the limitations set forth herein, Aptexx will maintain the applicable Services in a manner so as to allow Client to interface with the SMS System during all times when the applicable Services and the SMS System is normally available. Subject to the limitations set forth herein, each SMS Aggregator or the applicable Provider will maintain the SMS System in a manner consistent with its policies and/or the Provider Policies so as to allow Client to transmit SMS messages to one or more SMS Aggregators during all times when the SMS System is normally available.

(b) Transmission of Voice Messages. The Messaging Services will allow Client to interface with the Third Party Service Provider via a "Text to Voice" feature included in the service to create .Wav files that will be transmitted as Voice Messages to Recipients through the Messaging Services and the Third Party Service Provider. Aptexx does not guarantee that Voice Messages will be delivered immediately and accepts no responsibility for any mis-delivered or undelivered Voice Messages resulting from the failure of the Messaging Services or the Third Party Service Provider.

(c) Transmission of Emails. The Messaging Services and Survey Services will allow Client to transmit Email blasts to all or groups of Recipients, which groups can be selected by Client based on certain criteria, such as residents who are delinquent in the payment of rent, or residents of certain buildings, etc. All emails must contain "opt out"

instructions, and Client agrees to not use the applicable Services to send any additional email to any Recipient that has “opted out.” Any breach of this provision shall be deemed to be material.

(d) Server Disruption and Inaccurate Messages. Aptexx and the Provider may, from time to time, experience server disruptions or outages that prevent or delay SMS Messages, Voice Messages, and Emails from being sent and received. Such disruptions may also result in duplicate or undesired messages being sent. Upon the occurrence of any of the foregoing problems, Aptexx’s sole responsibility shall be to re-send any undelivered messages or correct any messages that contain mistaken or undesired content. Subject to the foregoing, Aptexx shall have no other responsibility for, and bears no liability with respect to any such undelivered or incorrect messages, including, without limitation, the content of any inaccurate or undesired messages sent through the applicable Services. The Provider’s responsibilities, if any, are as set forth in the Provider Policies.

(e) Responsibility for the SMS System and SMS Aggregators, Providers and any other Third Party Provider. Aptexx makes no representations or warranties with respect to the reliability, availability, or coverage of either the SMS System or any SMS Aggregator. The SMS System and SMS Aggregators may, from time to time, experience outages or system malfunctions that prevent or delay text messages from being sent and received. Such disruptions may also result in duplicate or undesired messages being sent for which Aptexx bears no responsibility. Any responsibility of said third parties with respect to the same, if any, shall be as set forth in said third parties’ policies and procedures, including, without limitation, the Provider Policies or other applicable policies.

5. Cooperation. Client will promptly execute and return to Aptexx any and all documentation required to ensure compliance with all local, state and national laws and regulations applicable or otherwise related to the use of the applicable Services, as such maybe amended. Failure to return such documentation in a timely manner may, in Aptexx’s sole and absolute discretion, result in Client and its users being blocked from utilizing some or all of the applicable Services and, if expedient, as determined in the sole and absolute discretion of Aptexx, all or any portion of the applicable Services of Client and its users may be suspended or terminated without additional notice to Client and without any reduction in the fees charged to Client for the applicable Services, which may continue until such time that the Agreement is either formally terminated by the parties hereto or such breach is cured by Client, whichever occurs first. Any breach of this provision shall be deemed to be a material breach of the Agreement.

6. Waiver, Release and Limited Warranty. A MATERIAL PORTION OF THE FUNCTIONALITY OF THE SERVICES IS RELIANT ON SERVICES PROVIDED BY ONE OR MORE THIRD PARTIES; THEREFORE, APTEXX CANNOT AND HEREBY MAKES NO WARRANTIES WITH RESPECT TO THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, AVAILABILITY, COVERAGE, OR FUNCTIONALITY OF ANY SUCH SERVICES OR THE SERVICES. CUSTOMER HEREBY RELEASES APTEXX FROM ANY AND ALL LIABILITY RELATED TO OR RESULTING FROM CUSTOMER’S RELIANCE ON THE SERVICES OF ANY SUCH THIRD PARTY AND THE SERVICES. APTEXX DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE SERVICES. APTEXX DOES NOT WARRANT THAT ANY MESSAGE, SURVEY OR CONTENT OF EMAILS, SURVEYS, SMS OR OTHER MESSAGES OR ANY PORTION THEREOF, SENT BY THE SERVICES WILL BE CORRECT, COMPLETE, CURRENT, PROPERTY ATTRIBUTED OR DELIVERED, OR OTHERWISE ACCURATE OR USABLE FOR CLIENT’S INTENDED PURPOSE. FURTHER, APTEXX MAKES NO WARRANTY AS TO THE LIKELY RESULTS OF THE USE OF THE SERVICES.

Last Modified: June 14, 2024