

Master Subscription Agreement (MSA)

MSA-20261029

October 29, 2026

1. INTRODUCTION

This Property Vista Master Subscription Agreement ("**Agreement**") is entered into between Property Vista Software Inc. and the customer identified on the first Order Form between the Parties that references this Agreement ("**Initial Order Form**").

2. DEFINITIONS

Capitalized terms in this Agreement are defined in this Section 2 and elsewhere in this Agreement. As used in this Agreement:

2.1 "**Addendum**" is a document signed by PV and a Customer that refers to this Agreement and amends it for Customer.

2.2 "**Additional Fees**" is defined in Section 10.4 below.

2.3 **"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.

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

2.5 "**Aggregated Data**" is defined in Section 4.3 below.

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

2.7 "**Claim**" is defined in Section 15 below.

2.8 "**Confidential Information**" is defined in Section 17.1 below.

2.9 "**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.

2.10 "**Customer**" means the customer named in the Initial Order Form and any Affiliate of that customer identified to PV in writing as being subject to this Agreement.

2.11 "**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.

2.12 "**Discloser**" is defined in Section 17.1 below.

2.13 "**Effective Date**" of this Agreement means the effective date stated in the Initial Order Form.

2.14 "**Fees**" are defined in Section 10.1 below and include any Refused Payment Fee, any Manual Processing Fee, any Service Edition Fee and any Additional Fee.

2.15 "**Financial Account Data**" is defined in Section 7.4 below.

2.16 **"Force Majeure**" is defined in Section 19.3 below.

2.17 "**Goodwill Credits**" are defined in Section 10.8 below.

2.18 "**including**" means "including, without limitation".

2.19 "**Initial Service Term**" is defined in Section 8.5 below.

2.20 "**Intellectual Property Rights**" means any and all copyrights, design rights, trademarks, trade secrets and confidential information, patent rights, and other proprietary rights, which may subsist anywhere in the world, whether registered or unregistered, including all applicable applications for registration or issuance, all applicable priority and convention rights, and all rights to file any such applications.

2.21 "**Manual Processing Fee**" is defined in Section 10.2 below.

2.22 "**Non-Production Tenant**" means a Tenant which is restricted to being used to process non-production data solely for evaluation and/or testing.

2.23 "**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.

2.24 "**Normal Support Channels**" means PV's online support portal, PV's online community site (located at support.propertyvista.com), and emails sent to the contact designated by Customer.

2.25 "**Order Effective Date**" is defined in Section 10.3 below.

2.26 "**Order Form**" includes all written documentation (including the Initial Order Form, Contract Agreements and Sales Orders) that is signed by both Parties, or signed by Customer and accepted by PV under Section 9.4, by which Customer agrees to license specific Services from PV pursuant to this Agreement.

2.27 "**Party**" means either Customer or PV, and "**Parties**" means both Customer and PV collectively.

2.28 "**PCI DSS**" is defined in Section 6.3 below.

2.29 "**PO**" is defined in Section 9.2 below.

2.30 "**Privacy Laws**" means all European Union member countries, Canada and U.S. laws and regulations regarding data privacy and transmission of personal data that apply to PV's provision of the Service or Professional Services to Customer.

2.31 "**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.

2.32 "**Purpose**" is defined in Section 17.2 below.

2.33 "**Professional Services**" is defined in Section 13 below.

2.34 "**PV PS Materials**" is defined in Section 13 below.

2.35 "**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).

2.36 "**PV**" means Property Vista Software Inc. and includes PV's Affiliates.

2.37 "**Recipient**" is defined in Section 17.1 below.

2.38 "**Refused Payment Fee**" is defined in Section 10.2 below.

2.39 "**Renewal Service Term**" is defined in Section 8.6 below.

2.40 "**Service**" means any of PV's online subscription services (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 agrees in an Order Form to license to Customer, and includes all components of PV's online subscription services, and all Content and PV Technology provided by PV to Customer.

2.41 "**Service Edition Fees**" are defined in Section 10.3 below.

2.42 "**Service Term**" is defined in Section 8.6 below.

2.43 "**SOW**" means any Statement of Work, Work Authorization or other contract under which PV provides Professional Services to Customer.

2.44 "**Tenant**" means a single, discrete operational environment within PV's SaaS environment in which Customer may use the Service.

2.45 "**User**" means Customer and Customer's customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service.

3. DOCUMENTS AND ORDER-OF-PRECEDENCE

This Agreement, the Initial Order Form, any Addendum and any and all subsequent Order Forms agreed to pursuant to this Agreement govern Customer's access to and use of a Service, and any and all SOWs govern any Professional Services PV provides to Customer. In the event of any direct conflict between the terms of this Agreement, any Order Form, and/or any SOW, the following order-of-precedence shall apply:

3.1 An Addendum takes precedence and prevails over this Agreement, any Order Form and any SOW, but solely with respect to the subject matter of the Addendum. An Order Form or SOW changes an Addendum only if it is signed by both Parties and expressly states that it amends that Addendum;

3.2 A SOW takes precedence and prevails over Order Forms solely with respect to the subject matter of the SOW;

3.3 Order Forms and SOWs take precedence and prevail over this Agreement solely with respect to their respective subject matter; and

3.4 Between Order Forms, a later Order Form takes precedence and prevails over an earlier Order Form solely with respect to the subject matter of the later Order Form, except that an Order Form changes an Addendum only as set out in Section 3.1.

4. OWNERSHIP OF SERVICE & CUSTOMER DATA

4.1 Ownership of the Service.

The Service is the property of PV, and is protected by all laws including 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 of the Service and any derivative works created using the Service. Customer's license to use the Service is limited to the rights expressly granted in this Agreement, any applicable Order Form and any applicable SOW. All rights not expressly granted to Customer are reserved and retained by PV.

4.2 Ownership of Customer Data.

As between Customer and PV, all Customer Data is the property of Customer, and Customer retains any and all rights, title and interest in and to the Customer Data, subject only to any right granted to PV by any privacy policies or other documents which appear on the Service to use specified information.

4.3 Aggregated Data Use.

PV owns all aggregated and statistical data derived from the operation of the Service, including 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**"), and PV may use or disclose the Aggregated Data for any purposes as long as such Aggregated Data does not reveal the identity, whether directly or indirectly, of any individual.

5. 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 19.2 below), 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 Forms and any SOW. Customer's license to use the Service is limited to a single Production Tenant and a single API Sandbox Tenant (where API Sandbox Tenant is applicable) unless additional Tenants are stated in an applicable Order Form.

6. USE OF SERVICE

6.1 Customer Responsible for User Accounts and Passwords.

Customer is responsible for all activity occurring under all User accounts, and must comply with all applicable laws and regulations in connection with use of the Service. If Customer becoming aware of any unauthorized use of any User password or account, any breach of security of the Service, or any unauthorized copying, distribution or other misuse of any aspect of the Service, Customer must notify PV promptly and immediately take reasonable steps at its own expense to prevent any further such unauthorized use, breach of security, copying, distribution or misuse.

6.2 Use Restrictions.

Customer must not, without PV's prior written consent, cause or permit the:

- 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 Users 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;

- creation of any modifications or derivative works of the Service;

- reverse engineering, disassembling, decompiling or decoding of the Service or the taking of any steps intended or having the effect of deriving or discovering any of the technologies or Confidential Information, including trade secrets making up or inherent to the Service;

- 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);

- interference with or disruption of the integrity or performance of the Service or the Customer Data and/or Customer Content contained in the Service (for example, via unauthorized benchmark testing or penetration testing);

- sending, storing or use of any Customer Data and/or Customer Content for which Customer lacks sufficient ownership or other rights;

- sending of spam or otherwise duplicative or unsolicited messages in violation of applicable law;

- sending or storing 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

- 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.

6.3 Customer PCI Responsibilities.

If Customer processes any credit card information using the Service, Customer will:

- comply with its responsibilities under the Payment Card Industry Data Security Standard ("**PCI DSS**");

- implement and maintain commercially reasonable security measures to protect all cardholder data in Customer's possession or control; and

- not take any action in connection with using the Service that may place PV in non-compliance with the PCI DSS (for example, storing cardholder data in any custom fields of the Service).

6.4 License Additions.

If Customer wishes to add a property or properties to an existing Order Form, it shall either add a property through the PV portal made available to Customer or shall provide to PV the details of such property or properties and the Order Form to which it wishes such properties to be added. In either case, PV shall, in its sole discretion and for any or no reason, either accept or reject the proposed addition by notifying Customer by email. In the event that PV accepts the proposed addition, the terms and conditions of the specified Order Form (including Term, Fees, renewal terms, etc.) shall be expanded to include the additional properties on the same terms and conditions then in effect under the Order Form.

6.5 Sale or Disposal of Properties.

If a property which is the subject of an Order Form is sold by Customer during the Term of the Order Form, or if Customer's management agreement in respect of a property which is the subject of an Order Form is terminated or expires during the Term of the Order Form, then:

- Customer shall immediately upon learning of the acceptance of an offer to sell the property, or upon receiving notice that its management agreement will be terminated or will expire, notify PV in writing of the date of the sale, termination or expiry.

- Customer is liable to pay the greater of (1) the Fees for that property for the remainder of the then-current Service Term, and (2) three (3) months of Fees for that property.

The Fees set out above shall be payable immediately on the date of such sale, termination or expiry, and the Order Form shall only be terminated in respect of such property upon payment by Customer of the Fees set out above. Other than the Fees set out above, Customer shall have no liability for Fees relating to such property for any remaining portion of the Term.

PV will waive the Fees payable under this Section 6.5 for a property if, within sixty (60) days after the date of the sale, termination or expiry, the purchaser or new manager of that property signs an Order Form with PV for that property for a term ending no earlier than the end of Customer's then-current Service Term.

6.6 Equifax Services.

If Customer is authorized under an Order Form to receive IDecision Reports from Equifax through PV, the terms and conditions of the use of the IDecision service found here will form part of this Agreement and be binding on Customer.

7. PRIVACY, SECURITY, CONTINUITY & SUPPORT

7.1 Compliance with Privacy Laws.

PV will use Customer Data only as permitted by Privacy Laws and this Agreement. 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 center 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 8.2 and 8.7 below upon at least 30 days prior written notice to the other Party. In the event of a termination contemplated by this Section 7.1, Customer's sole remedy, and PV's sole obligation, will be for PV to promptly refund to Customer on a pro rata basis any unused prepaid fees under any Order Forms and/or SOWs that are in effect as of the effective date of termination.

7.2 Anonymization and Aggregation of Customer Information

PV will in the course of its business anonymize, deidentify, and/or aggregate Customer Information so as to remove any personal identifying information in accordance with Privacy Laws. Such anonymized, deidentified, and/or aggregated data: (i) may be used by PV for its own business purposes, including providing the Service, operating its business, and for planning and analysis; and (ii) may be disclosed to third parties for their use in operating their businesses and for planning and analysis.

PV commits to not attempt to de-anonymize or re-identify any individual or their information from any such anonymized, deindentified, and/or aggregated data.

7.3 Security of the Service.

PV's data security program for the Service will:

- include reasonable security measures to protect against unauthorized access to, or alteration or deletion of, any Customer Data and/or Customer Content; and
- comply with PCI DSS.

Customer acknowledges that no information or communications systems can offer complete protection from loss or unauthorized access to data which is stored in the Service or communicated to or from PV. Customer agrees that PV will not be responsible or liable for any deletion, correction, damage, destruction or loss of Customer Data and/or Customer Content that does not arise from a significant breach by PV of its security obligations under this Agreement.

7.4 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. No export or transfer of Customer's accounting or financial data that is stored on the Service ("**Financial Account Data**") is permitted unless authorized by a separate written agreement between the Parties.

7.5 Business Continuity & Disaster Recovery.

PV will maintain and implement throughout the term of this Agreement reasonable business continuity and disaster recovery plans to help ensure availability of the Customer Data and/or Customer Content following any significant interruption or failure of critical business processes or systems affecting the Service.

7.6 Support & Service Level Agreement.

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

8. TERM & TERMINATION

8.1 Term of Agreement.

This Agreement will commence on the Effective Date stated in the Initial Order Form and continue in effect until all Order Forms and all SOW expire or are terminated in accordance with Section 8.7 below or any other provision of this Agreement providing for the termination of an order Form or SOW.

8.2 Termination of Agreement.

Neither Party may terminate this Agreement except as expressly permitted in this Agreement or any other written agreement between the Parties.

8.3 Survival After Termination or Expiry of Agreement.

Sections 3, 4, 6.2, 7.2, 8.3, 8.6, 10, 11, 12, 14.3, 15, 16, 17, 18 and 19 of this Agreement will survive any expiration or termination of this Agreement. Any 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.

8.4 Voice Data and Customer Data Retention.

PV shall retain all voice recordings for thirty (30) days after they are recorded. All other Customer Data will be retained for at least seven (7) years from the date such data is recorded on the System. In the event that this Agreement is terminated or expires, PV shall delete all Customer Data and/or Customer Content on the System after ninety (90) days from the termination date but will allow Customer reasonable access to such Customer Data and/or Customer Content to permit it to be downloaded before it is deleted.

8.5 Initial Service Term of Order Forms.

The Initial Order Form will specify the Effective Date and end date of the initial term ("**Initial Service Term**"). Each subsequent Order Form shall also specify an Initial Service Term for the Service license granted in that Order Form.

8.6 Renewal Service Terms.

This Section 8.6 shall apply unless otherwise set forth in an applicable Order Form, or unless an Order Form has been previously terminated in accordance with Section 8.7 below. Upon expiration of the Initial Service Term or any Renewal Service Term of any Order Form, the Order Form will renew automatically for a subsequent renewal term of twelve (12) months ("**Renewal Service Term**") on the same terms (subject to Section 9.3 below) unless either Party notifies the other Party in writing, at least thirty (30) days 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**".

8.7 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 thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

8.8 Effect of Termination of Order Forms or SOW.

If an Order Form or SOW is terminated in accordance with Section 8.7 above, all terms of such Order Forms or SOW that reasonably should survive such termination will survive, including Customer's payment obligations.

9. ORDER PROCESS

9.1 Services Via Order Forms and Professional Services Via SOW.

Customer may request a license to use the Service via one or more Order Forms and may request the PV provide Professional Services via one or more SOW. PV shall have no obligation to accept any such requests.

9.2 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 by PV to object to such terms and conditions.

9.3 Modification of Fees Upon Renewal.

Unless otherwise set forth in an applicable Order Form, the Fees payable to PV for the Service shall automatically increase by ten percent (10%) upon commencement of the next Renewal Service Term pursuant to that Order Form. If PV wishes to increase the Fees payable for an upcoming Renewal Service Term by more than ten percent (10%), PV will notify Customer in writing of the proposed increase in Fees at least thirty (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), the Fee increase specified by PV shall go into effect on the commencement of the Renewal Service Term.

9.4 Acceptance of Order Forms.

An Order Form signed by Customer is binding on both Parties once PV accepts it. PV accepts an Order Form by signing it, by confirming its acceptance to Customer in writing (including by email), or by starting to provide the Services it describes, whichever happens first; a PV signature is not required. Each Order Form signed by Customer before the date of this version of this Agreement that PV accepted by providing the Services it describes is an Order Form under this Agreement.

9.5 Adding Services, Products and Properties.

Without limiting Section 6.4, Customer may add Services, products, properties or Users at any time by signing an Order Form, including a Sales Order, that refers to this Agreement. Once accepted under Section 9.4, each such Order Form forms part of this Agreement at the prices and on the terms it states (or, where it states none, at the prices in Customer's then-current Contract Agreement), without any amendment to this Agreement.

10. FEES & PAYMENT

10.1 Payment Details.

Customer must pay all Fees in accordance with this Agreement and each 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.
- PV may send periodic invoices setting out the Fees payable by Customer by email to Customer's designated billing contact, but is not obliged to do so.
- Customer must pay all Fees due under all current Order Forms and SOWs on the due dates specified in such Order Forms and SOWs whether or not PV sends an invoice to Customer.
- All payments must be paid in the currency indicated on the Order Form.

10.2 Payment Methods

Customer must pay all Fees via credit card or electronic money transfer (e.g., EFT/ACH) and provide to PV all necessary banking information to permit all Fees to be paid on each due date. PV can process any such electronic payment on the due date specified in the applicable Order Form or SOW. PV is not responsible for any delays or errors in payment processing that may be caused by Customer's issuing bank or payment processor. If there is a refusal of Customer's credit card provider or financial institution to make the transfer requested by PV, Customer shall, immediately upon being notified by PV of such refusal, provide to PV by courier or registered mail a certified cheque or bank draft in the amount of the refused payment, plus CDN$100 (a "**Refused Payment Fee**").

PV shall not be required to accept any Fee payment made by cheque, cash or wire payment. If PV decides, in its sole discretion, to accept a payment by cheque or cash, Customer agrees that a Manual Processing Fee of CDN$45 will be added to the next payment due from Customer. If PV decides, in its sole discretion, to accept a wire transfer payment of Fees from customer, Customer agrees that a Manual Processing Fee of CDN$45 will be added to the next payment due from Customer. The amount of the above Manual Processing Fees may be changed at any time by PV by providing Customer with ten (10) days advance written notice and in addition will be increased in accordance with Section 9.3 above for any Renewal Service Term.

10.3 Service Edition Fees

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 charges fees for use of the Service beginning on the Order Effective Date stated in the applicable Order Form. PV will invoice Customer for Service Edition Fees thirty (30) days prior to the start of each period following the applicable Initial Service Term; and (b) Customer will pay the applicable additional Service Edition Fees if Customer's use of the Service exceeds the transaction volume specified

in the applicable Order Form. Such additional Service Edition Fees will be invoiced monthly in arrears, and will be payable immediately upon PV sending Customer the applicable invoice by email

10.4 Additional Fees.

PV may charge Customer fees for additional services rendered by PV and for fees incurred by PV in the course of rendering the Service, including but not limited to, registration fees, government fees and fees charged by third party services or products ("**Additional Fees**"). Such Additional Fees will be invoiced monthly in arrears, and will be payable immediately upon PV sending Customer the applicable invoice by email.

Where Customer asks for a telephone number initiated by PV for the Customer to be ported to another telecommunications provider, Customer shall pay PV an Additional Fee of CDN$45 per number ported.

10.5 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 as an Additional Fee unless Customer provides PV a valid tax exemption certificate authorized by the appropriate taxing authority.

10.6 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 thirty (30) days after any changes, via email to PV's at 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).

10.7 Consequences of Non-Payment.

If Customer fails to make any payments required under this Agreement and any Order Form or SOW, then, in addition to any other rights PV may have under this Agreement or applicable law:

- Customer will pay PV monthly interest of 1.5% per month on any outstanding balance owing as of the beginning of each month, or the maximum interest 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 any outstanding amounts; and

- PV reserves the right to suspend Customer's access to the Service if any amount owing by Customer remains unpaid for thirty (30) days after PV sends a delinquency notice to customer via email to Customer's billing contact. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension due to Customer's ongoing outstanding Fees and/or interest.

10.8 Goodwill Credits.

PV may, in its sole discretion, issue credits that this Agreement does not require ("Goodwill Credits"). A Goodwill Credit applies only to the Customer and property for which it was issued, may be used only against future Fees for that property, has no cash value, and is not transferable or refundable. Goodwill Credits lapse on the earliest of (a) the date the property ceases to be covered by Customer's Order Form, including on a sale or transfer of the property, (b) expiry or termination of the applicable Order Form, and (c) any expiry date PV states when issuing them. Issuing a Goodwill Credit does not waive any of PV's rights or oblige PV to issue further credits.

11. 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.

12. 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, Payroc, Transunion, Twilio, Mandrill, Amazon Web Services and/or an Internet Web browser), such products and services may require Customer to agree to separate terms. Customer acknowledges that these services may be provided from the United States of America or other jurisdictions. 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.

13. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from PV relating to the Service ("**Professional Services**") not provided for in an applicable Order Form, the Parties will mutually execute one or more separate SOWs 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 SOWs:

- 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).

14. WARRANTIES & DISCLAIMERS

14.1 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.

14.2 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 Forms 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 14.2, 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 thirty (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.

14.3 Warranty Disclaimers.

EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) PV MAKES 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 DOES 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.

14.4 CASL/CAN-SPAM/ePD.

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 Canada's antispam legislation ("**CASL**"), in the United States as the Controlling the Assault of Non-Solicited Pornography And Marketing Act ("**CAN-SPAM**") and the European Union as the **Privacy and Electronic Communications Directive** (ePD)), data privacy, international communications and the transmission of technical, personal or other data. Each Party shall promptly notify the other upon becoming aware that such notifying Party has been cited for violation, or alleged violation, of CASL, CAN-SPAM, ePD. or equivalent. In addition, Customer covenants that, in relation to CAN-SPAM, CASL, ePD 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 ePD 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.

14.5 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.

15. INDEMNIFICATION

15.1 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, shareholders, 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 arising in whole or in part from: (i) 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; (ii) the unauthorized alteration or modification of the Service by Customer, or (iii) PV's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services.

15.2 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 either or both Section 6.2 or Section 6.3 above, (b) a breach of Customer's obligations under this Agreement, an Order Form or a SOW, (c) a breach of Customer's representations and warranties under this Agreement, an Order form or a SOW or (d) 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 15.1 above). Customer will also indemnify PV and its Affiliates, shareholders, 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 15.2.

15.3 Requirements for Indemnification.

Each Party's respective defense and indemnity obligations under Sections 15.1 or 15.2 above 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 16 BELOW, THE OBLIGATIONS AND REMEDIES SET OUT IN THIS SECTION 15 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 15.

16. LIMITATION OF LIABILITY

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 6.2, 6.3, OR 15, 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 SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

17. CONFIDENTIALITY

17.1 Definitions.

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 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.

17.2 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**"), provided that the use of any Confidential Information which consisted of personal information about identifiable individuals but has been aggregated and/or anonymized is not prohibited.

17.3 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 compliance with this Agreement by its respective Affiliates, contractors, agents and consultants). 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.

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 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.

17.4 Exclusions.

Recipient's obligations under this Section 17 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.

17.5 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 by any provision of this Agreement. 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.

Notwithstanding the above, 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.

17.6 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.

17.7 Confidentiality Period.

Recipient's obligations with respect to Discloser's Confidential Information under this Section 17 will remain in effect for the term of this Agreement and for three (3) years after any expiration or termination of this Agreement.

18. PV Use of Artificial Intelligence (AI)

PV may utilize artificial intelligence (AI) predictive programs to provide Professional Services or to make decisions or generate documentation or quotes as part of operating and marketing the Service. While PV employs reasonable efforts to ensure the accuracy and reliability of such AI programs, the nature of AI technology means that errors, inaccuracies, or unforeseen outcomes may occur. PV shall not be held liable for any damages, losses, or claims arising from errors, omissions, or inaccuracies resulting from the use of AI predictive programs. Customer acknowledges and accepts the inherent limitations and risks associated with AI technology and agrees to indemnify and hold PV harmless from any claims or liabilities related to its use.

19. GENERAL

19.1 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 attorn to the exclusive jurisdiction of the appropriate courts of the Province of Ontario or Canada sitting in Toronto, Ontario.

19.2 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 the Parties and their respective permitted successors and transferees.

In the event of 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). PV reserves the right to charge a reasonable transfer fee payable by Customer as a condition of permitting a transfer to a third party.

19.3 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.

19.4 Marketing.

PV is permitted to identify Customer as a PV customer on PV's website and marketing materials. Within thirty (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.

19.5 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.

19.6 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, 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.

19.7 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 if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

19.8 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.

19.9 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.

19.10 Entire Agreement.

This Agreement 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 or in accordance with Sections 9.4 or 9.5 above.

19.11 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.

19.12 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.

19.13 Language.

The Parties 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.

Exhibit A to PV's Master Subscription Agreement

SUPPORT AND SERVICE LEVEL AGREEMENT

Capitalized terms not defined in this Exhibit A have the meaning indicated in the Agreement and its associated Order Form(s).

1. 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.

2. SUPPORT FOR PV NON-PRODUCTION TENANTS (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 (2) 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

3.1 Support Commitment

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 (2) 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.

3.2 Issue Severity Level Definitions

- Severity Level 0 (Service Unavailability): Customer experiences complete loss of Service, meeting the definition of "unavailable" in Section 4.1 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.

3.3 Response Times

For all support issues for PV Production Tenants, PV will respond as follows:

ISSUE SEVERITY LEVEL	**0**	**1**	**2**	**3**
RESPONSE COMMITMENT	45 minutes (seven days per week)	Four Hours (seven days per week)	Ten Hours (seven days per week)	Two Business Days

3.4 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.

3.5 Remedies for Breach of Response Time Commitments

If PV fails to meet the response time commitments in Section 3.3 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.

4. SERVICE LEVELS & SERVICE CREDITS:

4.1 Availability.

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 using the following formula:

[(total – non-excluded – excluded) *100] > 98% total – excluded

Where:

- total = the total number of minutes for the quarter
- non-excluded = downtime that is not excluded
- excluded = downtime excluded under Section 4.2
- Any unavailability caused by a Force Majeure Event
- Exclusions listed under “Exclusions from Uptime Percentage” 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.

4.2 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 Section 4.2. 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.

4.3 4.3. 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: (1) Customer may receive credit for one half day of its PV subscription, in that quarter, for each two hours of general Service unavailability below 98%; or (2) Customer may terminate the Order Form(s) relating to the Service. Any such credit shall be applied to Customer's next payment due (or refunded if there are no forthcoming payments due). If elected, the credits specified in this Section 4.3 shall be the sole remedy available to Customer for breach.

4.4 Service Credit Process or Termination

To file a claim under this Exhibit, Customer must send an email to 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, PV 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.

5. GENERAL

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