OBLIGO PLATFORM TERMS AND CONDITIONS

FOR BUILDIUM MARKETPLACE CLIENTS

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THIS AGREEMENT AND REGISTERING FOR, ACCESSING AND/OR USING THE OBLIGO PLATFORM SERVICE.

Obligo operates a proprietary online platform that provides a suite of services to facilitate move-ins and move-outs, including payments related to such activities, on behalf of landlords, management companies, leasing agents (as applicable), and tenants. Any and all such services provided via this platform shall be referred to herein as the "**Obligo Platform Service**."

By accessing the Buildium Marketplace Platform and clicking on the Obligo logo thereon, you (an authorized representative of an entity that manages, operates, and/or leases rental property (each a "**Company**")) have been redirected to Obligo's platform service. By accepting these Terms & Conditions, you acknowledge that you have read and understood these Terms & Conditions (the "**Agreement**") and that the Company agrees to comply with them. If Company does not agree to be bound by this Agreement, please do not access or use the Obligo Platform Service. Your/Company's Agreement with Obligo becomes effective immediately upon commencement of your/Company's use of the Site or Services.

1. **Definitions**

The terms set forth on **Exhibit A** shall have the definitions ascribed thereto.

2. **Obligo Platform Service**

Obligo will provide, via Obligo's proprietary online Platform, such Services as selected by Company, specifically surrounding the electronic management of Security Deposits and/or Billing Authorizations on behalf of landlords, management companies, leasing agents (as applicable) and tenants.

3. **Participating Rental Properties**

   3.1. **Applicability.** This Agreement shall only apply to Participating Rental Properties that are agreed upon by both parties in the manner described below and which list of Participating Rental Properties may be amended by the parties from time to time.

   3.2. **Property Designation Procedure.** Following the acceptance of this Agreement by Company, all Rental Properties associated with the Company shall be designated as Participating Rental Properties via the Obligo Platform Service. Prior to the utilization of the Billing Authorization Service (as described below), Company can remove any Rental Properites via the Obligo Platform. If a Rental Property has any active Billing Authorizations associated with iremoval of that property from the listing of Participating Rental Properties shall be effected in accordance with the termination procedure provided in Section 8.

   3.3. **Authority.** Company represents that Company is authorized by the owners of the Participating Rental Properties, which may or may not include Company itself, to enter into this Agreement and to bind the owners of such Participating Rental Properties to the terms of this Agreement. Company shall be responsible and liable for the compliance by the owner of the Participating Rental Properties and other related entities and persons, including but not limited to, brokers, leasing agents, management companies and software providers, with the terms of this Agreement.

3.4. **Compliance.** Obligo shall not transfer any funds via the Obligo Platform Service to Company or to the legal entities associated with the Participating Rental Properties prior to compliance with any applicable regulations and industry procedures, including without limitation, Know Your Customer/Client procedures relating to banking and anti-money laundering regulations. Company shall provide Obligo with all information in form requested by Obligo to verify such compliance. The required information shall usually include, but is not limited to, (i) the full name, address and tax identification number of the legal entity associated with the Participating Rental Property and (ii) the personal details of a representative of the entity including the full name, social security number, address, email and phone number. Company represents that all information provided to Obligo will be accurate and complete, and Company hereby indemnifies Obligo from any penalties, costs and expenses resulting from the provision of such information that is in breach of the foregoing representation.

4. **Billing Authorization Service**

4.1. **Applicability**. This Section 4 of the Agreement shall only apply to the extent that Company elects to receive the Billing Authorization Service.

4.2. **Description**. The Billing Authorization Service provides Company with the ability to collect payment on Claims by charging participating Tenants' Preauthorized Payment Methods. Obligo facilitates fulfillment of Claims by (i) forwarding payment of Claims to Company from Tenant in accordance with the terms of Section **6** and (ii) charging Tenant's Preauthorized Payment Methods.

4.3. **Tenant Application**. A Tenant that is interested in subscribing to the Billing Authorization Service must first submit a digital application to Obligo in accordance with terms and procedures established by Obligo. Upon receipt of the application, Obligo will evaluate whether the applicant satisfies Obligo's requirements. Obligo may accept or reject any applicant in Obligo's sole and absolute discretion.

4.4. **Cash-to-Billing Authorization Transition**. Company will allow Tenants with existing Security Deposits to apply for the Billing Authorization Service in order to replace their Security Deposit (the "**Replaced Amount**") with a Billing Authorization. At Company's discretion, Tenant may be allowed to partially replace their Security Deposit with a Billing Authorization, in which case the Replaced Amount shall be smaller than the Security Deposit. Company will return the Replaced Amount from Tenant's Security Deposit to Tenant within fourteen (14) days of Obligo's notice to Company of Tenant's approval for the Billing Authorization Service. In some cases, as an alternative, Obligo may offer to forward in advance the Replaced Amount to Tenant (the "**Deposit Replacement Advance**"). Should Tenant accept the offer for a Deposit Replacement Advance and at Tenant's direction, Company agrees to transfer the Replaced Amount from a Tenant's Security Deposit to Obligo within fourteen (14) days after receiving notice from Obligo that a Deposit Replacement Advance has taken place.

4.5. **Billing Authorization-to-Cash Transition.** Company will accept any offer to replace a Billing Authorization with a cash amount equivalent to the Billing Authorization Value to serve as Tenant's Security Deposit. At Company's discretion, a partial replacement may be accepted, such that the sum of the Security Deposit and Billing Authorization Value remains unchanged. Any money transferred to Company under this clause shall be used by Company, as required by law, to establish or enlarge applicable Tenant's Security Deposit in a timely manner.

4.6. **Billing Authorization Term**. The "Billing Authorization Term" is the period commencing when an applicable Tenant subscribes to the Billing Authorization Service and ending upon the earlier of: (i) transfer of the applicable Billing Authorization Value in cash to Company in accordance with 4.4 or 4.5,

(ii) the explicit release of the Billing Authorization by Company, or (iii) in the absence of such an explicit release by Company, an implicit release thirty (30) days following the end of the applicable Lease Agreement term, which may be changed from time to time in accordance with 4.7.

4.7. **Changes.** Modifications to the terms of a Billing Authorization, including the amount and Lease Agreement term, may be made with the written agreement of Company and Obligo. A Tenant's written consent would be required if any such change would increase in Tenant's liability or obligations. Written consent shall include consent via an online form.

4.8. **Applicability to Lease Agreement Terms**. Company acknowledges that terms in a Lease Agreement pertaining to Security Deposits shall be construed to apply also to Billing Authorizations such that Tenants shall, with Company's prior authorization, be permitted to subscribe to the Billing Authorization Service in satisfaction of Tenant's Security Deposit obligations under the Lease Agreement without need for an amendment to the Lease Agreement. Obligo shall include a similar acknowledgement in terms to be entered into between Obligo and a Tenant for the Billing Authorization Service.

5. **Electronic Deposit Return ("EDR") Service**

5.1. **Applicability**. This Section 5 of the Agreement shall only apply to the extent that Company elects to receive the Electronic Deposit Service.

5.2. **Description**. The Electronic Deposit Return Service provides Company with the ability to communicate with Tenants and return Security Deposits to Tenants electronically. Obligo facilitates the return of Security Deposits by (i) allowing Company to connect to the Obligo Platform a qualifying bank account sufficient to pay out Security Deposit return(s), (ii) collecting information from Tenants to enable hard copy or electronic return of Security Deposits, and (x) in the event of an electronic return, debiting Company's account and electronically depositing the Security Deposit Return amounts into Tenant's designated account, or (y) in the event of a paper return, providing the necessary Tenant contact information to Company to enable Company's return of the Security Deposit.

5.3. **Tenant Account Creation**. A Tenant that is interested in subscribing to the EDR Service must first create an Obligo account in accordance with terms and procedures established by Obligo. Provided that applicant supplies all information required for account creation, Obligo will designate that applicant eligible for the EDR Service.

5.4. **Existing Tenants**. Company will allow Tenants with existing Security Deposits to apply for the Electronic Deposit Return Service.

5.5. **Changes.** Modifications to the terms of a Security Deposit, including the amount and Lease Agreement term, may be made with the written agreement of Company and Obligo. A Tenant's written consent would be required if any such change would increase in Tenant's liability or obligations. Written consent shall include consent via an online form.

6. **Claims**

6.1. **Security Deposit Precedence.** In any case where Tenant has a Security Deposit in addition to a Billing Authorization, any Claims must first be applied against Tenant's Security Deposit. Only Claim amounts in excess of Tenant's Security Deposit may be applied as a Claim to the Billing Authorization.

6.2. **Lawful Claims.** Company will only make a Claim against a Billing Authorization and/or Security Deposit if such a Claim is accompanied by appropriate support and notifications required under applicable law and the Lease Agreement, as would be required for claims against a Security Deposit.

6.3. **Claim Submission.** Company may submit a Claim through the Obligo Platform Service. The Claim submission shall include sufficient detail describing the basis for the Claim so that a reasonable Tenant will be able understand the reason for the Claim. Claims may only be submitted at the end of the Lease Term or upon the Tenant's vacancy. Claims may not be submitted after the Billing Authorization Term, and may not exceed the applicable Billing Authorization Value.

6.4. **Claim Payment**. If Company has elected the Billing Authorization Service, then within thirty (30) business days from the date on which Company submits a Claim against a Billing Authorization (the "**Claim Payment Period**"), Obligo will transfer funds covering the Claim amount to Company from Tenant's Preauthorized Payment Methods.

6.5. **Claim Disputes**. If a Tenant disputes a Claim, including after Claim payment has taken place, then the responsibility for resolving such a dispute will lie solely with Tenant and Company. Obligo will play no role in assessing the correctness or legality of any Claim, nor will it play a role in assessing the merit of Tenant's reason for dispute. Obligo will not be liable for any damages resulting from incorrect or illegal Claims, nor from unmerited disputes by Tenants. Obligo may, in its sole discretion, communicate with Company and Tenant regarding a Claim or a dispute, but in doing so would not be assuming any responsibility for the resolution of a dispute, nor liability for the outcome of the dispute. If a dispute is resolved in favor of a Tenant, then Company shall be responsible to refund the Claim or portion thereof to or for the account of Tenant.

6.6. **Claim Indemnification**. Company shall and hereby agrees to defend, indemnify and hold harmless Obligo and its officers, directors, employees and agents against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) arising out of, resulting from or based upon any Claim made by Company under this Agreement.

6.7. **Unusual or Suspicious Claim Volume/Frequency.** If at any time Obligo notices that the volume and/or frequency of Claims for a Rental Property or group of Rental Properties materially deviates from the historical volume and/or frequency for such Rental Properties, then Obligo shall have the right to delay payment of Claims by an additional ninety (90) days in order to allow the parties to investigate the circumstances and prevent possible fraud or misuse. Obligo shall resume the normal payment schedule as soon as the Claim volume and/or frequency either returns to the expected volume and/or frequency or the parties have determined the absence of any fraud or misuse.

7. **Agent of the Company**

7.1. Company hereby appoints Obligo as its limited agent for the sole purpose of receiving, collecting, facilitating, and/or processing payments from Tenants for delivery to Company, or from Company, for delivery to Tenant, only to the extent required to perform the services selected by Company, as set forth in Exhibit B. Obligo accepts this appointment and agrees to act in accordance with the terms of this agreement and as otherwise directed by Company with respect to collection of payments.

7.2. Company acknowledges and agrees that: Payments received by Obligo on Company's behalf as provided for in this agreement shall be deemed received by Company and shall satisfy a Tenant's obligations to Company in the amount of the applicable payment received by Obligo, even if Obligo fails to transmit the payment to Company; and Obligo may be required to provide a receipt on Company's behalf to a Tenant indicating that payment has been made to Company.

8. **Tenant Information**

Company hereby acknowledges and agrees that Obligo shall have access to Tenant Information through the Buildium Platform, and that Tenant Information is necessary to provide the Obligo Platform Service. Company hereby acknowledges that such transfer is not prohibited by any of Company's contractual commitments between Company and Tenant(s). Company further acknowledges that Buildium will have management (read/write) access to Company's information on the Obligo Platform.

9. **Cooperation**

9.1. **Invitations**. Following Company's selection of an Obligo service, Obligo will send invites to inform new and existing Tenants (as applicable) about the availability of the Obligo Service(s).

9.2. **Reporting.** Obligo shall provide Company with the option to receive monthly reports via email, at an address designated by Company within their Obligo account, to enable (i) tracking of Tenants who are using the Obligo Platform Service and (ii) accounting and reconciliation of any payments made to Company and/or Tenants via the Obligo Platform Service.

9.3. **Current Tenants**. Company shall allow all Tenants to receive a return of their Security Deposits electronically (i) during their lease, if Company has elected to receive the Billing Authorization Service, in accordance with the cash-to-Billing Authorization transition per Section 4.4 hereof, and/or (ii) at the end of their Lease, if Company has elected to receive the EDR Service.

9.4. **Marketing Implementation**. Company shall see to it that new and agreed-upon language is incorporated into the marketing, sales and tenant application templates of the respective leasing and management teams, which shall prompt prospective tenants to go through the Obligo Platform Service. Company shall further instruct the appropriate leasing and management teams to remove from such templates any language that could prompt prospective tenants to use paper checks to pay their Security Deposit.

9.5. **Onboarding**. To facilitate a smooth onboarding of Company into the Obligo Platform Service, Obligo shall provide support, including by phone, to appropriate Company personnel.

9.6. **Use of Name**. Company grants Obligo the right to use Company's name, mark and logo on Obligo's website and in Obligo's promotional materials solely to identify Company as a customer of Obligo, and Obligo may issue press releases announcing the relationship established under this Agreement.

10. **Agreement Term and Termination**

10.1. **Agreement Term.** The Term of this Agreement shall become effective on the date that Company commences access to or use of the Obligo Platform Service, and will terminate (1) following a Termination Initiation (as provided for in Section 2 hereof) upon the termination of the Billing Authorization Service (if applicable), or (2) at any time upon ten (10) days prior written notice, by sending an email to support@myobligo.com, if there are no then-outstanding Billing Authorizations.

10.2. **Termination of Billing Authorization Service.** Either party may initiate a termination of a Service for all or a portion of the Participating Rental Properties (a "**Termination Initiation**") upon written notice, by sending an email to support@myobligo.com, at any time in accordance with the following terms except as otherwise agreed in writing by Company and Obligo:

Upon Termination, the Company will no longer offer the Billing Authorization service, nor accept any new Billing Authorizations from Tenants. Active Billing Authorizations of existing Tenants will be allowed to expire at the natural end of the existing Tenant's lease term. Tenants that want to renew

their Billing Authorization will not be able to do so, without the consent of both Obligo and Company, on a case-by-case basis. Obligo will honor its existing obligations under any active Billing Authorizations or Electronic Deposit Returns to Company.

10.3. **Survival**. Company's termination of use of the Buildium Platform shall not automatically terminate Obligo's provision of the Services or the terms of this Agreement.

11. **Confidentiality**

11.1. **Restrictions**. A party disclosing information is referred to herein as a "**Disclosing Party**" and a party receiving information is referred to as a "**Receiving Party**." The Receiving Party acknowledges that it and its personnel may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the Disclosing Party or its affiliated companies or its clients. Any and all information of any form obtained by the Receiving Party or the Receiving Party's personnel or agents in the performance of this Agreement that is marked as confidential or should reasonably be considered confidential due to the nature of the information or the circumstances of the disclosure shall be deemed to be confidential and proprietary information of the Disclosing Party. The Receiving Party agrees to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than as necessary for the performance of this Agreement, and to advise and cause the Receiving Party's personnel of their obligations to keep such information confidential. All such confidential and proprietary information described herein, in whatever form, are collectively referred to as "**Confidential Information**." Confidential information includes, without limitation: (i) any and all information received from a party which relates to such party's nonpublic business strategy, product plans, research, identity of customers or business partners, technical data, and software or hardware designs, specifications, or configurations; (ii) any and all information designated by such party as confidential; and (iii) the terms and conditions of this Agreement. Upon termination of this Agreement or at the Disclosing Party's request, the Receiving Party will turn over to the Disclosing Party or destroy all documents, papers and other matter in the Receiving Party's possession or under the Receiving Party's control that contain or relate to such Confidential Information. Confidential Information shall not be deemed to include information which (i) is or becomes publicly known (other than as a result of disclosure by a party bound by confidentiality obligations), (ii) is or becomes known to the Receiving Party from a source not in violation of a non-disclosure restriction, (iii) is independently developed by a party without reliance on the Disclosing Party's Confidential Information, or (iv) is required to be disclosed by operation of law. In the event that Confidential Information is required to be disclosed by operation of law, the party required to do so shall notify the other party as soon as feasibly possible.

11.2. **Equitable Relief**. Each party acknowledges that breach of this Section may give rise to irreparable injury to the other party or the owner of such information, and may be inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of each party and are reasonable in scope and content.

12. **Warranties**

12.1. **Mutual**. Each party represents and warrants to the other party that:

12.1.1. It has the full corporate right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

12.1.2. Its execution of this Agreement and performance hereunder do not and will not violate any agreement to which it is a party or by which it is bound or violate any law or regulation to which it is subject; and

12.1.3. When executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

12.2. **By Obligo**. Obligo represents and warrants to Company that:

12.2.1. It will operate the Obligo Platform Service in compliance with all laws and regulations applicable to Obligo;

12.2.2. It will use personnel of proper skill and training in the performance of the Obligo Platform Service; and

12.2.3. The Obligo Platform Service will be subject to industry standard procedures for virus and harmful code identification and removal.

12.3. **By Company**. Company represents and warrants to Obligo that:

12.3.1. To Company's knowledge, all Tenant Information is accurate and complete;

12.3.2. The transfer of Tenant Information to Obligo does not violate any law or regulation relating to data security or privacy, including, without limitation, the Fair Credit Reporting Act (FCRA), or violate any contractual obligations of Company; and

12.3.3. Company will only make Claims for which it is authorized by law and the Lease Agreement, and that would be allowable under applicable law governing Security Deposits.

12.3.4. Company will not charge Tenants any fees for use of or access to the Obligo Platform Service, as well as not bundle any service provided by the Obligo Platform Service with any package offered to Tenants for which Company charges Tenants a fee (such as in a "preferred package", "amenity package" or other similar featured promotions).

12.4. **DISCLAIMER**. OTHER THAN THOSE WARRANTIES SET FORTH IN SECTIONS 12.1 AND 12.2 HEREOF OBLIGO SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE OBLIGO PLATFORM SERVICES AND OTHER ACTIVITIES PERFORMED UNDER THIS AGREEMENT. OBLIGO DOES NOT WARRANT THAT THE OBLIGO PLATFORM SERVICES WILL OPERATE WITHOUT ERROR OR WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED.

13. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OBLIGO SHALL NOT BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY FORM OF INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR FOR ANY LOSS OF DATA OR LOSS OF REVENUE, EVEN IF OBLIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OBLIGO'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE VALUE OF ANY FEES CHARGED BY OBLIGO TO TENANTS OR COMPANY FOR USE AND ACCESS TO THE OBLIGO PLATFORM SERVICE DURING A PERIOD OF SIX (6) MONTHS FROM THE DATE OF A CAUSE OF ACTION. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND ANY OTHER

TORT. THE LIMITATIONS OF LIABILITY UNDER THIS SECTION SHALL NOT APPLY TO AMOUNTS OWED BY OBLIGO FOR CLAIMS.

14. **Miscellaneous**

14.1. **Ownership.** Obligo owns and shall retain all rights in the Obligo Platform Service, including all intellectual property rights therein, and no rights are granted to Company in or for use of the Obligo Platform Service except as explicitly granted in this Agreement. Company (or the landlord, if applicable) owns and shall retain all right in Tenant Information. Company grants, and warrants that it is authorized to grant, Obligo a non-exclusive license during the term of this Agreement to use, reproduce, and modify Tenant Information as necessary to provide the Obligo Platform Service.

14.2. **Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by the laws of the State of New York. This Agreement shall not be governed by the United Nations Convention on the International Sale of Goods and the parties exclude the application of the Uniform Computer Information Transaction Act (UCITA). EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE THE APPLICABLE STATE OR FEDERAL COURTS IN NEW YORK COUNTY, NEW YORK, AND EACH PARTY AGREES NOT TO DISPUTE SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO. Notwithstanding the foregoing, either party may bring an action in any jurisdiction to enforce its intellectual property rights, its rights in Confidential Information or payment obligations.

14.3. **Modifications.** Obligo reserves the right, at our discretion, to change this Agreement at any time. Such change will be effective ten (10) days following posting and user notification of the revised terms via the Obligo Platform, and Company's continued use of the Obligo Platform Service thereafter shall mean that Company has accepted those changes.

14.4. **Non-Waiver.** A party's failure or delay in enforcing any provision of this Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of this Agreement. A party's waiver of any of its rights under this Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

14.5. **Construction.** The headings in this Agreement are not part of this Agreement but are solely for the convenience of the parties. As used herein, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Sections" refer to sections herein.

14.6. **Survival.** Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

14.7. **Force Majeure.** Neither party shall be in default of any obligation under this Agreement if the failure to perform the obligation is due to any event beyond that party's reasonable control, including significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

14.8. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

14.9. **Severability.** In the event any term of this Agreement is held unenforceable, the remaining portion of this Agreement will remain in full force and effect.

14.10. **Relationship Between the Parties.** The parties are independent contractors and not partners or joint ventures. Neither party is the agent of the other and neither party may represent to any person that it

has the power to bind the other on any agreement. This Agreement is non-exclusive. Obligo may provide the Obligo Platform Services to any person, including a competitor of Company.

14.11. **Assignment; Subcontracting.** Neither party may assign this Agreement to a third party without the written consent of the other party. Notwithstanding the foregoing, Obligo may assign this Agreement to an affiliate or to a successor in interest upon any merger, acquisition, change of control, reorganization or sale of all or substantially all of its stock or its assets that are related to this Agreement without the written consent of Company. Company may assign this Agreement, upon written notice to Obligo, to a successor in interest (whether legal or equitable) in a Participating Rental Property. Any such assignment by Company shall be limited in application to the outstanding Billing Authorizations associated with the Participating Rental Property, and will require that the assignee agree in writing to be bound by the terms of this Agreement. An attempted assignment in contravention of the terms and conditions hereof shall be null and void. Obligo may subcontract certain portions of the Obligo Platform Services to its third party service providers.

14.12. **Payment Processors**. Payment processing services for the Obligo Platform Service are provided by third-party payment processors (the "Payment Processors") and are subject to the third-party payment processor terms and conditions that are listed at www.myobligo.com/paymentprocessors (collectively, the "Payment Processor Agreements"). By agreeing to this Agreement, Company agrees to be bound by the Payment Processor Agreement applicable to the particular Payment Processor used by Obligo for providing the Obligo Platform Service to Company, as such agreement may be modified by the applicable Payment Processor from time to time. Company acknowledges that it is aware of which Payment Processor will be used by Obligo to service Company, and Company has had an opportunity to review the applicable Payment Processor Agreement. As a condition of Obligo enabling payment processing services through the applicable Payment Processor, Company agrees to provide Obligo with accurate and complete information about Company and Company's business, as may be requested by Obligo from time to time, and Company authorizes Obligo to share such information as well as transaction information related to Company's use of the payment processing services to the applicable Payment Processor. Obligo may change or add Payment Processors for servicing Company on the Obligo Platform Service from time to time upon notice to Company.

14.13. **Waiver of Non-Electronic Records**. Company hereby waives any applicable rights to require original (non-electronic) signature, delivery, or retention of non-electronic records, to the extent not prohibited under applicable law.

14.14. **Entire Agreement.** This Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any other agreement, understanding or communication, written or oral regarding such subject matter.

EXHIBIT A

DEFINITIONS

"**Buildium Marketplace Platform**" means Buildium's proprietary management online platform that enables a continuous connection between Obligo and Company.

"**Billing Authorization**" means a commitment by a Tenant to pay Claims to Company via the Obligo Platform Service in an aggregate amount not to exceed the Billing Authorization Value backed by Tenant's preauthorization for Obligo to charge Tenant's Preauthorized Payment Methods for the collection of Claims.

"**Billing Authorization Service**" means the services provided by the Obligo Platform Service that permits Company to collect Claims from Billing Authorizations.

"**Billing Authorization Term**" means the period described in Section 4.6 hereto.

"**Billing Authorization Value**" means with respect to each Billing Authorization, the aggregate amount of money available for payment of Claims against such Billing Authorization, which amount is reduced by each Claim paid with respect to such Billing Authorization.

"**Claim**" means a request by Company to charge an amount of money from either a Security Deposit or Billing Authorization.

"**Electronic Deposit Return**" means the ability of the Company to collect the information necessary for and/or process the return of a Tenant's Security Deposit, including electronically.

"**Electronic Deposit Return Service**" means the services provided by the Obligo Platform Service that permit Electronic Deposit Returns.

"**Lease Agreement**" means the agreement entered into between Company or a landlord, as applicable, and a Tenant for the rental by Tenant of a rental unit.

"**Obligo Platform Service**" means any service rendered through Obligo's proprietary online platform, including the management of both Security Deposits and Billing Authorizations on behalf of landlords, management companies, leasing agents (as applicable) and tenants.

"**Participating Rental Properties**" means Rental Properties identified by Company for participation in the Obligo Platform Service.

"**Preauthorized Payment Method**" means a (i) Tenant's credit card, debit card, and/or bank account and (ii) a line of credit provided by Obligo to Tenant, in each case, for the purpose of paying Claims up to the Billing Authorization Value.

"**Rental Property**" means a residential property for which Company rents out and/or manages the rentals of residential units.

"**Security Deposit**" means a cash payment by Tenant defined in a Lease Agreement designated for use by Company for collecting payment on Claims.

"**Tenant**" means a person or persons or an entity that rents a rental unit from Company pursuant to a Lease Agreement.

"**Tenant Information**" means data and information that either Company provides to Obligo, either directly or via the Buildium Marketplace Platform integration, which may include Tenant's name, rental unit, Security Deposit amount, Lease Agreement terms, Tenant financial reports, and other relevant information, including updates about changes to this information, to be used by Obligo for the provision of the Obligo Platform Service, all subject to applicable law.