

EXCLUSIVE MARKETING AND REFERRAL AGREEMENT

This Exclusive Marketing and Referral Agreement is entered into between Multi-Family Insurance Partners, LLC, an MRI Software LLC company (“MRI”) and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Exclusive Marketing and Referral Agreement to be effective as of the Effective Date, as defined in the Order Document. As used in this Agreement, “Party” means either Client or MRI, as appropriate, and “Parties” means Client and MRI.

1. PURPOSE AND SCOPE

1.1 Exclusive Marketing and Referral Agreement. This Exclusive Marketing and Referral Agreement establishes the general terms and conditions to which the Parties have agreed in order to facilitate the provision of Insurance, content, other products and/or related services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in Section 1.2 herein).

All references to the “**Exclusive Marketing and Referral Agreement**” shall mean this document, exclusive of Schedules and Exhibits. All references to the “**Agreement**” wherever found shall include this Exclusive Marketing and Referral Agreement, all Schedules and Exhibits, the Order Document and any attachments incorporated in the Schedules.

1.2 Incorporation of Schedules and Exhibits. This Exclusive Marketing and Referral Agreement shall fully incorporate by reference the terms and conditions found in each of the Schedules and Exhibits marked on the Order Document and attached hereto.

The Parties may execute, from time to time, additional Schedules under the terms of this Exclusive Marketing and Referral Agreement.

1.3 Incorporation of Order Documents.

“**Order Document**” means the document(s), regardless of its actual name, executed by the Parties which incorporates by reference the terms of this Exclusive Marketing and Referral Agreement and applicable Schedules, and describes Client’s order-specific information, such as description of Insurance ordered, license scope, use and restrictions, fees, and milestones.

At any time after execution of the initial Order Document, Client may expand the scope of such Insurance coverage granted under an Order Document, upon MRI’s receipt and acceptance of a new Order Document specifying the foregoing.

1.4 Client User. For the purposes of this Agreement, “**Client User**” means a Client employee or Client Affiliate, acting directly on behalf of Client solely for the purpose of the Client’s internal business operations. If an Affiliate is a Client User, Client warrants that it has the authority to bind such Affiliate(s) to the terms of the Agreement and any applicable Schedule and further warrants that Client shall be jointly and severally responsible (with any such Affiliates) for a breach of such terms by its Affiliates. Client represents and warrants that all Client Users shall comply with the terms and conditions of use set forth in this Agreement and each such Client User shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement. Client shall indemnify and hold MRI harmless for all loss, damages, costs and expenses (including reasonable attorneys’ fees) incurred by MRI for any breach or other violation of this Agreement by a Client User. An independent contractor, agent or other third party acting on behalf of Client may be deemed a Client User upon prior written consent of MRI, which MRI shall determine in its sole discretion, and may require such independent contractor, agent or other third party to certify with or enter contractual terms with MRI acceptable to MRI.

1.5 Owner. If the Client is not the owner of such property or not the owner of all such properties for which the Insurance is utilized; but rather, Client is the manager for the owner of such property (with the non-Client property owner defined as “Owner”), then Client represents that Client either: (i) is entering this Agreement directly in privity with MRI; or (ii) is the duly appointed agent of the Owner and has the authority to enter into and perform the Agreement and acquire the Insurance pursuant to the terms set forth in the Agreement. Client shall at all times be solely liable for the observance of all obligations, terms and conditions of the Agreement, regardless of any action, inaction or nonpayment by any Owner. Client shall keep MRI apprised in writing at all times of the identity and contact information of the Owner, and if Client’s relationship changes with respect to the Owner (by way of example and not by way of limitation, such as if Client’s agency or management relationship with Owner terminates). Client shall immediately notify MRI in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client, Owner or any of the Properties, sites, or communities covered under the Insurance. Client shall remain fully liable for the use of any Insurance until proper notification is completed.

2. DEFINITIONS

“**Affiliate**” means an entity controlling, controlled by or under common control with a Party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

“**Client**” means the entity that has entered into this Agreement with MRI. “Client” also refers to Affiliates in accordance with Section 1.4.

“**Client Data**” means any data, media, content, and information that Client provides, generates, transfers, uploads or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. Information that is collected by the System as part of the Services shall be considered information that has been provided by the Client. Client Data shall include, without limitation, documents, data, spreadsheets, photographs, video, and other media. Client Data shall also include data and information belonging to Owner as well as Owner’s customers and Client’s customers. Feedback provided to MRI by the Client shall not be considered Client Data.

“**Content**” means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through MRI.

“**Customers**” means residents of the Properties Client owns.

“**Insurance**” means the insurance product(s) set forth in the applicable Order Document incorporated herein by reference that provide personal property and personal liability coverages, and all policies, certificates and contracts evidencing such insurance coverage. The Order Document may be modified from time to time by MRI (and/or the applicable Insurer) in its sole discretion and/or as necessitated by Legal Requirements, in each case upon written notice to Client.

“Insured(s)” means a Client that has purchased Insurance through MRI or one of its Subsidiaries and is covered under the terms of the Insurance.

“Insurer” means an individual or company who underwrites an insurance risk through the issuance of MRI’s preferred insurance policy and undertakes to compensate specified losses, liability, or damages incurred by a Customer.

“Intellectual Property” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which MRI has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“Legal Requirements” means all applicable insurance statutes, regulations, regulatory actions, or litigation.

“Lessee” means a resident (including guarantor(s) of such resident) of any Property.

“License Metrics” means the quantity of items which are making use of the services under the Agreement as designated and/or defined in the applicable Order Document by a term such as the number of properties, leases, units, assets, users and the like.

“Marketing Materials” means marketing or related materials, including but not limited to brochures, scripts and disclosures regarding the Insurance.

“Marks” means MRI’s trade names, trademarks and services marks and those of Insurers that are authorized in writing by MRI and the applicable Insurer.

“Owner” is defined in Section 1.5.

“Professional Services” means implementation, training, project management and other consulting services.

“Properties” means collectively the properties managed by Client which are set forth in the applicable Order Document incorporated herein by reference, as such may be updated from time to time upon mutual written agreement of the parties. Each property comprising the Properties shall individually be referred to herein as a “Property”.

“Protected Materials” means Content, Insurance, Marketing Materials, Marks and MRI’s or its licensors’ Intellectual Property or Confidential Information.

“System” means the total package of hardware and Software furnished and/or maintained by MRI.

3. FINANCIAL TERMS

3.1 Invoice to Customer/Lessee. MRI and/or the applicable Insurer shall render all Insurance invoices directly to the Customer/Lessee, and all Insurance payments shall be made directly from such Customer/Lessee to MRI and/or the applicable Insurer as specified in the invoice.

3.2 Collection. It is expressly understood by Client that full responsibility for all collection of payments by Customers/Lessee related to the Insurance rests with MRI and/or the applicable Insurer. Client shall have no authority or obligation to accept any payments from Customers/Lessee and shall not do so unless Client have received MRI’s written consent on a case-by-case basis.

3.3 Fees. For services rendered by Client, prior to termination, in accordance with this Agreement, MRI shall pay Client fees in accordance with the Order Document, attached hereto and incorporated herein by reference, as such may be modified from time to time by MRI as necessitated to remain in compliance with all Legal Requirements, upon sixty (60) business days written notice, or such shorter period necessitated by Legal Requirements. MRI shall pay an Insurance Percentage fee as shown in the Order Document. This MRI Percentage Fee shall serve as a pre-determined fee to cover the expenses which Client incurs as part of performing its obligations under the Agreement.

4. CONFIDENTIALITY

4.1 Defined. By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which by its nature ought to be in good faith considered confidential and proprietary to the disclosing Party (**“Confidential Information”**). Confidential Information of MRI and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Documents, fees and charges, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets, product roadmap, data and other information of MRI and its licensors. MRI’s placement of a copyright notice on any portion of any Confidential Information will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of MRI.

4.2 Non-Disclosure. Each Party will protect the other Party’s Confidential Information from unauthorized use or dissemination and use the same degree of care that each such Party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to directly further the purposes of the Agreement. Neither Party will disclose to third parties Confidential Information of the other Party without prior written consent of such other Party. Notwithstanding anything in this Agreement to the contrary, Client agrees that, upon request by Owner, MRI may communicate directly with the Owner about all aspects of the Agreement, the Client Data, and any other Client Confidential Information, if applicable.

4.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party’s possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.

4.4 Compelled Disclosure. The receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party sufficient prior notice of such compelled disclosure (to the extent legally permitted) to permit the disclosing Party a reasonable opportunity to object to the compelled disclosure and to allow the disclosing Party the opportunity to seek a protective order or other appropriate remedy. The receiving Party shall provide reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

4.5 Remedy/Injunctive Relief. The Parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either Party may seek injunctive relief against the other Party's breach or threatened breach of this Section 4 as well as any other legal remedies that are available.

5. PRIVACY

The Parties agree to comply with the terms of the Data Protection and Security Schedule.

6. LIMITED RIGHTS AND OWNERSHIP

6.1 Grant by MRI. MRI grants Client the non-exclusive, non-transferable, non-sublicensable license to display the Marks solely in connection with the marketing of the Insurance during the Term. Client shall do nothing at any time during or after the Term which could intentionally dilute or adversely affect the validity or enforceability of the Marks or MRI's or the Insured's rights therein. Client shall comply with all MRI and Insured standards related to Clients use of the Marks, and in the event of any noncompliance, MRI and/or the applicable Insured may terminate this Mark license upon written notice to Client. Promptly following termination, expiration or non-renewal of this Agreement for any reason, Client shall discontinue use of the Marks and remove, or dispose of, as MRI shall direct, any signs or other indicia relating to Clients marketing of the Insurance or use of the Marks.

6.1.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by MRI and its licensors. Client acknowledges that: (i) Client acquires only the right to use the Protected Materials and MRI, its licensors, and Content providers shall retain sole and exclusive ownership of all rights, title, and interest in the Protected Materials, including (whether developed by MRI, Client, Client User, or other third party) (a) Intellectual Property embodied in or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; (ii) MRI and/or the applicable Insurer, exclusively owns all rights in and to the use and control of any Insurance information, including, but not limited to, the names and addresses of Insureds, amount of Insurance coverage and Insurance expiration dates; and (iii) MRI and/or the applicable Insurer shall have renewal rights with respect to all Insurance written pursuant to this Agreement. Client agrees to secure and protect the Protected Materials consistent with the maintenance of MRI's rights therein, as set forth in this Exclusive Marketing and Referral Agreement. Client agrees to execute such further instruments, and take such further actions as MRI may reasonably request, at MRI's expense, to apply for, register, perfect, confirm, and protect MRI's rights. Client shall reimburse MRI for any and all expenses that MRI may incur (including interest, attorneys' fees and other legal expenses) in connection with MRI's efforts to enforce its rights against Client with respect to the Protected Materials, or any of MRI's Intellectual Property rights in the event MRI prevails in such enforcement efforts.

6.2 Restrictions. Client shall not itself, or through any Affiliate, Client User, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client Users; (iii) write or develop any derivative works based upon the Protected Materials; (iv) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (v) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, other than on behalf of Owner, if applicable; (vi) disclose or publish, without MRI's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (vii) otherwise use or copy the Protected Materials except as expressly permitted herein.

6.3 Client Data. Notwithstanding anything in this Agreement to the contrary, Client and/or Owner retains sole and exclusive ownership to any and all Client Data.

6.4 License Grant by Client. Client hereby grants to MRI a perpetual, non-cancellable, worldwide, non-exclusive right to utilize any data that arises from the use of the Protected Materials by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.

6.5 Enforcement. Client shall (i) ensure that all users of Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify MRI of any actual or suspected violation thereof and (iii) cooperate with MRI with respect to investigation and enforcement of the Agreement.

7. INDEMNIFICATION

7.1 Client Indemnification. Client shall defend MRI against any claim, demand, suit, or proceeding made or brought against MRI by a third party arising out of or related to (i) improper, unlawful disclosure of the Client Data; or (ii) breach of any of Clients obligations or warranties under this Agreement or any negligent act or omission or willful misconduct of the Client (each of the above a "Client Claim"). Client shall indemnify MRI for all damages and costs finally awarded against, and for reasonable attorneys' fees incurred by, MRI in connection with any Client Claim, or those costs and damages agreed to in a monetary settlement of such Client Claim; provided that MRI (a) promptly gives Client written notice of the Client Claim, (b) gives Client sole control of the defense and settlement of the Client Claim (provided that Client may not settle or defend any Client Claim unless it unconditionally releases MRI of all liability), and (c) provides Client all reasonable assistance, at Client's cost. For purposes of this Section 7.1 only, "MRI" shall include MRI and its Affiliates, and each of their members, owners, officers, directors, employees, agents, successors and assigns.

8. DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 Disclaimer of Warranties. THE WARRANTIES, IF ANY, SET FORTH HEREIN ARE IN LIEU OF, AND MRI, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (ii) ANY WARRANTY THAT CONTENT WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY MRI, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. ALTHOUGH CERTAIN OF THE INSURANCE AND CONTENT MAY BE DESIGNED TO HELP CLIENTS COMPLY WITH APPLICABLE LAWS AND REGULATIONS, MRI HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INSURANCE AND CONTENT IN THIS REGARD. ALL SUCH LAWS AND REGULATIONS MAY CHANGE FROM TIME TO

TIME, AND THE INSURANCE AND CONTENT MAY NOT BE UPDATED TO REFLECT SUCH CHANGES. CLIENT SHOULD CONSULT AN ATTORNEY WITH RESPECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

8.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, MRI'S AND EACH INSURER'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO (i) WITH RESPECT TO INSURANCE OR PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT FOR THE PRIOR TWELVE (12) MONTHS FOR THE INSURANCE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. CLIENT ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES AND IN ITS ABSENCE THE TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

8.3 No Special Damages. IN NO EVENT WILL MRI OR INSURER BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT MRI OR INSURER HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 Time to Bring Claim. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT AGAINST MRI MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.5 Survival. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. TERM AND TERMINATION

9.1 Term. The term of this Exclusive Marketing and Referral Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder. Insurance commences on the date specified in the Order Document and continue for the term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, this Agreement shall automatically renew for the same length as the Initial Term (each renewal a "Renewal Term") unless either Party gives written notice at least sixty (60) calendar days' prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew the Insurance. The pricing for the first twelve (12) months of any Renewal Term shall be provided by MRI in writing no less than ninety (90) days' prior to the end of the Initial Term or any Renewal Term. Notice to not renew the Initial Term or any Renewal Term shall be given in accordance with Section 14.6 of the Exclusive Marketing and Referral Agreement and shall be deemed given upon delivery to the non-cancelling Party. For the purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "Term".

9.2 Termination. Either Party may terminate the Agreement including all Schedules immediately upon written notice in the event that the other Party commits a non-remediable material breach of the Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within thirty (30) business days of being notified in writing of such breach. In addition, this Agreement may be terminated: (a) by MRI at any time, as necessitated by Legal Requirements; (b) by MRI based on claim related losses; or (c) as provided in Section 14.3 below.

Where a Party has a right to terminate the Agreement, the non-breaching Party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Exclusive Marketing and Referral Agreement.

9.3 Post-Termination Obligations. Following termination of the Agreement or a Schedule (for whatever reason), Client shall certify that it has returned or destroyed all copies of the Content, Marketing Materials, and Confidential Information of MRI and acknowledges that its rights to use the same are relinquished. All rights and licenses granted to Client pursuant to this Agreement shall automatically terminate, and Client shall immediately cease holding itself out as a marketing representative of MRI hereunder. In addition, all fees properly earned prior to such expiration or termination shall be paid in accordance with Section 3.3 hereof. The termination of this Agreement shall not terminate the insurance policies for which the Customers have signed up via MRI's Insurance program provided Client continues to remit to MRI the premiums associated with such policies. At any time before or after termination, if an Owner requests that any Client Data be provided directly to such Owner, Client agrees that MRI may transfer such Client Data directly to such Owner, and that MRI shall not be liable for any damages that result from the transfer of Client Data to an Owner.

10. INSURANCE MARKETING OBLIGATIONS.

10.1 Appointment. MRI hereby appoints Client, and Client hereby accepts such appointment, as MRI's exclusive marketing representative for the Properties for the Insurance. Client acknowledges that MRI is not an Insurer but acts as an Agent for the Insurer.

10.2 Sole Authority. Client's sole authority shall be to market the Insurance at the Properties and perform the tasks listed in Section 12 hereof or such other tasks as the parties shall mutually agree upon in writing in accordance with the terms of this Agreement.

10.3 Independent Contractor. Subject to the terms and conditions of this Agreement, Client should conduct Client's business relating to this Agreement solely as a principal for Client's own account and at Client's own expense and risk. Client is and shall remain an independent contractor of MRI at all times during this Agreement.

10.4 Marketing Restrictions.

10.4.1 Client shall not have, and shall not represent that Client has, the authority to make any commitments, representations, warranties or agreements or incur any liabilities whatsoever on behalf of MRI or any Insurer, nor shall MRI or any Insurer be liable for any acts, omissions, contracts, commitments, promises, or representations made by Client, except as specifically authorized under this Agreement. Client does not have and shall not represent itself directly or by implication as having (a) any such relationship with MRI or any Insurer beyond being in an exclusive marketing and referral agreement with MRI, or (b) the right to bind or assume obligations on behalf of MRI or any Insurer for any purpose.

10.4.2 During the Term, Client agrees not to represent, promote, or market at any of the Properties any insurance products or services which compete with the Insurance offered through MRI under this Agreement. Client warrants that Client does not currently represent or promote at any of the Properties any lines of insurance products or similar services that have not been disclosed to MRI.

10.4.3 Client shall not respond to any questions from Customers/Lesseees or Insureds regarding the Insurance. Client shall refer all such questions to the Insurer.

10.4.4 Client shall not, without MRI's prior written approval, alter, enlarge or limit orders, make representations or guarantees concerning Insurance, accept the return of, or make any allowance for, such Insurance.

11. REPRESENTATIONS AND WARRANTIES.

11.1 MRI Warranty. MRI represents, warrants and covenants to Client the following for the duration of the Agreement:

(a) MRI is and shall remain during the Term a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with all necessary corporate power and authority to conduct its business, and (ii) duly qualified to transact business and perform this Agreement to the full extent contemplated herein.

(b) MRI hereby represents and warrants that, the execution and delivery of this Agreement by MRI, and the performance of its obligations hereunder, have been duly authorized by all requisite corporate actions on the part of MRI, and this Agreement has been duly executed and delivered by MRI, and is enforceable against MRI.

11.2 Client Warranty. Client represents, warrant and covenant to MRI all of the following for the duration of the Term:

(a) Client are and shall remain (i) an entity duly organized, validly existing and in good standing under the laws of its state of formation with all necessary corporate power and authority to conduct Client business, and (ii) duly qualified to transact business and perform this Agreement to the full extent contemplated herein.

(b) The execution and delivery of this Agreement by Client, and the performance of Clients obligations hereunder, have been duly authorized by all requisite corporate actions on the part of Client, and this Agreement has been duly executed and delivered by Client, and is enforceable against Client.

(c) Neither Client nor any of Clients agents or representatives shall make any statement, representation, or warranty regarding MRI, any Insurer or the Insurance or any component thereof, which is not expressly set forth in this Agreement, the Marketing Materials provided to Client by MRI, or which is not previously authorized in writing by MRI.

12. CLIENT OBLIGATIONS

12.1 Insurance Requirement. Client shall use commercially reasonable efforts to require all Customers/Lesseees to obtain and maintain, as a condition of residing at a Property, at least \$100,000 of liability insurance coverage. Client shall utilize a lease addendum in each resident lease as set forth in Exhibit A ("*Insurance Addendum*"), attached hereto and incorporated herein by reference. This addendum will include reference to the preferred provider including the MRI Name, the toll-free number and the website for enrollment. Client shall use commercially reasonable efforts to communicate such lease requirement to all Customers renewing leases and to potential customers interested in leasing arrangements at each Property and in connection therewith, shall utilize the specific letter ("*Prospect Letter*") set forth in Exhibit B, attached hereto and incorporated herein by reference.

12.2 Program Support. Client shall use commercially reasonable efforts to promote the Insurance at the Properties. Without limiting the generality of the foregoing, Client shall reasonably cooperate with MRI, including, but not limited to, granting MRI marketing access to Customers and to Clients web-sites, by way of providing links to the MRI web site and descriptions of the insurance and availability of the preferred provider offering for the purpose of MRI marketing the Insurance and enrolling Customers.

12.3 Marketing. Client shall provide reasonable support and assistance to MRI, in developing marketing or related materials, including but not limited to distribution of MRI's Marketing Materials. Client shall not publish, issue or use any Marketing Materials, or engage in any other Insurance distribution system, including, but not limited to, telemarketing, without the prior written approval of MRI, such approval not to be unreasonably withheld. Without limiting the generality of the foregoing or Section 10.4.2 above, during the Term Client shall not allow any marketing materials, including, but not limited to brochures, scripts and disclosures, that relate to insurance products or services which compete with the Insurance, to be placed at the Properties or otherwise provided to Customers by Client or Clients representatives.

12.4 Training. Client shall reasonably cooperate in training all employees, representatives and agents who may be involved in administering and supporting MRI's Insurance program(s), in accordance with the training materials and instruction developed, provided and presented to Client by MRI. Without limiting the generality of the foregoing, Client agree to make property managers and leasing consultants at each Property available for training (such training may be conducted in person at the Property or through a teleconference) within thirty (30) days after (a) the Effective Date, (b) a Property is added to an Order Document pursuant to this Agreement, or (c) the date any such Property manager or leasing consultant is hired, as applicable.

12.5 Professionalism. Client shall provide services under this Agreement solely in Clients own name and in a businesslike, ethical, efficient and professional manner.

12.6 Compliance. Client shall comply with all written guidelines, instructions, rules and regulations of MRI with respect to Clients provision of the services under this Agreement using reasonable skill and care and in accordance with Good Industry Practice; provided, that Client shall not be obligated to comply with such guidelines, instructions, rules and regulation of MRI unless and until they have been provided to Client in writing. Client shall comply with all applicable laws, regulations and legal requirements, including, but not limited to, federal and state consumer protection and privacy laws, and state insurance laws, rules, regulations and guidelines as set forth in Exhibit C.

12.7 Announcement. Client shall announce Clients participation in MRI's Insurance program(s) under this Agreement through the distribution of the endorsement letter to all Properties. Client agree to redistribute the Endorsement Letters to each Property on each anniversary of the Effective Date during the Term. MRI shall have the right during the Term to distribute the Endorsement Letter from time to time to Client employees and representatives.

12.8 General. Client shall perform such other reasonable Insurance activities, as reasonably requested in writing by MRI.

13. MRI OBLIGATIONS

13.1 Marketing Materials. MRI shall supply Client from time to time, in its reasonable discretion, with Marketing Materials to enable Client to market the Insurance and implement this Agreement. Client hereby acknowledge that MRI and/or the Insurers are the sole and exclusive owners of the Marketing Materials and all Intellectual Property rights therein.

13.2 Compliance. MRI shall comply with all applicable laws, regulations and legal requirements, including, but not limited to, federal and state consumer protection and privacy laws, state insurance laws and rules and regulations of the state insurance agencies having appropriate jurisdiction.

13.3 Training and Monitoring. MRI shall provide reasonable training and instruction regarding MRI's Insurance program(s) to Client and Client employees, representatives and agents who may be involved in administering and supporting such program(s). MRI shall monitor Client performance under this Agreement for each of the Properties and shall provide to Client from time to time applicable performance reports.

13.4 Administration and Customer Support. MRI shall, on its own or through third parties, including, but not limited to, Insurers: (a) receive and process Insurance enrollments, applications and cancellation requests, (b) issue Insurance policies, certificates or contracts pursuant to the terms hereof and the applicable forms based on enrollment or application information received by MRI, (c) deliver to Insureds all forms applicable to Insurance coverage, including copies of completed applications and policies, certificates or contracts, (d) collect, receive and provide receipt for the applicable Insurance premium (as authorized by Customers), (e) in the event of cancellation, refund to Customers the unearned Insurance premium in accordance with the applicable manuals, rates, premium and refund formulas, (f) provide a toll-free telephone number for inbound calls for customer services related to the Insurance provided hereunder, including, but not limited to, questions related to billing, policy coverage, and cancellation, (g) receive and process all claim requests, and (h) perform such other administrative activities as agreed upon in writing by the parties.

14. GENERAL PROVISIONS

14.1 Publicity. Client may not use the name, logo or otherwise of MRI in any publicity without the prior written approval of MRI, which approval shall not be unreasonably withheld. Each Party shall complete its review of any proposed materials or activities submitted by the other Party within five (5) business days of its receipt of such materials from the other Party. Client agrees it will participate in a joint press release within thirty (30) business days of the execution of this Exclusive Marketing and Referral Agreement.

14.2 Force Majeure. Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

14.3 Assignment. Upon any sale or change of management to an entity not affiliated with Client, this Agreement with respect to such sold Property will be terminated. Client agrees to provide MRI with written notice of any change in ownership or management of a Property no less than forty-five (45) business days prior to the date that any change in the ownership or management takes place.

MRI may assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer the Agreement without the prior written consent of the other Party.

14.4 Non-solicitation. During the term of this Exclusive Marketing and Referral Agreement and for a period of one year following its termination, Client will not employ or solicit for employment directly or through other parties, without the MRI's written permission, any individual employed by MRI. If a Party breaches this Section 14.4, such Party shall pay to the non-breaching Party a sum equal to 150% of the hired employee's annual salary while such employee was employed by the non-breaching Party, and such payment shall be made within thirty (30) calendar days of hiring such employee.

14.5 Compliance. During the term of this Exclusive Marketing and Referral Agreement and for a period of one (1) year following its termination, Client shall maintain and make available to MRI records sufficient to permit MRI or an independent auditor retained by MRI to verify, upon ten (10) calendar days' written notice, Client's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Client with the Agreement, Client shall reimburse MRI for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by MRI, and Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to MRI during the period of noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of MRI's termination rights.

14.6 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand; by overnight courier; by certified mail, return receipt requested; or in a conspicuous banner to the Client within the product, to the Parties first set forth in the Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

14.7 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

14.8 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.9 Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: Sections 1, 2, 3, 4, 6.1, 6.2, 6.5, 7, 8, 9, and 14.

14.10 No Waiver. Any waiver of the provisions of the Agreement or of a Party's rights or remedies under the Agreement must be in writing and include a signature by an authorized representative of each Party to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and

remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such Party's right to take subsequent action.

14.11 Entire Agreement. The Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. Client hereby releases and discharges MRI from any and all claims for relief, causes of action, or demands arising out of or in any way relating to any event, act or occurrence prior to the Effective Date of this Agreement. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each Party. All pre-printed terms of any Client purchase order or other Client business processing document shall have no effect. Each Party represents and warrants to the other that: (i) it has full power, authority, and legal right to execute, deliver, and perform this Agreement, (ii) each signor is duly authorized and has legal capacity to execute and deliver this Agreement and (iii) this Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

14.12 No Third Party Beneficiaries. This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a Party, any client of a Party, or any employee of a client of a Party.

14.13 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Ohio to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Ohio under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. Each Party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter. The Parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

14.14 Legal Fees and Costs. In the event of a dispute between the Parties regarding the enforcement of the Agreement, the prevailing Party in such dispute will be entitled to collect from the other Party the prevailing Party's reasonable legal fees and costs.

14.15 Order of Precedence. To the extent any terms and conditions of this Exclusive Marketing and Referral Agreement conflict with the terms and conditions of any Schedule, the provisions of this Exclusive Marketing and Referral Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Exclusive Marketing and Referral Agreement.

In the event of a conflict between an Order Document and the Exclusive Marketing and Referral Agreement, the Exclusive Marketing and Referral Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

14.16 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a Party based on the author of the document.

14.17 Counterparts. The Exclusive Marketing and Referral Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

14.18 Treatment in the Event of Bankruptcy of Client. The Parties acknowledge and agree that this Agreement is an executory contract as such term is defined in section 365 of the United States Bankruptcy Code ("USBC"). The Parties further acknowledge and agree that the Agreement does not provide a license of intellectual property as defined in section 101(35) of the USBC and that the provisions of Section 365(n) of the USBC are therefore not applicable. Client acknowledges that MRI will be harmed if this Agreement was assigned to a competitor, direct or indirect, or any other party which would be detrimental to the business and rights of MRI, Client hereby grants MRI the right to consent to any proposed assignment of this Agreement in a bankruptcy and that the rights of consent to the assignment provided in section 365(c)(1) of the USBC shall be applicable to any proposed assignment of this Agreement in any bankruptcy case filed by Client.

15. STUDENT HOUSING. If Client is performing services regarding student housing the following additional provisions shall apply:

15.1 Specific Duties. Client shall engage in a reasonable series of communications to prospects and Lessees regarding the Insurance Requirement and MRI's Insurance program(s). Without limiting the generality of the foregoing, Client shall facilitate and cooperate in allowing MRI to carry out the communication tactics described in Exhibit D and shall supply the lists and email lists as outlined in Section 15.2.1 and 15.2.2.

15.2 Lists. Client agrees to supply the following Resident List and Lessee Lists as required under this Section 15.2 (except where prohibited from doing so by applicable laws, regulations and legal requirements) for each subject Property for which the Insurance Requirement is included in the lease. In the event Client determines that Client is prohibited by applicable laws, regulations and/or legal requirements from disclosing to MRI the information hereunder, Client shall provide MRI with written notice thereof, and such notice shall, at a minimum, identify the applicable law, regulation and/or legal requirement that prohibits the disclosure, a detailed description of the basis for Client's determination that the disclosure is prohibited, and the number of Restricted Residents and Restricted Lessees.

15.2.1 Lessee List. -For future residents signing leases to reside at the Properties for the current school year (and all subsequent school years during the Term), Client will furnish to MRI a new Lessee List for each calendar month, no later than fifteen (15) calendar days after the end of each calendar month. This Lessee List will include for each Property, at a minimum, student's name, lease ID number, application approval date, lease start date and/or lease extension or renewal date and dates, guarantor's name, all known email addresses for each Lessee and guarantor who has signed a lease for the upcoming school year and the insurance fields as described in Section 15.3. This list will identify residents and guarantors separately for each Property and a separate list will be compiled for each school year.

15.2.2 Resident List. This list will include only residents who physically reside at the properties (Current Residents) and the term Lessee as described in this Agreement will refer to physical occupants. Client will furnish to MRI a new Customer List for each calendar month, no later than fifteen (15) calendar days after the end of each calendar month. Information supplied will include, at a minimum, student's name, unit number, lease ID number, application approval date, unit move in and lease extension or renewal data and dates, guarantor's name, student's address, guarantor's home address, all known email addresses for each Lessee and guarantor and the insurance fields as further described in Section 15.3. This list will identify residents and guarantors separately for each Property and a separate list will be compiled for each school year.

15.3 Property Information. Client shall provide MRI with the following information with respect to each Property: (i) property information including the name, unique internal property number if any, mailing address, email address, facsimile number and phone number and (ii) an organizational chart including contact information for regional managers, property managers and leasing consultants. Client shall provide MRI with monthly updates to the information described in this Section 15.3 in the event such information changes. As soon as practicable, Client shall add and implement into Clients property tracking system(s) ("System") those insurance fields reasonably required by MRI and shall maintain the System (including the aforementioned insurance fields) throughout the Term. Client shall also provide MRI with data for each Property that details for each resident (except where prohibited from doing so by applicable laws, regulations and legal requirements) the names of the residents and their unit numbers, lease ID number, application approval date, unit move-in and lease extension or renewal data and dates, resident and guarantor contact information including email addresses (provided through a third party list management service that facilitates communications while protecting Lessee data), and insurance fields (e.g. insurance (Y/N)), insurance provider name, policy number, policy expiration date, liability limit) for all Units (each, a "Property Report"). Each Property Report shall be prepared on a monthly basis, shall include all data applicable for the calendar month, and shall be provided to MRI within five (5) business days following the end of such calendar month. In the event Client determine that Client are prohibited by applicable laws, regulations and/or legal requirements from disclosing to MRI the above-referenced information for any residents (collectively, the "Restricted Residents"), Client shall provide MRI with written notice thereof, and such notice shall, at a minimum, identify the applicable law, regulation and/or legal requirement that prohibit the disclosure, a detailed description of the basis for Clients determination that the disclosure is prohibited, and the number of Restricted Residents.

15.4 Communications. The parties acknowledge and agree that MRI will communicate with Client and the Properties from time to time through electronic means including email and phone and Client consent to all such communications. If MRI determines (in its reasonable discretion) that direct contact between Client and an Insurer would be a more efficient means of communication, MRI may provide Clients email address, facsimile number and/or phone number to one or more Insurers. Further, MRI will (i) with respect to marketing emails sent as contemplated by Exhibit D, manage all opt-out and unsubscribe requests and (ii) with respect to all communications (including, without limitation, marketing emails) with Lessees and potential lessees (and guarantors), endeavor to ensure such communications are true and correct, are not deceptive, misleading or abusive, do not omit any material statement or fact, and comply with all applicable laws, rules, regulations, legal requirements and guidelines.

END OF EXCLUSIVE MARKETING AND REFERRAL AGREEMENT

EXHIBIT A

LEASE ADDENDUM

Resident agrees to obtain and maintain, at Resident's sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, which provides limits of liability to third parties in the amount not less than \$100,000 per occurrence (Insurance Requirement). At the Resident's discretion, and sole expense, Resident may purchase an insurance policy covering Resident's personal property or belongings, however Resident is only required to meet the \$100,000 per occurrence liability insurance requirement. Such liability insurance does not protect Resident against loss or damage to Resident's personal property or belongings - only a renter's insurance policy does this. Lessor also retains the right to hold Residents' responsible for any losses in excess of Residents' insurance coverage or for damages not covered.

Resident acknowledges that property or liability insurance maintained by Lessor may not protect Resident against personal injury, loss or damage to Resident's personal property or belongings, or to cover Resident from Resident's own liability from injury, loss or damage from fire or other negligent acts Resident (or Resident Occupant's or Guests) may cause others. Resident acknowledges they are not considered a co-insured of the Lessor and not protected under Lessor's fire insurance. Resident also acknowledges that by not maintaining a policy of personal liability insurance, he/she may be liable to others, including, if applicable, Lessor, for loss or damage from fire or other negligent acts caused by the actions of Resident or any of Resident's Occupants or Guests.

Resident further acknowledges that Lessor has made available to residents at the Apartments a program (the "Program") providing residents with an opportunity to purchase policies of renter's insurance or personal liability insurance directly from Multifamily Insurance Partners, LLC, an MRI Software LLC company. However, Resident is under no obligation to purchase renter's insurance or personal liability insurance through this Program. If you arrange your own personal liability insurance from a company other than Multifamily Insurance Partners, LLC, an MRI Software LLC company you must instruct your Insurance Agent to list ENTITY as an "interested party" with a notification address of interested party" to the address below.

[Entity] [Address]

Resident hereby makes the following election with respect to personal liability insurance (CHECK ONE)

____ Resident agrees to purchase personal liability insurance from Multifamily Insurance Partners, LLC an MRI Software LLC company through the Program at (phone number) or visit (website).

OR

____ Resident agrees to maintain a policy of \$100,000 personal liability insurance from an insurance company of Resident's choosing (other than through Multifamily Insurance Partners, LLC, an MRI Software LLC company). If Resident elects to purchase the required personal liability insurance from a company other than Multifamily Insurance Partners, LLC, an MRI Software LLC company. Resident will provide Lessor with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, subsequent renewal periods and from time to time thereafter upon Lessor's request.

Resident acknowledges that failure to provide written proof and maintain the Insurance Requirement shall be a Default in accordance under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. In the event of any conflict between the terms of this Addendum and other terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the lease shall have the same meaning for purposes of this Addendum as it has the purpose of the Lease.

EXHIBIT B

PROSPECT LETTER

Header Allowed - Company Logo or Name/Property Logo or Name etc.

Thank you for your interest in The _____ Apartments. At our community, all of our residents are required to provide proof of a minimum of \$100,000 personal liability coverage as a condition of residency. Personal liability coverage offers you protection if you are legally responsible for causing damage to someone else's property or in the event you are sued and accused of causing any damage. Upon the execution of any lease as a new resident or if you are renewing your lease with us, proof of coverage will be a condition of move-in and a condition required to renew. A Renter's Insurance policy provides coverage for your personal property and your belongings, but electing that coverage is up to you as we are only requiring liability insurance with the limits stated above.

For your convenience and benefit, we have arranged for coverage to be made available to you through Multifamily Insurance Partners. As a resident of _____ community, you are automatically approved for coverage by this provider and can enroll by phone or website in as little as five (5) minutes. As an added convenience, if you obtain your coverage from Multifamily Insurance Partners LLC, an MRI Software LLC company, you do not have to show proof of coverage as outlined above and below, as the staff at the management office will be notified automatically. You may purchase coverage to satisfy your lease requirement from our preferred partner or you may acquire the insurance from an insurance agency of your choice.

If you are interested in receiving additional information about this preferred provider, you may pick up a brochure at the management office, call Multifamily Insurance Partners LLC, an MRI Software LLC company at (phone number) or visit (website).

Once you have obtained a policy that meets this insurance requirement, you must provide proof of coverage to the Management Office prior to move in or prior to the approval of your lease renewal. Proof of coverage may include a copy of a Declaration Sheet, a Certificate of Coverage or a confirmation of coverage letter from an insurance agent or company. If you arrange for liability insurance from a company other than our preferred provider, please ensure your Insurance Agent lists "_____" as an "interested party."

Thank you for your cooperation and please let us know if you have any questions.

Sincerely,

_____(Management Company or Community Name)

EXHIBIT C

STATE INSURANCE GUIDELINES

PROPERTY STAFF MAY DO THE FOLLOWING:

- STATE THAT NO INSURANCE COVERAGE IS INCLUDED WITH THE APARTMENT AND THAT \$100,000 RENTER'S LIABILITY INSURANCE IS REQUIRED.
- INFORM RESIDENT AND HIGHLIGHT THE ADDENDUM SECTION OF THE LEASE REFERRING TO THE RENTER'S FINANCIAL RESPONSIBILITY REQUIREMENT OF \$100,000 PERSONAL LIABILITY INSURANCE.
- INFORM RESIDENT OF THE AFFILIATED PROGRAM THROUGH MULTIFAMILY INSURANCE PARTNERS AND INFORM RESIDENT THAT THEY MAY ALSO OBTAIN COVERAGE FROM AN OUTSIDE INSURANCE PROVIDER.
- REQUEST PROOF OF PERSONAL LIABILITY INSURANCE COVERAGE WHICH HAS BEEN OBTAINED FROM AN OUTSIDE INSURANCE PROVIDER.
- INTRODUCTION OF INSURANCE BROCHURE TO RESIDENT.
 - HAND BROCHURE TO RESIDENT.
 - INCLUDE BROCHURE IN A LEASE PACKET.
 - INCLUDE BROCHURE WITH A RENEWAL LETTER.
- INFORM RESIDENT OF THE AVAILABLE COVERAGE OPTIONS WITHIN THE BROCHURE.
- INFORM RESIDENT OF THE DIFFERENT PAYMENT METHODS REFERENCED IN THE BROCHURE.
- INFORM RESIDENT THAT THE TOLL-FREE NUMBER IS AVAILABLE FOR ALL INSURANCE QUESTIONS AND CLAIMS.
- PROVIDE TELEPHONE ACCESS TO TOLL-FREE NUMBER FROM OFFICE.
- PROVIDE INTERNET ACCESS TO WEBSITE FROM OFFICE.

PROPERTY STAFF MAY NOT DO THE FOLLOWING:

- DISCUSS OR RESPOND TO QUESTIONS RELATING TO COVERAGE LEVELS, COVERAGE EFFECTIVE DATES, CLAIMS, CANCELLATIONS, OR PROCESSING. ALL INSURANCE RELATED QUESTIONS MUST BE REFERRED TO THE MARKETING MATERIAL OR TOLL-FREE NUMBER.
- CONDUCT THE TELEPHONE CALL ON BEHALF OF THE RESIDENT.
- COMPLETE THE INTERNET ENROLLMENT ON BEHALF OF THE RESIDENT.
- DISTRIBUTE BROCHURE TO EACH APARTMENT UNIT.

EXHIBIT D

COMMUNICATION TACTICS

- a. Point of Purchase display - acrylic brochure stand (approximately 8.5x11x3.25) with message backing and brochures will be displayed during the Term in a prominent location in each property leasing area
- b. Client will allow MRI to send, as a minimum standard of communication regarding the Insurance Requirement and its enforcement, the following emails to Lessees and parents regarding the Insurance Requirement and related information. These emails will be co-branded (Clients logo and ours at the top) and will be sent from an email address named insurance@XXXXX.com which Client will create and "validate" so that our email marketing system can send from this address.
- i. Within fifteen (15) days after Lessee/parent approved for lease - email with content indicating that Lessee is now pre-approved for coverage with MRI. This email will include a reminder of the Insurance Requirement, a reminder of key benefits of MRI coverage (highly convenient, many choices etc.), a link to the MRI information website and information about receiving a reminder email to purchase insurance approximately ninety (90) days before move in.
 - ii. At least one Email sent to all Lessees or parents after the time they have executed a lease and before they are ninety (90) days out from move in that includes additional information reminding the parent(s) about the Insurance Requirement, the various benefits of the available MRI policy, (such as pre-approval, easy enrollment etc.) and specific directions on how to secure a policy beginning at ninety (90) days out from move in (mention of toll free number, website, and various FAQs) including information regarding the potential negative aspects of adding Lessee to the homeowner coverage.
 - iii. Email sent to parents and Lessees at approximately ninety (90) days out from move in. This email's content will include a reminder of the Insurance Requirement and the interested party requirement, and explicit directions on how to buy from MRI's website or toll free number with indication that MRI's website has additional information, FAQs etc.
 - iv. Email will be sent to parents and Lessees at approximately fifty - sixty (50-60) days prior to move in. This email's content will include a reminder of the Insurance Requirement and interested party language with specific text on how to secure MRI coverage, the benefits of MRI coverage (easy enrollment etc.) information regarding the potential negative consequences of claims on homeowners' policies, and information about general benefits of insurance for Lessees and parents.
 - v. Email will be sent to parents and Lessees at approximately thirty - forty-five (30-45) days prior to move in. This email's content will be substantially similar to the email sent in (d) above days.
 - vi. At least two additional emails will be sent to parents and Lessees at approximately twenty-one (21) days and then five (5) days prior to move in. The content of these emails will include a reminder of the Insurance Requirement and interested party language and a reminder of the need to secure proof of coverage or move in will be denied.
- c. In addition to the communications in ii. above, Client will mention Insurance Requirement, MRI website and toll free number, and the need to show proof of coverage in order to move in, in the roommate letter (the correspondence sent to residents indicating their room assignments and/or roommates) or any other similar communication from Client to Lessees and parents prior to move in.
- d. Property staff (during the time period of move ins including on actual move in days) will have available and distribute to all Lessees with missing coverage an Insurance Requirement instruction page that will outline the Insurance Requirement and indicate that a MRI policy can be secured in less than 5 minutes and that website or toll free number may be used to secure coverage immediately and allow move in.
- e. Insurance Banner or point of purchase table topper will be displayed at a "station" which will include acrylic point of purchase stand referenced in i. above and will be positioned near a computer accessible to Lessees if feasible. Also, each Property computer accessible to Lessees (such as in computer labs or common areas) will be set to the MRI's insurance webpage beginning on the first move in day and for at least two weeks thereafter.
- f. In addition to these minimum actions, Client and MRI may determine that additional communication tactics are appropriate for certain properties or segments of residents.
- g. In the event that Client utilizes or begin to utilize an on-line leasing process or platform, Client agrees to coordinate information sharing and communication between MRI and Clients software vendor (and/or any subsequent or additional vendor or partner for on line leasing tools, portals, and other prospect facing online marketing) so that by the earlier of (a) forty-five (45) days after the Effective Date of this Agreement or (b) within thirty (30) days of Clients residents having access to any online leasing application, the on-line leasing process will incorporate information and reference to the insurance requirement. At a minimum, the online leasing process will utilize the text of the Prospect Letter and will include explanation of the Insurance Requirement, a reminder of key benefits of MRI coverage (highly convenient, many choices etc.) specific directions on how to secure a policy (mention of toll free number, direct link to designated MRI website, and various FAQs) and information regarding the potential negative aspects of adding Lessee to the homeowner coverage.
- h. Client will ensure that an electronic version of the Insurance brochure is distributed with each Prospect Letter that is sent to any Customer/Lessee or potential customer.
- i. Client agrees to provide MRI access to, and agrees to communicate directly with, all Customers including but not limited to any Customers renewing leases and potential customers interested in leasing arrangements, at each Property, regarding its preferred Insurance provider.
- j. The Client will ensure there is an active/working link from its property website to its website via which property insurance is sold, which can be accessed without interruption by any Customers or potential customers of the Client.

END OF EXCLUSIVE MARKETING AND REFERRAL AGREEMENT EXHIBITS

FORCED PLACEMENT/ PAY WITH RENT INSURANCE SCHEDULE

This Forced Placement and Pay-With-Rent Product Schedule is entered into between Multi-Family Insurance Partners, LLC, an MRI Software LLC company (“MRI”) and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Schedule to be effective as of the Effective Date, as defined in the Order Document.

1. **PURPOSE.** This Schedule is to provide certain insurance products to Clients Customers under Forced Placement and Pay with Rent arrangements as more fully described below.
2. **INSURANCE COVERAGES.** MRI offers two types of insurance product under this Schedule (the “FP/PR Insurance”):
 - i. **Forced Placement Insurance (“FP Insurance”):** Client may obtain FP insurance on behalf of its Customer if such Customer fails to provide Client with proof of liability insurance required by the lease with such Customer or if Client receives notice that such coverage has lapsed or been terminated. This coverage will provide liability coverage with a \$100,000 limit, with no deductible. Content coverage is NOT included.
 - ii. **Pay with Rent Insurance (“PR Insurance”):** Client may obtain PR insurance on behalf of its Customer after such Customer has elected, in connection with such Customer’s lease obligations, to have Pay with Rent insurance obtained by Client on behalf of such Customer. This coverage will provide liability coverage with a \$50,000 limit, with no deductible, AND contents coverage with a \$10,000 limit, with a \$500 contents deductible.

MRI shall have the right to change the types of insurance products and coverages included in the FP/PR Insurance. In the event that changes to the insurance products or services is required, (a) MRI shall give Client as much advance notice as practicable under the circumstances and (b) MRI shall be responsible for any notices to Insureds, if any, as required by applicable law .

3. **PROCESS.** To have MRI provide the FP/PR Insurance hereunder, the parties shall adhere to the following process:

3.1 FP/PR File. At a minimum of twice per month and a maximum of once per day, Client shall provide MRI with a file (“FP/PR File”) detailing all the required information necessary to establish/terminate coverage for each identified Customer (each a “Designated Customer”), including (i) the type of coverage(s) requested (ii) the date on which Client request the coverages to commence or be cancelled (iii) necessary resident information such as name, mailing address, email address, tenant id, etc. and (iv) such other information as reasonably requested by MRI to establish, cancel and administrate the policies. The date of any request to establish or cancel coverage shall not be more than fifteen (15) days prior to the date the FP/PR File is provided to MRI. In no event shall MRI be obligated to provide any refunds or credits of greater than fifteen (15) days prior to the date the FP/PR File is received by MRI. As of the Schedule Effective Date, each FP/PR File will be in a format reasonably acceptable to MRI. MRI may update the format and form of the FP/PR File from time to time upon providing new specifications to Client.

3.2 Resident Notices. Prior to making a request for FP/PR Insurance for a Customer, Client must provide to such Customer all notices, and obtain from such Customer all approvals, permissions and consents, required by applicable laws and regulations. Without limiting the generality of the foregoing, Client agree to the following:

3.2.1 Notices for FP Insurance. Prior to including a Customer on a FP/PR File for the addition of FP insurance, Client will send at least one (1) written notice to such Customer (“FP Notice”) at least five (5) days prior to transmitting the applicable FP/PR File for such Customer. Such FP Notice shall be in a form pre-approved by MRI (such approval not to be unreasonably withheld or delayed) and shall include, without limitation, the requirements set forth in Exhibit A attached hereto. E-mail shall be deemed “written notice” for purposes of this paragraph (in addition to other forms of writing).

3.2.2 Notices for PR Insurance. Prior to including a Customer on a FP/PR File for the addition of PR insurance, Client will ensure that such Customer has opted-in, in writing, for Client to purchase the PR insurance on the Customer’s behalf. To satisfy the requirement of the preceding sentence, Client shall include the PR Addendum attached hereto as Exhibit B or such other form pre-approved by MRI in writing, as part of the lease with any Customer for which Client will be obtaining PR insurance. In the event a Customer cancels or otherwise rescinds Customer’s approval for Client to obtain PR insurance on such Customer’s behalf, Client will have such Customer sign a written cancellation in substantially the form attached hereto as Exhibit C or such other form pre-approved by MRI in writing.

3.3 Brochures for PR Insurance. You shall make available to residents and prospective residents a PR brochure in both paper and electronic format. This brochure shall be in a form provided by MRI and the paper brochures and electronic file shall be provided by MRI.

3.3.1 No Agency. Client acknowledges that neither Client nor any of Client personnel are insurance “agents” under this Schedule (and the Marketing Agreement) and agree that neither Client nor Client personnel shall (i) represent to any Customer that Client (or Client personnel) are acting as insurance agents or (ii) engage in any insurance agent activities.

4. CUSTOMER DATA. In the course of performing under this Schedule (and the Marketing Agreement), Client may provide or make available to MRI information about Client's customers and tenants, including, without limitation, personally identifiable information ("**Customer Data**"). Client represents and warrants to MRI that Client has all necessary rights, licenses, permissions and authorizations to provide Customer Data to MRI for MRI's possession and use as intended by the Marketing Agreement. Client hereby grants MRI a nonexclusive license to possess and use the Customer Data and MRI agrees that it will only use the Customer Data to perform its obligations under the Marketing Agreement, including, without limitation, to provide notifications regarding expired, expiring, missing or canceled insurance policies. MRI acknowledges that as between Client and MRI, Client owns the Customer Data and such Customer Data shall be considered Client's Confidential Information under the Marketing Agreement.

5. MRI OBLIGATIONS. MRI will use commercially reasonable efforts to ensure that all Designated Customers have the appropriate FP/PR Insurance coverage as requested by Client and on the day requested, all as set forth in the applicable FP/PR File (a Designated Customer covered by the FP/PR Insurance shall be referred to hereinafter as a "**FP/PR Insured**") provided that Client is current on their payments. Client acknowledges that MRI will rely solely on the information supplied by Client in the applicable FP/PR File to initiate and/or cancel the FP/PR Insurance coverage for Clients Designated Customers. MRI shall have absolutely no responsibility or liability for initiating or canceling any insurance coverage in accordance with information Client supplied to MRI.

6. FEES AND PAYMENT.

6.1 Client shall pay to MRI premiums and charges for the FP/PR Insurances and services hereunder (the "**FP/PR Insurance Fees**") as outlined in the applicable Order Document.

MRI may modify the FP/PR Insurance Fees from time to time by providing Client with ninety (90) days prior written notice of the changes, and the revised FP/PR Insurance Fees shall apply to all FP/PR Insureds starting in the calendar month immediately following the expiration of such ninety (90) day period. MRI will modify these fees only if necessitated by a change in applicable laws or regulations or underwriter requirements. MRI shall be responsible for providing notice of any such modifications to FP/PR Insureds as required by applicable law. MRI shall use commercially reasonable efforts to notify Client of such modifications as far in advance of providing such notice to FP/PR Insureds as practicable under the circumstances.

No FP/PR Insurance will qualify for any Reimbursement Payments or Fees payable under the Exclusive Marketing and Referral Agreement, including but not limited to Section 3. No compensation whatsoever will be paid to Client for any FP/PR Insurance policy. FP/PR Insurances will not factor into any calculations regarding the Per Policy Fee nor any aspect of the payments and fees or as outlined in an Order Document.

6.2 Payment. MRI will provide Client with an invoice for the FP/PR Insurance Fees due for each FP/PR Insured. The invoice will be for amounts due for the current period for each FP/PR Insurance Insured less any credits for prorations made for cancellations from the previous calendar month. Cancellations are only allowed for residents who move out involuntarily (evictions) or who move out without notice before the end of their lease term (skips). Cancellations shall not be attempted nor are required to be processed or honored for residents who move at out the end of their lease term or any other time with Client's consent, even if the lease end date is less than a year after the FP/PR Insurance was put in effect. Each invoice will be due and payable within ten (10) calendar days' following receipt of the invoice. Outstanding balances shall accrue interest at a rate equal to the greater of one and one half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus MRI's reasonable costs of collection. Without limiting any other remedies that MRI may have, MRI may offset amounts due under this Schedule, including, without limitation, interest for late payments, against amounts owed to Client under the terms and conditions of the Marketing Agreement. Client acknowledges that in the event Client fails to make timely payments any FP/PR Insurance Fees, any and all FP/PR Insurance policies will be subject to immediate cancellation upon not less than ten (10) calendar days' written notice to Client. MRI shall provide any notice of cancellation to FP/PR Insureds as required by applicable law. Client hereby agrees that MRI shall have absolutely no responsibility or liability for canceling any insurance coverage for Client's failure to timely pay any FP/PR Insurance Fees. Notwithstanding the foregoing, MRI is responsible for complying with any regulatory or statutory requirements concerning cancellation of coverage.

7. CANCELLATION OF FP/PR INSURANCE. Without limiting Section 6.2 above, MRI may cancel (or cease offering) any FP/PR Insurance, without any liability, due to changes in applicable laws or regulations or underwriter requirements. In the event MRI elects to cancel or cease offering any FP/PR Insurance, (a) MRI shall give Client as much advance notice (in writing) as is practicable under the circumstances and (b) MRI shall be responsible for providing notice of any cancellations to FP/PR Insureds as required by applicable law.

8. POST-TERMINATION OBLIGATIONS. Following termination of this Schedule (for whatever reason), all FP/PR Insurance Fees earned prior to the date of expiration or termination will be paid in accordance with Section 6 of this agreement. For clarification, the termination of this Agreement shall not terminate the FP/PR Insurance policies which for which the Residents have signed up via MRI's Insurance program, provided that Client continues to remit to MRI the premiums associated to such policies as outlined in Section 6.2.

9. **NO OTHER MODIFICATIONS.** Except as herein set forth, the Marketing Agreement has not been modified and, as modified by this Schedule, remains in full force and effect. To the extent there are any inconsistencies or ambiguities between the specific subject matter of this Schedule and the Marketing Agreement, the terms of this Schedule shall prevail over the terms of Marketing Agreement, but only with respect to the subject matter of this Schedule.

10. **SURVIVAL.** The following provisions will survive any termination or expiration of this Schedule: Sections 2, 4, 5, 6, 7, and 8.

11. **ORDER OF PRECEDENCE.** To the extent any terms and conditions of this Forced Placement and Pay-With-Rent Product Schedule conflict with the terms and conditions of the Exclusive Marketing and Referral Agreement, the Exclusive Marketing and Referral Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Exclusive Marketing and Referral Agreement. In the event of a conflict between an Order Document and the Forced Placement and Pay-With-Rent Product Schedule, the Forced Placement and Pay-With-Rent Product Schedule shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

END OF FORCED PLACEMENT/PAY WITH RENT INSURANCE SCHEDULE

EXHIBIT A

FP INSURANCE NOTICE REQUIREMENTS

1. Date of notice
2. Statement that this is the final notice (if final)
3. Property contact information - property or corporate
4. A statement that the lease requires the resident to carry liability insurance with a limit of at least \$100,000
5. A request for the resident to promptly provide evidence of such insurance, a description of the required insurance information and how the resident may provide this information
6. A statement that if proof of insurance is not provided, the resident's lease allows the lessor to purchase insurance on behalf of the resident
7. The lessor intends to maintain this required insurance by purchasing a policy at the resident's expense
8. A statement that the lessor's insurance, if purchased on behalf of the resident:
 1. May cost more than the resident can purchase elsewhere
 2. May not provide as much coverage as the resident's previous insurance
 3. Does not cover the resident's belongings
 4. Will cost the resident \$10.75* per month
9. Will be charged to the resident beginning on [insert date]
10. A statement that this cost once charged, is not refundable (per the Housing Agreement.)
11. A statement that it is highly recommended that the resident purchases alternative coverage including coverage that covers their belongings
12. A statement that the resident may purchase their required insurance from other reputable sources in the marketplace
13. Such other information as reasonably requested by MRI

*Resident cost per month may be modified in line with current state rates for residents.

EXHIBIT B

PR INSURANCE ADDENDUM

THIS PAY WITH RENT INSURANCE ADDENDUM (this “PR Addendum”) to the Apartment Lease dated _____ (the “Lease”), by and between Landlord and each Resident under the Lease (for purposes of this addendum, each and every Resident under the Lease shall be collectively referred to herein as “Resident”), is incorporated and made an integral part of the Lease. Any capitalized term not defined in this PR Addendum shall have the meaning given to it in the Lease or in the Resident Insurance Addendum. The term “Landlord” in this Addendum shall have the same meaning as “Owner” under the Lease (if applicable).

Landlord: _____

Residents: _____

Community: _____

Apartment Home: _____

RESIDENT AND LANDLORD HEREBY AGREE AS FOLLOWS:

Resident has been previously received and agreed with the terms and requirements of the Resident Insurance Addendum, which requires, in relevant part, that Resident comply with the Insurance Requirement of the Lease by maintaining liability insurance with minimum coverage limits of \$100,000 per occurrence.

As noted in the Resident Insurance Addendum, and agreed to by Resident and Landlord, Resident may purchase coverage that complies with the Insurance Requirement from any insurance company of Resident’s choosing.

Resident acknowledges that Landlord has provided Resident with information about how Resident can comply with the Insurance Requirement by securing coverage under a group insurance policy Landlord maintains, which is offered by Multi-Family Insurance Partners, LLC, an MRI Software LLC Company (“MRI”) and underwritten by American Bankers Insurance Company of Florida and Voyager Indemnity Insurance Company (the “PR Policy”). Resident acknowledges that the monthly premiums and/or terms and conditions for the PR Policy are subject to change upon prior written notice from MRI or Landlord.

RESIDENT ELECTION OF COVERAGE UNDER PR POLICY

_____ Resident hereby elects to purchase coverage under the PR Policy from MRI. The monthly cost of \$14.33* will be added to Resident’s monthly Rent and will be payable to Landlord. This coverage is as follows: liability coverage for damage to the Apartment Home structure in the amount of \$100,000 with a deductible for each claim of \$500; and property damage coverage for Resident’s personal property in the amount of \$10,000 with a deductible for each claim of \$500. Resident acknowledges that this monthly cost and/or terms and conditions of the PR Policy are subject to change upon prior written notice, which will be provided by MRI or Landlord, and agrees to such increases. Resident may terminate his or her coverage under the PR Policy by delivering written notice thereof to Landlord. If Resident delivers a termination notice, the charge for the PR Policy will be ceased based on Landlord’s insurance enrollment schedule, and Resident will be responsible for complying with the Insurance Requirement and providing evidence of such compliance before the termination of Resident’s coverage under the PR Policy.

*Resident cost per month may be modified in line with current state rates for residents.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

EXHIBIT C

PR INSURANCE

CANCELATION REQUEST

Please discontinue my Pay with Rent Insurance coverage through Multi-Family Insurance Partners, LLC, an MRI Software LLC company ("MRI").

I understand and agree that (a) it may take up to thirty (30) calendar days' to complete this cancellation through MRI and that I will be responsible for all Pay With Rent charges through the cancellation completion date, (b) I will comply with the Insurance Requirement described in the Resident Insurance Addendum to my Lease and provide evidence of such compliance before the cancellation completion date.

Signed

Print Name: _____

Date: _____

Signed

Print Name: _____

Date: _____

Alternate Insurance Information:

Provider:

Policy Number:

Policy Start Date:

Policy End Date:

END OF FORCED PLACEMENT/ PAY WITH RENT INSURANCE SCHEDULE EXHIBITS

DATA PROTECTION AND SECURITY SCHEDULE

This Data Protection and Security Schedule is entered into between MRI Software company outlined on the applicable Order Document ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Data Protection and Security Schedule to be effective as of the Effective Date, as defined in the Order Document. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. Definitions.

"Controller" means the natural or legal person which determines (individually or jointly or in common with others) the purposes for which and the manner in which any Client Personal Data are or will be Processed. For the purposes of this Agreement, the Client shall be deemed the Controller. Controller shall include a Business under the CCPA.

"Data Breach" shall mean a breach of security resulting from an act or omission by MRI, its employees or its subcontractors, leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed. For the purposes of this Agreement.

"Data Protection Legislation" means any applicable laws relating to the Processing, privacy, and use of Personal Data applicable to the Parties, might can include California Consumer Privacy Act ("CCPA").

"Personal Data" shall mean any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which is provided by the Client to MRI. The business information of the Client is not by itself deemed to be Personal Data, unless otherwise determined to be under applicable laws. Personal Data is deemed to be Confidential Information of Client.

"Processing" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **"Process"** and **"Processed"** will be interpreted accordingly.

"Processing Instructions" means the written instructions for Processing Client Personal Data, as set out in this Schedule and in the Agreement, and otherwise as provided in writing by or on behalf of Client to MRI or a MRI Affiliate from time to time.

"Processor" means the natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller. For the purposes of this Agreement, MRI shall be deemed the Processor. Processor shall include a Service Provider under the CCPA.

"Sub-contractor" or **"Third Party"** means any third party engaged by MRI in provision of the Services or otherwise delivering any part of the Services.

2. Security

2.1. General. MRI shall ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or

destruction of, or damage to the Personal Data, which are appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. During the Term of the Agreement, MRI shall maintain a documented information security plan ("Information Security Program"). MRI agrees to comply with all of its own requirements contained in such Information Security Program. MRI's Information Security Program shall include, at a minimum, appropriate controls and measures in relation to: (1) physical security at all MRI locations involved in the provision of the Services; (2) technical security with respect to the Client Data in MRI's possession; (3) organizational security arrangements regarding the employees and other representatives of MRI, its Affiliates, and its subcontractors, including training and awareness, staff vetting procedures and other security measures (e.g. use of passwords and security credentials); (4) securing Client Data contained within the SaaS Services; (5) Disaster Recovery and Business Continuity; (6) Vulnerability Testing and Security Audit; and (7) Data Breach Procedures. Additionally, MRI's Information Security Program shall comply with all laws applicable to MRI related to its security programs. MRI may update its Information Security Program from time to time in its sole discretion. Upon the occurrence of a disaster, MRI must evaluate the cause of the disaster as soon as possible, attempt to remediate the cause, and, if the outage will be sustained or cannot be remediated promptly, take appropriate actions to minimize the impact of the Disaster to the Client, such as implementing the Disaster Recover/Business Continuity Plan. Client shall not be charged an additional fee for any disaster recovery services, including backups and database restorations, performed by MRI due to a Disaster (whether at the MRI hosting location, within the SaaS Services or otherwise). MRI shall evaluate the effectiveness of its Information Security Program on a commercially reasonable periodic basis, but no less frequently than annually and (if it, acting reasonably, considers it necessary to do so) update the same.

2.2. Disaster Recovery and Business Continuity. MRI shall implement and maintain a disaster recovery plan with contingency measures as are reasonable within its industry in light of the sensitivity of the Services which MRI provides (the "Disaster Recovery/Business Continuity Plan"). Upon the occurrence of a Disaster, MRI must promptly evaluate the cause of the Disaster, attempt to remediate the cause and, if the outage will be sustained or cannot be remediated promptly, then it will promptly implement the Disaster Recovery/Business Continuity Plan. Client shall not be charged an additional fee for any disaster recovery services, including backups and database restorations, performed by MRI due to a Disaster (whether at the MRI hosting location, within the SaaS Services or otherwise). MRI shall evaluate the effectiveness of its Disaster Recovery/Business Continuity Plan on a commercially reasonable periodic basis, but not less frequently than annually. MRI may modify the Disaster Recovery/Business Continuity Plan from time to time, in its sole discretion, provided that such modifications do not materially and negatively modify the services provided in the Disaster Recovery/Business Continuity Plan as of the execution of this Agreement.

2.3. Vulnerability Testing and Security Audit. MRI shall conduct regular penetration and vulnerability testing of its information technology infrastructure and networks, at a commercially reasonable

frequency. Upon Client's request, MRI shall provide a letter of attestation to Client that the testing occurred. MRI may modify the scope of such penetration and vulnerability testing provided however, that the scope shall not materially and negatively change from the execution of this Agreement. During the Term of the Agreement, MRI shall comply with industry standard practices for audit and security procedures.

2.4. Data Breach. MRI will take commercially reasonable, but not less than industry standard, measures to protect the security of such Personal Data transferred by Client to MRI. In the event that MRI becomes aware or reasonably suspects that a Data Breach involving Client's Personal Data has occurred, MRI will without undue delay: (i) investigate the cause of the Data Breach; (ii) notify Client of the Data Breach and provide sufficient information to allow the Client to report the Data Breach and/or notify the data subject, if required; (iii) contain and remedy any Data Breach; (iv) take reasonable steps to mitigate the effects of and to minimize any damage resulting from the Data Breach; (v) reasonably assist Client in remediating or mitigating any potential damage from a Data Breach to the extent that such remediation or mitigation is within MRI's control; (vi) take reasonable steps to restore the security and integrity of any Systems used by MRI and/or its subcontractors to provide the Services; (vii) if the Data Breach resulted from Client's own actions the Client shall immediately, on demand, reimburse MRI for any costs incurred in relation to undertaking any of the foregoing and all costs, losses, damages, expenses or otherwise incurred by MRI to the extent that the same arise from such actions of the Client.

3. Provision of Personal Data. In addition to the terms and conditions set forth in the Agreement, Client agrees to only input into, transfer into the MRI Software and SaaS Services or provide access to MRI such Personal Data: (i) if and to the extent that Client is authorized to do so under applicable law, including obtaining any relevant consents from the Data Subject for such disclosure; (ii) if and to the extent that such Personal Data is necessary to enable MRI to provide the Services under this Agreement; (iii), and to do so only in fields specifically designed to house such Personal Data. MRI shall have no liability to Client, and Client shall indemnify MRI for all claims by third parties resulting from Client's storing Personal Data in non-designated fields. Client shall remove any Personal Data from its database(s) once it is no longer necessary for that purpose and may engage MRI (at MRI's then-current rates to assist in such deletion).

4. Data Processing. As Processor, MRI will only act upon and Process the Client's Personal Data for the purposes of performing its obligations under the Agreement or as outlined in MRI's Privacy Policy, subject to the Processing Instructions. MRI's Privacy Policy may be found at <https://www.mrisoftware.com/privacy-policy/>, and may be updated from time to time by MRI. Where Client is purchasing any of MRI's marketing products then MRI's Web Marketing Privacy Policy shall apply which may be found at <https://www.mrisoftware.com/webmarketingprivacypolicy> and which may be updated from time to time. Client's instruction to cease Processing Client Personal Data shall not alleviate Client's obligations under the Agreement, including without limitation, its payment obligations.

Additionally, MRI shall be permitted to Process Client Personal Data, without regard for the Processing Instructions, if required to do so by Data Protection Legislation; in such case, MRI shall promptly notify the Client of that legal requirement before Processing, unless that law prohibits such notification. If MRI is ever unsure as to the parameters or lawfulness of the Processing Instructions issued by Client, MRI will, as soon as reasonably practicable, revert to Client. MRI shall comply with its obligations as a Processor under the applicable Data Protection

Legislation in relation to the Processing of Client Personal Data by it under this Agreement.

5. Data Subject Requests. MRI shall, at its option and subject to the requirements of the Data Protection Legislation, (i) respond directly to the request from the Data Subject, or (ii) forward to the Client any requests from Data Subjects in respect of Personal Data pursuant to Data Protection Legislation (including the ability to correct, delete, block or port Client Personal Data and rights of access) and reasonably cooperate with the Client in complying with any such Data Subject's exercise of his/her rights in relation to such Personal Data as is Processed by MRI. Client may be required to make such requested modifications itself within the MRI system to fulfill the data subject request. For the purposes of responding to data subject requests, MRI shall be permitted to disclose information related to the Client as it relates to the data subject request.

6. Duration of Processing. Processing of the Client's Personal Data by MRI shall be for the Term of this Agreement, subject to restrictions outlined by Data Protection Legislation. Any Client Data remaining within the accessible SaaS Services beyond the expiration of the Term of this Agreement, shall be permanently deleted, without notice to Client. The Parties agree that the Personal Data, may be held in back up for up to one (1) year following the expiration of the Term. Client may engage MRI to return the Client Data, at MRI's then standard rates.

7. Scope of Personal Data. Client may provide and MRI may process the following types/categories of Personal Data for the following categories of Data Subject, or as otherwise provided to MRI by the Client:

Type of Data	Data Subjects Impacted
Personal Data;	Syndicators, developers and borrowers of the Client;
Contact Details;	Client's employees and staff;
Financial Details;	Client's consultants or other professional experts;
Files, Images, or Videos;	Client's resident, tenants, and customers
Real estate investment data;	Owners and property managers of the Client
Ownership data;	
Related party details	

8. MRI personnel. MRI shall ensure that its personnel and any Subcontractors will not Process the Client's Personal Data except in accordance with the provisions of this Schedule; and MRI will procure that the same are contractually obligated to maintain the security and confidentiality of any Client Personal Data. MRI shall take reasonable steps to ensure that the personnel Processing the Client's Personal Data receive adequate training on compliance with this Agreement and the Data Protection Legislation applicable to the Processing.

9. Subcontractors. The Client consents to MRI utilizing any of the sub-contractors listed on MRI's Service Providers/Subprocessor list, which may be found at www.mrisoftware.com/subprocessors. The MRI's Service Providers/Subprocessor list may be updated by MRI from time to time without the Client's prior approval, provided that MRI shall:(a) carry out adequate due diligence to ensure that the Sub-contractor is capable of providing the level of protection for Client

Personal Data required by this Agreement; and (b) ensure that any additional or replacement Sub-contractors shall be contractually bound to obligations with respect to the Processing of Client Personal Data substantially similar to those to which MRI is bound by this Schedule.

10. Compliance. MRI shall maintain such records and information as are necessary to demonstrate its compliance with Data Protection Legislation in relation to the Processing of Personal Data on behalf of Client under this Agreement, containing as a minimum the information required under Data Protection Legislation, which shall be made available to Client upon request. MRI shall reasonably cooperate with the Client in good faith to ensure compliance with its obligations under the Data Protection Legislation in respect of Personal Data taking into account the nature of Processing and the information available to MRI.

11. Audit. As required by applicable Data Protection Legislation, MRI shall, at the Client's cost, make available to the Client on reasonable request such information that is in its possession or control as is necessary to demonstrate MRI's compliance with the obligations placed on it under this Schedule) provided that under no circumstances shall a Client be granted access to MRI's offices, facilities, storage devices or infrastructure. MRI shall be entitled to withhold information and limit access to information on grounds of commercial sensitivity and/or confidentiality and shall not be obligated to provide such information that the Client can obtain for itself via the Services.

12. California Terms. Notwithstanding anything to the contrary in this Agreement, the following clause shall apply for Clients processing Personal Data of data subjects located in California:

- i. MRI shall not: (1) "Sell" or "Share" Personal Data as those terms are defined under Data Protection Legislation; (2) retain, use, disclose, or otherwise Process Personal Data except as necessary for the business purposes specified in the Agreement or this Schedule; (3) retain, use, disclose, or otherwise Process Personal Data in any manner outside of the direct business relationship between Client and MRI except as necessary for the business purposes specified in the Agreement or this Schedule; or (4) combine any Personal Data with Personal Data that MRI receives from or on behalf of any other third party or collects from MRI's own interactions with Data Subjects, provided that MRI may so combine Personal Data for a purpose permitted under Data Protection Legislation if directed to do so by Client or as otherwise expressly permitted by the Data Protection Legislation.
- ii. MRI shall: (1) notify Client if MRI becomes aware that it is no longer able to meet its obligations under applicable Data Protection Legislation; and (2) take reasonable and appropriate steps to help ensure that Personal Data use is consistent with Client's obligations under applicable Data Privacy Legislation.

13. Order of Precedence. In case of any conflict or inconsistency between the provisions of this Schedule and the terms of the Exclusive Marketing and Referral Agreement, the provisions contained in this Schedule shall prevail to the extent of the inconsistency, provided always that nothing in this Schedule shall permit MRI (or any sub-Processor) to handle Personal Data in a manner which is prohibited by this Agreement or by applicable law.

END OF THE DATA PROTECTION AND SECURITY SCHEDULE

SELF-CERTIFICATION DOCUMENT

I hereby certify that _____ ("Client"), continues to utilize its Insurance program, Protected Materials, and any services in full conformity with the use rights and restrictions under its Agreement with MRI Software. Client agrees that submission of this Self-Certification does not waive any other audit rights granted to MRI under the Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Send Self-Certification Document to:

Fax: 216-803-4339

Email: legal@mrisoftware.com or

Mail: MRI Software LLC

Attn: Legal Department

28925 Fountain Parkway

Solon, OH 44139

All documents must be received prior to its certification date.

Updated May 9, 2023 - Version 9