



## **Master Service Agreement (MSA)**

MSA-20210111

January 11, 2021

## 1) CONTRACT STRUCTURE & ORDER-OF-PRECEDENCE

This Property Vista Master Subscription Agreement (“**Agreement**”) is entered into between Property Vista Software Inc. (“**PV**”) and the customer (“**Customer**”) identified on the first order document signed by both Parties referencing this Agreement (“**Order Form**”), effective as of the effective date identified in that Order Form (“**Effective Date**”). Capitalized terms in this Agreement are defined in Section 17 (Definitions) and elsewhere in this Agreement. This Agreement and all Order Forms govern Customer’s access to and use of a Service, and a SOW governs any Professional Services PV provides to Customer. “**Customer**” and “**PV**” also include such Party’s respective Affiliates, and Customer and PV may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”. In the event of any conflicts between this Agreement, any Order Form, and/or any SOW, the following order-of-precedence shall apply: A SOW takes precedence and prevail over Order Forms solely with respect to the subject matter of the SOW; and Order Forms and SOWs take precedence and prevail over this Agreement solely with respect to their respective subject matter.

## 2) OWNERSHIP OF SERVICE & CUSTOMER DATA

2.1 Ownership of the Service. The Service is the property of PV, and is protected by all laws including, without limitation, copyright, patent, trade secret and other intellectual property laws. PV and its licensors retain any and all rights, title and interest in and to the Service (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Customer’s right to use the Service is limited to the rights expressly granted in this Agreement and the applicable Order Form(s) and any SOW. All rights not expressly granted to Customer are reserved and retained by PV.

2.2 Ownership of Customer Data. As between Customer and PV, (a) all Customer Data is the property of Customer, and (b) Customer retains any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof, subject however to the rights acquired by PV to information in accordance with privacy policies which appear on the Service.

2.3 Aggregated Data Use. PV owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting PV from utilizing or disclosing the Aggregated Data for purposes of operating PV’s business, provided that PV’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual.

### 3) GRANT OF RIGHTS

Subject to the terms and conditions of this Agreement, PV hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 16.2 (Assignment)), worldwide, royalty-free right to access and use the Service during the Service Term in accordance with the terms of this Agreement and all applicable Order Form(s) and any SOW (e.g., any transaction volume terms and limitations agreed to with particular Customer legal entities, business units, projects, brands, products and/or services set forth therein). Except to the extent otherwise indicated in the applicable Order Form, Customer's rights to access and use the Service are limited to a single Production Tenant and a single API Sandbox Tenant (where API Sandbox Tenant is applicable).

### 4) USE OF SERVICE

4.1 Customer Responsible for User Accounts. Customer is responsible for all activity occurring under Customer's User accounts, and must comply with all applicable laws and regulations in connection with use of the Service. Customer also must (a) notify PV promptly upon becoming aware of any unauthorized use of any Customer password or User account (or any other breach of security of the Service), and (b) notify PV promptly upon becoming aware of, and stop, any unauthorized copying, distribution or other misuse of any aspect of the Service.

4.2 Use Restrictions. Customer must not, without PV's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement, provided however that Customer may allow its own customers to access the functionality or output of the Service, via interfaces, portal applications and the like, solely for Customer's internal business purposes in accordance with the applicable Order Form; (b) creation of any modifications or derivative works of the Service; (c) reverse engineering of the Service; (d) gaining of unauthorized access to the Service or its related systems or networks (for example, by impersonation of another User of the Service or provision of false identity information); (e) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service for which Customer lacks sufficient ownership or other rights; (g) sending of spam or otherwise duplicative or unsolicited messages in violation of applicable law; (h) sending or storing of infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any material harmful to children or which violates any third party privacy rights); or (i) sending or storing of any material containing any viruses, worms, trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service.

4.3 Customer PCI Responsibilities. If Customer processes any credit card information using the Service, Customer will: (a) comply with its responsibilities under the Payment Card Industry Data Security Standard (“**PCI DSS**”); (b) implement and maintain commercially reasonable security measures to protect all cardholder data in Customer’s possession or control; and (c) not take any action in connection with using the Service that may place PV in non-compliance with the PCI DSS (for example, storing any cardholder data in any custom fields of the Service).

## 5) PRIVACY, SECURITY, CONTINUITY & SUPPORT

5.1 Compliance with Privacy Laws. PV will use Customer Data only as permitted by Privacy Laws and this Agreement; provided, however, that if compliance with any Privacy Laws would materially change PV’s costs or risks in providing the Service (including, without limitation, by requiring that any PV data centres be located outside the United States, Canada or European Union, or requiring PV to operate in violation of any applicable U.S., Canadian or other laws), each Party will have the right to terminate this Agreement (including all Order Forms and any SOW) pursuant to Sections 6.2 and 6.5 upon at least 30 days prior written notice to the other Party, unless Customer and PV agree in writing within such 30-day period that PV may continue to provide the Service to Customer without complying with the Privacy Laws giving rise to such material change. In the event of a termination contemplated by this section, Customer’s sole right, and PV’s sole obligation, will be for PV to promptly refund to Customer on a pro rata basis any prepaid fees under applicable Order Forms that are unused as of the effective date of termination.

5.2 Security of the Service. PV’s data security program for the Service will: (a) include reasonable security measures to protect against unauthorized access to any Customer Data residing in the Service; and (b) comply with PCI DSS. PV will not be responsible or liable for any deletion, correction, damage, destruction or loss of Customer Data that does not arise from a breach by PV of its obligations under this Agreement.

5.3 Financial Account Data. The Service allows Customer to export Customer Data at Customer’s discretion, and PV encourages Customer to back-up its Customer Data by exporting it regularly. Any export or transfer of “Financial Account Data” will require a separate written agreement between the Parties to (a) help ensure the security and integrity of such data is maintained, (b) compensate PV for its Professional Services and administrative efforts in providing such data, and (c) give PV reasonable protection against liability relating to extraction, transfer and potential misuse of such data.

5.4 Business Continuity & Disaster Recovery. PV will maintain and implement throughout the term of this Agreement business continuity and disaster recovery plans to help ensure

availability of the Customer Data following any significant interruption or failure of critical business processes or systems affecting the Service.

5.5 Support & Service Level Agreement. PV will provide technical support for the Service in accordance with Exhibit A to this Agreement (Support and Service Level Agreement) as long as Customer is entitled to receive support under an applicable Order Form and this Agreement.

## 6) TERM & TERMINATION

6.1 Term of Agreement. This Agreement will begin on the Effective Date and continue in effect until all Order Forms and all SOW expire or are terminated in accordance with Section 6.5.

6.2 Termination of Agreement. Neither Party may terminate this Agreement without cause and not for convenience and may only terminate this Agreement by terminating all Order Forms and SOW then in effect in accordance with Section 6.5.

6.3 Effect of Expiration or Termination of Agreement. Sections 1, 2, 4.2, 6.3, 6.6, 8, 9, 10, 11, 12.3, 13, 14, 15 and 16 of this Agreement will survive any expiration or termination of this Agreement. The applicable Order Forms and any SOW may identify additional terms that will survive any expiration or termination of this Agreement. Regardless of the basis for expiration or termination of this Agreement, PV will not be obligated to retain any Customer Data for longer than 30 days after any such expiration or termination.

6.4 Term of Order Forms. The term of particular Order Forms will be set forth therein, starting on the Effective Date specified therein and continuing for the initial term specified therein (“**Initial Service Term**”). Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with Section 6.5, upon expiration of the Initial Service Term, the relevant Order Form will renew automatically for a subsequent renewal term of 12 months (“**Renewal Service Term**”), unless either Party notifies the other Party in writing, at least 30 days (subject to Section 7.2) prior to the end of the then-current Service Term, that it chooses not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to in this Agreement collectively as the “**Service Term**”.

6.5 Termination of Order Forms or SOW. Either Party may terminate any Order Forms and/or SOW in accordance with their respective terms. If not specified in the applicable Order Form or SOW, then subject to the exclusive remedy provisions in this Agreement including in the sections regarding warranties and service credits, either Party may terminate any Order Forms or SOW for cause upon written notice if the other Party fails to cure any material breach thereof within 30 days after receiving reasonably detailed written notice from the other Party alleging the breach.

6.6 Effect of Termination of Order Forms or SOW. If an Order Form or SOW is terminated in accordance with Section 6.5, all terms of such Order Forms or SOW that reasonably should survive such termination will survive, including, without limitation, Customer's payment obligations.

## 7) ORDER PROCESS

7.1 Services Via Order Forms and Professional Services Via SOW. Customer may order the Service via one or more Order Forms and Professional Services via one or more SOW.

7.2 Purchase Orders. If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to PV such valid PO conforming to the applicable Order Form or SOW with sufficient time for Customer to ensure that it will meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.3 Modification of Fees Upon Renewal. PV reserves the right to modify the Fees for its Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least 30 days before the end of the then-current Service Term, unless Customer notifies PV in writing, at least twenty (20) days prior to the end of the then-current Service Term, that Customer chooses not to renew such Order Form(s).

## 8) FEES & PAYMENT

8.1 Payment Details. Customer must pay all fees and charges in accordance with this Agreement and each mutually executed Order Form and SOW ("Fees"). Except to the extent otherwise expressly stated in this Agreement or in an Order Form or SOW:

- All obligations to pay Fees are non-cancelable and all payments are non-refundable;
- Customer must make all payments without setoffs, withholdings or deductions of any kind;
- Customer must pay all Fees due under all Order Forms and SOW within 30 days after Customer receives each invoice (invoices are deemed received when PV sends such invoices by email to Customer's designated billing contact); and
- All payments must be in paid in the currency indicated on the Order Form.

Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., EFT/ACH), PV is permitted to process such payment on the date of deemed receipt of PV's invoice.

In accordance with each Order Form: (a) PV charges and collects in advance fees for use of the Service based on the edition of the Service subscribed to by Customer ("**Service Edition Fees**"), and Customer's anticipated transaction volume using the Service. PV will invoice Customer for recurring Fees thirty 30 days prior to the start of each period following the applicable initial Service period; and (b) Customer will pay the applicable additional fees if Customer's use of the Service exceeds the transaction volume specified in the applicable Order Form. Such additional fees will be assessed monthly in arrears.

8.2 Taxes. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, or duties, excluding only taxes based solely on PV's income. If PV has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides PV a valid tax exemption certificate authorized by the appropriate taxing authority.

8.3 Customer Contact Information. Customer agrees to provide PV accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within 30 days after any changes, via email to PV's at [billing@propertyvista.com](mailto:billing@propertyvista.com). Customer shall also maintain, at all times during the Service Term, at least one User who is a current employee and is authorized to administer Customer's use of the Service (e.g., by creating accounts and resetting passwords).

8.4 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights PV may have under this Agreement or applicable law:

- Customer will owe PV an interest penalty of 1.5% per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- PV will be entitled to recover its reasonable attorneys' fees, other legal expenses (including expert witness fees and expenses on appeal) and other reasonable costs to collect such amounts; and
- PV reserves the right to temporarily suspend Customer's access to the Service if Customer's account remains delinquent for 30 days after receipt of a delinquency notice from PV (which may be provided via email to Customer's billing contact and will be deemed received when PV sends such invoices by email to Customer's

designated billing contact). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension due to Customer's delinquency.

#### 9) NON-PRODUCTION USAGE

From time to time, to the extent applicable, Customer may use the Service for evaluation, demonstration, testing or other purposes where such use is outside a Production Tenant (e.g., by using an API Sandbox Tenant or another non-production service environment). By using the Service on such a non-production basis, Customer accepts the Service on an "as is" basis and acknowledges PV provides no express or implied warranties, indemnities or security-related commitments, and PV will have no liability, in connection with such use.

#### 10) THIRD PARTY INTERACTIONS

To the extent use of the Service requires use of any third party products or services (e.g., Oracle Java, Adobe Acrobat, Equifax, Bluepay, Transunion, Twilio, Mandrill, Amazon Web Services and/or a Internet Web browser), such products and services may require Customer to agree to separate terms. Customer acknowledges that these services may be domiciled in the United States of America. Similarly, in connection with using the Service, Customer may enter into correspondence with, purchase products and/or services from, and/or participate in promotions of third parties. Any such third party activities, products and services, and any terms associated therewith, are solely between Customer and the relevant third parties. PV does not support, or endorse or make any representations or warranties regarding, any such third party products or services, and in no event will PV have any liability whatsoever in connection therewith. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by PV to Customer, for an additional fee, on a pass-through or OEM (original equipment manufacturer) basis pursuant to terms specified by the third-party provider and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's access to and/or use of any such additional functionality shall be between the applicable third-party provider and governed by the terms and conditions entered into by Customer and such third-party provider, which shall prevail in the event of any inconsistency with the terms of this Agreement.

Customer acknowledges and agrees that the Service interoperates with several third party tools, and that the Service is highly dependent on the availability of such third party tools. If at any time any third party tools cease to make their programs available to PV on reasonable terms, PV may cease to provide such features to Customer. Subject to a third party tool

change, PV represents that the functionality of the Service shall not be materially decreased during the term of this Agreement.

## 11) PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from PV relating to the Service (“Professional Services”), the Parties will mutually execute one or more separate SOW containing the relevant terms and conditions. PV Professional Services are separate and apart from the Service, and neither Party’s obligations in connection with the Service are dependent in any way on any Professional Services. Except to the extent expressly set forth to the contrary in any applicable SOW, the following provisions will apply to all SOW:

- As between Customer and PV, Customer will retain all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Customer without any contribution by PV and provided to PV under the SOW. Customer grants PV a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, distribute, create derivative works of, and otherwise use such Customer-owned materials in connection with providing the Service during the Term of this Agreement and otherwise performing its obligations under this Agreement;
- As between Customer and PV, PV will retain all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for PV (either alone or jointly with Customer or others) and provided to Customer under the SOW, and any derivative works thereof, excluding any incorporated Customer Confidential Information (collectively, “PV PS Materials”); and
- Subject to the terms of this Agreement, PV grants Customer a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, create derivative works of, and otherwise use internally the PV PS Materials in connection with the Service during the Term.

Nothing in this Agreement will prohibit, restrict or limit (i) PV from performing similar Professional Services for any third party, or (ii) Customer from hiring any third party to perform similar Professional Services (though Customer is not permitted to give any direct competitor of PV access to the Service or any PV PS Materials without PV’s prior written consent).

## 12) WARRANTIES & DISCLAIMERS

12.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement and the agreements and documents contemplated by this Agreement, and that this Agreement and such documents have been duly authorized, executed and delivered and constitute a valid and binding agreement enforceable against such Party in accordance with their terms.

12.2 Additional PV Commitments. PV further represents and warrants that:

- It will use commercially reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots and other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data;
- The Service will perform substantially in accordance with the relevant order sheet under normal use and circumstances; and
- It will make commercially reasonable efforts to notify Customer, at least 30 days in advance via PV's Normal Communication Channels, of any scheduled changes PV believes are likely to have a material adverse impact on Customer's use of the Service. As a Multi-Tenant SAAS Vendor, PV reserves the right to make enhancements and other changes to the Service, including occasional deprecation and removal of certain features and functionality.)

If PV breaches any warranties in this Section 12.2, Customer's exclusive remedy and PV's sole obligation will be for PV to make commercially reasonable efforts to correct the non-conformity or, if PV is unable to correct the non-conformity within 30 days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any Service Edition Fees prepaid under such Order Form(s) that are unused as of the termination effective date.

12.3 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) PV AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY OTHER MATTER WHATSOEVER; AND (B) PV AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. PV AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY PV. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. PV IS NOT RESPONSIBLE FOR

DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY PV. Customer agrees that ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE neither contingent on the delivery of any future functionality or features, nor BASED on any oral or written comments regarding ANY future functionality or features.

12.4 CASL/CAN-SPAM/DIRECTIVE ON PRIVACY AND ELECTRONIC COMMUNICATIONS. Each party represents and warrants that it has and, in connection with its performance of this Agreement, shall comply with all laws applicable to it, including, without limitation, all laws and requirements related to anti-spam (also known in Canada as “CASL”, in the United States as “CAN-SPAM” and the European Union as “Directive on Privacy and Electronic Communications”), data privacy, international communications and the transmission of technical, personal or other data. Each Party shall promptly notify the other upon become aware that such notifying Party has been cited for violation, or alleged violation, of CASL, CAN-SPAM, the Directive on Privacy and Electronic Communications or equivalent. In addition, Customer covenants that, in relation to CAN-SPAM, CASL, Directive on Privacy and Electronic Communications or the equivalent, (i) Customer shall (a) notify PV on a regular basis, but no less than bi-annually, of any “unsubscribe” requests from its then-current and former tenants; and (b) maintain detailed and up to date records illustrating its compliance with CASL, CAN-SPAM and Directive on Privacy and Electronic Communications for five years following the end of each calendar year during the term of this Agreement. In addition, Customer agrees that PV may (at its option) identify Customer as a referral source with respect to commercial electronic messaging.

12.5 ANTI-SPAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE NATURE OF PV'S BUSINESS REQUIRES THAT PV PERIODICALLY SEND MESSAGES (E.G. NON-SUFFICIENT FUND NOTICES) COMPRISED OF BOTH COMMERCIAL ELECTRONIC MESSAGES AND NON-COMMERCIAL ELECTRONIC MESSAGES, TO CUSTOMER AND CUSTOMER'S CUSTOMERS. PV WILL SEND SUCH MESSAGES TO CUSTOMER AND CUSTOMER'S CUSTOMERS IN ACCORDANCE WITH CASL AND CAN-SPAM AS SET-OUT IN PV'S PRIVACY POLICIES APPEARING ON THE SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT PV HAS THE RIGHT TO SEND SUCH MESSAGES AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PV HAVE ANY LIABILITY, WHETHER IN CONTRACT TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THE SENDING OF SUCH MESSAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.

### 13) INDEMNIFICATION

13.1 By PV. PV will defend Customer, its Affiliates, shareholders, officers, directors and employees from and against any claims asserted by a third party based on an allegation that use of the Service in accordance with this Agreement and the applicable Order Form(s) or

SOW infringes a copyright in any country or a patent registered in Canada, the United States or a member state of the European Union (collectively, "Claims"). PV will also indemnify Customer and its Affiliates, officers, directors and employees by paying all damages, costs and expenses (including reasonable legal fees and costs) finally awarded by a court of competent jurisdiction, or agreed in a written settlement agreement signed by PV, arising out of such Claims.

If (a) any aspect of the Service is found by a court or, in PV's reasonable opinion is likely to be found by a court, to infringe upon a third party Intellectual Property Right, or (b) the continued use of the Service is enjoined, PV will promptly and at its own expense: (i) obtain for Customer the right to continue using the Service in accordance with this Agreement and the applicable Order Form(s); (ii) modify the item(s) in question to no longer be infringing; or (iii) replace such item(s) with a non-infringing functional equivalent. If, after all commercially reasonable efforts, PV determines in good faith that options (i), (ii) and (iii) are not feasible, PV will remove the infringing item(s) from the Service and refund to Customer on a pro rata basis any Fees paid by Customer for such infringing element(s) that are unused as of the removal date.

PV will have no obligation or liability for any Claim under this section to the extent arising from: (x) the combination, operation or use of the Service with any product, device, software or service not supplied by PV to the extent the combination creates an infringement; (y) the unauthorized alteration or modification by Customer of the Service, or (z) PV's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services to the extent the Claim is based on such compliance.

13.2 By Customer. Customer will defend PV, its Affiliates, shareholders officers, directors and employees from and against any claims asserted by a third party based on (a) a breach by Customer of Sections 4.2 or 4.3 of this Agreement, or (b) the processing of Customer Data in accordance with this Agreement (except to the extent such claims are covered by the indemnity provided by PV under Section 13.1 above). Customer will also indemnify PV and its Affiliates, officers, directors and employees by paying all damages, costs and expenses (including reasonable legal fees and costs) finally awarded by a court of competent jurisdiction, or agreed in a written settlement agreement signed by Customer, arising out of the third party claims described in this section.

13.3 Requirements for Indemnification. Each Party's respective defense and indemnity obligations under Sections 13.1 and 13.2 are contingent upon the other Party: (a) promptly giving notice of the Claim to the defending/indemnifying Party once the Claim is known; (b) giving the defending/indemnifying Party sole control of the defense and settlement of the Claim and not compromising or settling the Claim without the defending/indemnifying Party's approval provided that the defending/indemnifying Party must not settle such claim unless the settlement is agreed to by the other Party; and (c) making a reasonable effort to provide appropriate information and cooperation to the defending/indemnifying Party in connection with the Claim.

EXCEPT AS OTHERWISE SET OUT IN THIS AGREEMENT AND SUBJECT TO SECTION 14, THE FOREGOING ARE THE DEFENDING/INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, IN CONNECTION WITH THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 13.

#### 14) LIMITATION OF LIABILITY

14.1 SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR SUMS DUE TO PV UNDER APPLICABLE ORDER FORMS AND SOW, AND EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS), 4.3 (CUSTOMER PCI RESPONSIBILITIES), 13 (INDEMNIFICATION), AND WITH RESPECT TO ILLEGAL ACTS TAKEN BY CUSTOMER, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT MAY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

#### 15) CONFIDENTIALITY

15.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person should understand to be confidential based on the nature of the information and materials and all other relevant factors. Customer's Confidential Information includes, without limitation, the Customer Data and Customer's non-public business plans, and PV's Confidential Information includes, without limitation, all pricing terms offered to Customer under any Order Form or SOV, PV's non-public business plans, all non-public aspects of the PV Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

15.2 Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "**Purpose**"). The use of Confidential Information in an aggregated and anonymized manner that does not include personally identifiable information and/or personal information is not prohibited.

15.3 Permitted Disclosures and Obligations. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement

(each Party is fully responsible for its respective Affiliates', contractors', agents' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Further, neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors, agents and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

15.4 Exclusions. Recipient's obligations under Section 15 will not apply to any Discloser Confidential Information that Recipient can prove: (a) is or becomes part of in the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without use of any Discloser Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of any confidentiality obligation. A disclosure by Recipient of any Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party under this Agreement will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives Discloser prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

15.5 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, commercially reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

15.6 Export. Exchange of Confidential Information under this Agreement is subject to all applicable laws and regulations. Except to the extent permitted by a separate agreement, the Parties will not disclose any information requiring an authorization to be exported.

15.7 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 15 will remain in effect for the term of this Agreement and for three years after any expiration or termination of this Agreement.

## 16) GENERAL

16.1 Governing Law. This Agreement is intended to be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the appropriate courts of the Province of Ontario or Canada sitting in Toronto, Ontario.

16.2 Assignment. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this Agreement, to any third party without the other Party's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOW (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of all or substantially all of its assets, or other change of control, or (b) to its Affiliate. Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

In the event of such a permitted transfer by Customer, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms and SOW prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein).

Notwithstanding anything to the contrary in this section, in the event of any permitted transfer by Customer under this section to a direct competitor of PV, PV will have the right to terminate this Agreement (including all associated Order Forms and SOW) for cause under Section 6.5. In the event of such a termination, Customer shall not be granted the opportunity to remedy such breach and PV will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date.

16.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be

excused for the resulting period of delay or inability to perform until such time as the conclusion of the Force Majeure.

16.4 Marketing. PV is permitted to identify Customer as a PV customer on PV's website and marketing materials. Within 30 days after Customer goes live on the Service, (a) Customer and PV will issue a mutually agreed joint public announcement, and (b) Customer will also reasonably consider serving as a reference for PV. Customer further agrees that "Powered by Property Vista" or a similar PV mark may appear in invoices, quotes, hosted payment pages, hosted checkout pages, and similar outputs generated through Customer's use of the Service.

16.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

16.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. In addition with respect to all notices, Customer may email PV at [billing@propertyvista.com](mailto:billing@propertyvista.com), and PV may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

16.7 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any PV employee, representative or agent in connection with this Agreement. Customer will use reasonable efforts to promptly notify PV at [privacy@propertyvista.com](mailto:privacy@propertyvista.com) if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

16.8 Government Users. If Customer is a U.S. government entity, or this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that the Service constitutes software and documentation provided as "Commercial Items" under 48 C.F.R. 2.101 and developed solely at private expense, and are being licensed made accessible to U.S. government users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

16.9 Execution. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

16.10 Entire Agreement. This Agreement, together with any applicable Order Forms and SOW (including any other terms referenced in any of those documents), comprises the entire

agreement between Customer and PV regarding the subject matter of this Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

16.11 The Service. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods.

16.12 Amendments. In the event that PV amends this Agreement, PV shall notify Customer in writing and such amendment shall be deemed accepted by Customer and effective upon commencement of the next Renewal Service Term.

16.13 Language. The parties hereby confirm their express agreement that this Agreement and all documents directly or indirectly related thereto be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLANTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGES EN LANGUE ANGLAISE.

## 17) DEFINITIONS

As used in this Agreement:

**"Affiliate"** means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

**"Business Day"** means Monday through Friday, based on the time zone of PV's primary place of business.

**"API Sandbox Tenant"** means a Non-Production Tenant identified as an "API Sandbox Tenant" (or its equivalent, if renamed) on an applicable Order Form.

**"Content"** means the audio and visual information, documentation, software, products and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information.

**"Customer Data"** means any data, information or material received by the Service from Customer or Customer's Users in the course of accessing or using the Service.

**"Intellectual Property Rights"** means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide.

**“Non-Production Tenant”** means a Tenant the use of which is restricted to processing non-production data solely for evaluation and/or testing.

**“Normal Communication Channels”** means the online channels through which PV normally communicates important information to its customers, e.g., PV’s online Knowledge Centre and community site, and/or the email address(es) provided by Customer.

**“Production Tenant”** means a Tenant that Customer is permitted to use to process live data for production use in accordance with the applicable Order Form.

**“Privacy Laws”** means all European Union member country, Canada and U.S. laws and regulations regarding data privacy and transmission of personal data that apply to PV’s provision of the Service to Customer (e.g., storing and processing Customer Data), including, without limitation, Articles 25(1) and 26(1) of EU Directive 95/46/EC of 24 October 1995;

**“PV Technology”** means all of PV’s and its licensors’ proprietary technology that PV makes available to Customer as part of or in connection with the Service (including, without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

**“PV’s Normal Support Channels”** means PV’s online support portal, PV’s online community site, located at [support.propertyvista.com](http://support.propertyvista.com) and emails sent to the contact duly designated by Customer.

**“Service”** means PV’s online subscription service (e.g., for subscription billing management and analytics), accessible via <http://www.PropertyVista.com> and/or another Web site or IP address designated by PV, which PV provides to Customer under an Order Form, as further described at <https://knowledgecenter.PV.com?cid=EDI-0001>. **“Service”** also includes all components of PV’s online subscription service, and all Content and PV Technology provided by PV in connection therewith.

**“SOW”** means Statement(s) of Work, Work Authorization(s) or other contract(s) under which PV provides its Professional Services, if any.

**“User(s)”** means Customer’s customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service.

**“Tenant”** means a single, discrete operational environment within PV’s SaaS environment in which Customer may use the Service.

#### **Exhibit A**

## 1) SUPPORT AND SERVICE LEVEL AGREEMENT

This is Exhibit A to PV's Master Subscription Agreement (the "**Agreement**"). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

- **SUPPORT CONTACTS, PV COMMUNITY & CUSTOMIZATIONS**

For support (or the equivalent, if renamed), Customer will appoint up to one designated support contact person knowledgeable regarding the Service for purposes of contacting PV's support team about technical support issues with the Service, including reporting such issues via PV's designated support portal / channel. Further support contacts can be added for a fee and will be negotiated in the SOW or Order Form.

- **SUPPORT FOR PV NON-PRODUCTION TENANTS (FOR ALL CUSTOMERS AND ALL EDITIONS)**

For all support issues relating to PV Non-Production Tenants, PV will make commercially reasonable efforts to respond promptly (via PV's Normal Support Channels, defined below) to all tickets submitted through PV's designated support portal/channel, in any event within two Business Days after receipt. If PV fails to meet this response time commitment, Customer's exclusive remedy and PV's sole obligation will be: (a) for PV to make commercially reasonable efforts to respond promptly after Customer notifies PV that it failed to meet this response time commitment; and (b) if PV fails to meet this response time commitment five times during any three-month period, for Customer to terminate the applicable Order Form and receive a refund, on a *pro rata* basis, of any Fees paid for the Non-Production Tenant(s) that are unused as of the termination effective date.

No Service Level or Service Credit commitments apply to Non-Production Tenants.

## 3) SUPPORT FOR PRODUCTION TENANTS

**For all support issues relating to PV Production Tenants, PV will make commercially reasonable efforts to respond promptly (via PV's Normal Support Channels) to all tickets submitted through PV's designated support portal / channel, in any event within two Business Days after receipt. If PV fails to meet this response time commitment, Customer's exclusive remedy and PV's sole obligation will be: (a) for PV to make commercially reasonable efforts to respond promptly after Customer notifies PV that it failed to meet this response time commitment; and (b) if PV fails to meet this response time commitment three times during any three-month period, for Customer to terminate the applicable Order Form and receive a refund, on a *pro rata* basis, of any Fees paid for the Production Tenant(s) that are unused as of the termination effective date.**

No Service Level or Service Credit commitments apply to the Production Tenants.

**4) SUPPORT FOR PRODUCTION TENANTS – PV STARTER, ADVANTAGE AND PREMIUM EDITIONS**

**PV will provide the following technical support for all Production Tenants:**

1. For all support issues relating to PV Production Tenants, PV will respond as follows:

**ISSUE SEVERITY LEVEL\*RESPONSE COMMITMENT\*\***  
 045 minutes(seven days per week)  
 1Four Hours(seven days per week)  
 2Ten Hours(seven days per week)  
 3Two Business Days

*\*The Issue Severity Levels are defined below.*

*\*\*Response Commitment is the maximum time within which PV will respond (via PV's Normal Support Channels) to each support issue reported by Customer.*

**(a) Issue Severity Level Definitions**

**Severity Level 0 (Service Unavailability):** Customer experiences complete loss of Service, meeting the definition of “Unavailable” below.

**Severity Level 1 (Severe Issues):** Customer experiences a severe defect or configuration issue with the Service that materially impacts Customer’s business in a negative way (excluding Service failures that qualify as Severity Level 0).

**Severity Level 2 (Delayed Performance):** Customer experiences transactional and operational slowness in the Service (excluding Service issues that qualify as Severity Level 0 or 1).

**Severity Level 3 (Routine Requests):** Routine Service support requests relating to issues that don’t qualify as Severity Level 0, 1 or 2.

**(b) Assignment of Severity Levels**

PV will determine the Severity Level assigned to each support issue in its reasonable discretion taking into consideration the Severity Level input by Customer.

**(c) Remedies for Breach of Response Time Commitments**

If PV fails to meet the response time commitments in Table 1 above, Customer’s exclusive remedy and PV’s sole obligation will be: (a) for PV to make commercially reasonable efforts to respond promptly after Customer notifies PV that it failed to meet the relevant response time commitment; and (b) if PV fails to meet the relevant response time commitments three times during a calendar quarter, for Customer to terminate the applicable Order Form and receive a refund, on a *pro rata* basis, of any Fees paid for the Production Tenant(s) that are unused as of the termination effective date.

● **SERVICE LEVELS & SERVICE CREDITS:**

5.1 Service Levels. PV covenants that the Service will generally be available 98% of the time, except as provided below. General availability will be calculated per calendar quarter, as follows:

$$[(\text{total} - \text{non-excluded} - \text{excluded}) * 100] > 98\%$$

total – excluded

Where:

- total = the total number of minutes for the quarter
- non-excluded = downtime that is not excluded
- excluded definition to follow in point 2
- Any unavailability caused by a Force Majeure Event
- Exclusions listed “Exclusions From Uptime” below

For any partial calendar quarter during which Customer subscribes to the Service, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability for some specific features or functions within the Service, while others remain available, will not constitute unavailability of the Service, so long as the unavailable features or functions are not, in the aggregate, material to the Service as a whole.

5.2 Exclusions from Uptime Percentage. Notwithstanding anything to the contrary in this Exhibit, any Service Unavailability issues resulting from any of the following will be excluded from calculation of Uptime Percentage:

- Any period of unavailability lasting less than 15 minutes.
- Regularly scheduled maintenance of the Service that does not exceed six hours per three-month period and is communicated by PV at least eight hours in advance via PV’s Normal Support Channels. (PV typically schedules such regularly scheduled maintenance once per month).
- Any failures of the PV Standard and Custom Reporting Services.
- Any issues with a third party service to which Customer subscribes (e.g. a payment gateway).
- Any problems not caused by PV that result from (i) computing or networking hardware, (ii) other equipment or software under Customer’s control, (iii) the Internet, or (iv) other issues with electronic communications.
- Any unavailability caused by a Force Majeure Event.
- PV’s suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form.

- Exceeding PV's published Concurrent Request Limits.
- Software that has been subject to unauthorized modification by Customer.
- Negligent or intentional misuse of the Service by Customer.
- "Beta" or "limited availability" products, features and functions identified as such by PV.

Customer may elect to use certain billable PV Professional Services to resolve issues associated with the excluded areas listed in this subsection. Such Professional Services may require Customer to complete a network assessment, and/or give PV access to Customer's network, in order to diagnose the issue.

- **Service Credits/Termination**

If PV fails to meet 98% general availability of the Service for a calendar quarter, and this downtime significantly affected Customer's ability to use the System, Customer shall have the following options: Customer may receive credit for one half day of its PVS' subscription, in that quarter, for each two hours of general Service unavailability below 98%; or may terminate the Service. Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). If elected, the credits specified in this section shall be the sole remedy available to Customer for breach.

- **Service Credit Process or Termination**

To file a claim under this Exhibit, Customer must send an email to [billing@propertyvista.com](mailto:billing@propertyvista.com) with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number.
- Downtime information with dates and time periods for each instance of downtime during the relevant period.
- An explanation of the claim made under this Exhibit, including any relevant calculations.

Claims may only be made on a calendar quarter basis and must be submitted within 10 Business Days after the end of the relevant quarter, except for periods at the end of the Agreement that do not coincide with a calendar quarter, in which case Customer must make any claim within 10 Business Days after the termination of its Agreement.

All claims will be verified against PV system records. If any periods of downtime submitted by Customer are disputed, PVS will provide to Customer a record of Service availability for the period in question. PV will only provide records of system availability in response to good faith Customer claims.

## **8) General**

Any obligations of PV under this agreement shall become null and void upon any breach by Customer of the Agreement or this agreement, including any failure by Customer to meet payment obligations to PV.

## **EXHIBIT B**

### **Terms and Conditions for Equifax Canada Services**

#### **if Applicable via Order Form**

This Exhibit B applies if Customer is authorized to receive IDecision Searches under an Order Form in Canada

#### **1) DEFINITIONS**

Customer means the Customer described on page 1 of this Subscription Agreement who may also be referred to as subscriber in this Exhibit B and in such cases, “subscriber” will have the same meaning as Customer.

Equifax means Equifax Canada Inc.

Equifax Information means all information proprietary to Equifax and that Equifax or Reseller may provide to Customer in the course of performing IDecision Services as well as all in response to an IDecision Search (i.e., Reseller Reports), but not Input Data.

IDecision Search means a request submitted to Equifax to obtain the appropriate Reseller Report about an individual. The resulting Reseller Report will be either a Recommendation Report or a Long Form Report depending upon whether Customer is entitled to receive such Report under the Order Form to this Subscription Agreement.

IDecision Services means the services Equifax performs and supplies under this Exhibit B either directly or through Reseller, including providing Equifax Information and any documentation, software, support or ancillary services required to generate Reseller Reports.

Input Data means information provided to Equifax as part of an IDecision Search.

Long Form Report means that in addition to the Recommendation Report, the Customer will also receive the full Equifax credit file for the individual relevant to the report.

Recommendation Report means an “accept” or “decline” recommendation that will be provided to the Customer.

Reseller means PropertyVista Software Inc.

Reseller Report when used in this Exhibit B means both, the Recommendation Report and the Long Form Report. For clarity, a Customer may only receive Recommendation Reports or Long Form Reports from Reseller as further described in this Exhibit B.

## **2) SUPPLY OF IDECISION SERVICES**

- So long as the Customer complies with this Exhibit B, Equifax will assign the Reseller an access code for the Customer that will correspond to Customer's membership number, to use in order to access IDecision Services. The access code will permit Customer access only to the type of Reseller Report it is entitled to receive and the type of IDecision Search being conducted.
- The parties will cooperate and provide each other with information reasonably requested to facilitate the performance of this Exhibit B.
- Reseller gives Customer a non-exclusive, non-transferable, revocable license to use the IDecision Services and Reseller Reports under this Exhibit B.
- Customer grants Reseller and Equifax an exclusive, non-transferable, royalty-free license to use consumer and other information it discloses from time to time to enable the supply of Equifax's services under this Exhibit B. Equifax may add a note to each consumer's credit file showing that the Customer accessed it for credit adjudication purposes, and this note will be included in credit reports supplied to other persons. Additionally, such license shall extend to Equifax's use of the consumer and other information provided by Customer to create a new credit file for any consumer about whom it does not have a current credit file.
- The Customer shall use the IDecision Services only:
  - for its direct business and the permitted purposes under this Exhibit B; and
  - in a manner that complies with applicable laws, including Canadian federal and provincial laws.
- The Customer shall not:
  - resell, transfer, distribute or otherwise give any third party access to the IDecision Services or Reseller Reports;
  - assert any intellectual property right claim or other interest in the IDecision Services or Reseller Reports;
  - assign or otherwise transfer any of its rights to use the IDecision Services or Reseller Reports.
- The Customer shall:
  - obtain an individual's consent to disclose their personal information to Reseller and Equifax to use it to perform the IDecision Services, including keeping a record of the IDecision Search, before sending the individual's personal information to Reseller and Equifax;
  - take reasonable steps to confirm an individual's identity using another method before proceeding with a transaction with the individual if Equifax is unable to verify the

individual's identity for any reason, or returns a fraud alert, flag or other warning in response to an IDecision Search;

- keep all information, data and documentation relating to the IDecision Services, including any account codes and passwords used to access the IDecision Services and Output Data, secure and confidential;
- securely destroy or delete Output Data when it no longer has a need to keep it;
- provide the Reseller or Equifax with any relevant information and documents the Reseller or Equifax requests to respond to any question, investigation or audit by Reseller or Equifax under this Exhibit B;
- give the Reseller prompt notice of any change that occurs from time to time in the information it provided on its Customer Information Form; and
- comply with any changes made to this Exhibit B by Reseller or Equifax from time to time as a condition of its continued use of the IDecision Services.
- The Customer hereby consents to Equifax and the Reseller each sharing any information about the Customer's use of the IDecision Services with the other, even if that information is otherwise protected under a written agreement between the Customer and the Reseller.
- The Customer hereby represents and warrants that all information which the Customer provides to Reseller or Equifax shall be true, accurate and complete. In the event of any change in any such information, the Customer shall notify Reseller immediately in writing.
- The Customer shall use the IDecision Services and Reseller Reports solely in connection with an individual entering into or renewing a tenancy agreement with the Customer and for no other purpose. For greater certainty, the Reseller Reports and other information arising from the IDecision Services shall not be forwarded or shared with any third party. The Customer shall comply with all applicable provincial and federal laws regarding consumer credit or consumer identity protection, and must properly dispose of consumer information (additional information is found in Exhibit 1 to this Exhibit B. The Customer must have a permissible purpose and consumer consent to request consumer report information. Customer employees will not obtain any Equifax information on themselves or their associates or on any other person except in the exercise of their official duties as described above. The Customer will establish policies and procedures to comply with these requirements as well as with all other applicable federal and provincial laws. The Customer is prohibited from reselling Equifax information for any purpose including to individuals seeking information for their personal use.
- Without limiting the generality of the provisions contained in this Exhibit B, Customer acknowledges that the businesses described in Exhibit 2 to this Exhibit B cannot be provided Equifax information.
- The Customer acknowledges that Reseller may only serve the Customer if it has qualified as such in accordance with Equifax's requirements, which includes a thorough credentialing process, visual sight inspection (on-site, if applicable) and a

verified application for service which documents various items required by Equifax including:

- a valid business license or Harmonized Sales Tax (HST) Number;
- reasonable permissible purpose based upon the type of business, that is used for the purpose of determining an individual's eligibility for tenancy;
- business facilities and business security guidelines that are sufficient to provide appropriate security for the protection of Equifax sensitive information (subscriber codes, user IDs, passwords, etc.), or sensitive consumer information obtained. Such security will also keep any terminal(s), computers, laptops, handhelds or other equipment or hardware used to receive Equifax Consumer Information under controlled access; and
- the subscriber must be the end-user of the data. Equifax data may not be passed from the subscriber to any third party.
- The Customer acknowledges that the provisions of this Exhibit B may change from time to time in order to comply with Equifax's requirements, and the Customer agrees to comply with the provisions of this Exhibit B as so changed from time to time.
- Reseller may change the provisions of this Exhibit B at any time to comply with applicable law, and Customer must agree to comply with the change before delivery of any further Reseller Reports to Customer.

### **3) COMPLIANCE WITH LAWS, SECURITY AND AUDITS**

- Each party will, at its own cost, perform this Agreement in compliance with all applicable laws, including Canadian federal and provincial privacy and credit reporting laws.
- Customer will cooperate with all Reseller or Equifax investigations conducted in response to inquiries and requests received from individuals or regulatory agencies, including obtaining copies of relevant information and records from Customer.
- Customer will maintain adequate security measures, to protect the integrity and security of Equifax's data and systems.
- Reseller may only access Equifax information and Equifax systems in connection with the performance of this Agreement.
- Customer shall allow the Reseller or Equifax to conduct an audit of its practices, procedures and records from time to time to confirm the Customer's compliance with this Exhibit B:
  - in person at any time; and
  - by telephone, electronically or in writing at any time.
- Customer will provide all relevant information and documentation reasonably requested by Reseller or Equifax, in the course of an audit.

The Customer is expected to be prompt in response to these audits to avoid suspension of Customer's access to Equifax information. During an audit, the subscriber will be asked to provide documents which include support for two key points: (a) consumer information was obtained for the permissible purpose indicated in this Exhibit B; and (b) the consumer information was used by the subscriber as indicated. Documents that may be required include the original credit application and tenant application. Based on the results of an audit, Equifax or Reseller may take action with the subscriber that may include suspension or termination of service, and the subscriber acknowledges and agrees with any such action taken by Equifax or Reseller.

#### **4) WARRANTIES & DISCLAIMERS**

- Neither Reseller nor Equifax makes any representations, warranties or guarantees other than those expressly set out in this Exhibit B, and disclaims any implied warranty that the IDecision Services or Reseller Reports are merchantable or fit for a particular purpose.
- Neither Reseller nor Equifax warrants, guarantees or represents that the IDecision Services will be provided without interruption or errors.
- Because Reseller Reports are provided to Customer from various sources, Reseller cannot be an insurer or guarantor of the accuracy, completeness or reliability of the Reseller Reports and therefore neither Reseller nor Equifax makes any warranty, guarantee or representation in respect of the accuracy, reliability or completeness of same.
- Customer represents and warrants that:
  - it will obtain the necessary consents from, and make any required disclosures to, each applicant before disclosing the applicant's information to Reseller or Equifax; and
  - it will order the services under this Exhibit B only in compliance with applicable federal and provincial laws and regulations including without limitation, consumer credit reporting and privacy and protection of personal information laws and will use the services for no purpose other than a purpose permitted by this Exhibit B and applicable laws and regulations, and will hold the services' information in the strictest of confidence.
- Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those expressly set out in this Agreement. This Section 4 shall survive expiration or termination of this Exhibit B.

#### **5) SUSPENSION AND TERMINATION**

- Reseller may immediately terminate this Exhibit B or suspend provision of Reseller Reports and IDecision Services without incurring any fee, penalty or claim if Reseller finds, in its sole discretion, that Customer has breached any of the provisions of this Exhibit B. If Reseller is unable to provide IDecision Services or Reseller Reports for

any reason whatsoever, Reseller may terminate or suspend performance by it of this Exhibit B without incurring any fee, penalty or claim.

## **6) INDEMNITY**

- Customer will indemnify Reseller and Equifax for all costs, claims, demands and expenses (including legal fees) incurred as a result of any claim by any third party caused by or related to any breach of this Exhibit B by the Customer or the Customer's use of a Reseller Report or any IDecision Services, except to the extent that the costs, claims, demands and expenses were caused by Reseller's own fault, negligence or its breach. This Section shall survive expiration or termination of this Exhibit B.

## **EXHIBIT 1**

### Disposal of Consumer Information

#### **1) Definitions**

As used herein, the term "Consumer Information" shall mean any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.

"Dispose," "disposing," or "disposal" means: (a) the discarding or abandonment of consumer information, or (b) the sale, donation, or transfer of any medium, including computer equipment upon which consumer information is stored.

#### **2) Proper Disposal of Consumer Information**

- Any person who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.
- Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples:
- Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed.
- Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.

- After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule.
- For persons who maintain consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (b)(i) and (ii) of this section.

## **EXHIBIT 2**

### **Businesses that Cannot be Provided Equifax Information**

- Adult entertainment of any kind
- Business that operates out of an unrestricted location within a residence
- Attorneys or Law Firms (except collection attorneys, bankruptcy attorneys, or those attorneys who use reports solely for employment purposes)
- Bail bondsman, Check cashing, Credit counseling, Credit repair clinic or any type of company involved in credit repair activity
- Dating service
- Financial counseling
- Genealogical or heir research firm
- Massage service
- Company that locates missing children
- Pawn shop
- Private detectives, detective agencies or investigative companies except for employment purposes
- Individual seeking information for their private use
- Company that handles third party repossession
- Company or individual involved in spiritual counseling
- Subscriptions (magazines, book clubs, record clubs, etc.)
- Tattoo service
- Insurance Claims