



MASTER SOFTWARE-AS-A-SERVICE AGREEMENT

"Doorcast"

Doorcast, LLC
2545 East Southlake Boulevard
Southlake, Texas 76092
support@doorcast.com
817-725-8764

Doorcast and Customer agree pursuant to this Agreement that Doorcast will provide products and services as described in the documents (described below) attached to and incorporated as part of this Agreement. For purposes of this Agreement, Doorcast may include Doorcast's affiliates and subsidiaries (*i.e.*, any person or entity controlling, controlled by or under common control with Catalyst) where specifically designated by Doorcast.

This Agreement ("Agreement") consists of the following documents, as amended from time to time as provided in this Agreement: (1) Cover Sheet, (2) the General Terms & Conditions ("Terms"), and (3) the applicable Order(s).

NOTE: Customer and/or its Affiliates and must have an appropriate number of active Commercial Licenses to the ResMan® property management software platform for all Authorized Users of the SaaS Products.

Execution of this Agreement is evidence of the executing party's agreement to be bound by the Terms and the provisions of the referenced Attachments incorporated herein. This Agreement, constitutes an order by Customer, which is deemed accepted by Doorcast upon execution by Doorcast's authorized representatives and receipt of any required payment as set forth in the Agreement.



GENERAL TERMS AND CONDITIONS OF AGREEMENT

1. Definitions. The following definitions apply in this Agreement:
 - 1.1. "Affiliate" means a company controlling, controlled by, or under common control with a party (an entity will be deemed to have control if it owns over 50% of another entity or the ability to direct the management of the entity by contract or otherwise).
 - 1.2. "Agents" means Doorcast's proprietary software, systems and locally installed software agents and connectors including mobile applications that interact with the SaaS products as may be provided by Doorcast in connection with the SaaS products.
 - 1.3. "Applicable Data Protection Laws" means all applicable privacy and data protection laws, their implementing regulations, regulatory guidance and secondary legislations, each as updated or replaced from time to time, including: (a) the General Data Protection Regulation (EU 2016/679) (the "GDPR") and any applicable national implementing laws; (b) the UK General Data Protection Regulation ("UK GDPR") and the UK Data Protection Act 2018; (c) the Privacy and Electronic Communications Directive (2002/ 58/ EC) and any applicable implementing laws, including the Privacy and Electronic Communications Regulations 2003 (SI 2003/ 2426) ("EC Directive"); (d) the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"); (e) U.S. federal or state legislation (e.g. the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA") and the Texas Data Privacy and Security Act ("TDPISA"); and (f) any other laws that may be applicable.
 - 1.4. "Authorized Users" means employees, agents, consultants, contractors, or vendors authorized by Customer to use the SaaS Products solely for the internal use of Customer and its Affiliates, subject to the terms and conditions of this Agreement. For the avoidance of doubt, licenses associated with SaaS Products purchased as a bundle (under a single product code) cannot be separated between different Authorized Users.
 - 1.5. "Commercial Licenses" means the respective commercial software licenses for Third-Party Software.
 - 1.6. "Confidential Information" means all information provided by the disclosing Party to the receiving Party concerning the disclosing Party or its Affiliates' business, products or services that is not generally known to the public, including but is not limited to, technical information, information about product plans and strategies, promotions, customers and related technical, financial or business information which the disclosing Party considers to be the confidential information of that Party or its third party contractors or suppliers, whether or not such information is marked "Confidential" or contains such similar legend by the disclosing Party at the time of disclosure.. Confidential Information shall be either (a) written information received from a Disclosing Party which is marked or identified as confidential; or (b) oral or visual (or other non-tangible format) information identified as confidential at the time of disclosure which is summarized in writing to the Receiving Party promptly after such disclosure; or (c) information which a reasonable person under the circumstances would know the disclosing Party intended to be treated as Confidential Information. Software source code and any documentation, release notes, collateral materials, operating instructions and information related to system performance provided by Doorcast shall be considered Confidential Information, regardless of whether it has been designated as such.
 - 1.7. "Customer Data" means all data and/or content uploaded to the SaaS Products by Customer (including where applicable Authorized Users), and in all data derived from it (other than Usage Analytics).



- 1.8.** “Documentation” means the user guides, installation documents, and specifications for the SaaS Products that are made available from time to time by Doorcast in electronic or tangible form and found at docs.Doorcast.com, including the documentation located therein under the ‘Security’ section for the relevant SaaS Products, but excluding any sales or marketing materials.
- 1.9.** “Feedback” means, any feedback, ideas or suggestions for improvements, new features, customer experience, functionalities, corrections, enhancements or changes to the SaaS Products suggested by Customer to Doorcast, excluding any Customer Data and Customer Intellectual Property.
- 1.10.** “Indirect Taxes” means excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes on turnover and/or revenues, duties, customs or tariffs (however designated, levied or based and whether foreign or domestic, federal, state or province).
- 1.11.** “Intellectual Property” means a Party’s proprietary material, technology, or processes (excluding the SaaS Products and Documentation), including services, software tools, proprietary framework and methodology, hardware designs, algorithms, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned or licensed by a third party) and any derivatives, improvements, enhancements or extensions of such Intellectual Property conceived, reduced to practice, or developed.
- 1.12.** “Notice” means any formal legal notice or equivalent communication required or permitted under this Agreement.
- 1.13.** “Order” means Doorcast’s quote accepted by Customer via Customer’s purchase order or other ordering document received by Doorcast (directly or indirectly through a Channel Partner) to order Doorcast’s SaaS Products, which references the SaaS Products, pricing, payment terms, quantities, expiration date and other applicable terms set forth in an applicable Doorcast quote or ordering document.
- 1.14.** “Open Source Licenses” means the respective open source licenses within Open Source Software.
- 1.15.** “Open Source Software” means open source software programs that are made available by third parties under their respective Open Source Licenses.
- 1.16.** “Prohibited Persons” means anyone on the U.S. Commerce Department’s Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department’s list of Specially Designated Nationals and Consolidated Sanctions list.
- 1.17.** “Required Third-Party Software” means any commercially available third-party software provided under Commercial Licenses that is required for the operation of the SaaS Products, including the ResMan® property management software platform.
- 1.18.** “SaaS Products” means the software-as-a-service products described in the Documentation (including any updates and upgrades to the SaaS Products provided by Doorcast in its sole discretion, and any software, systems and locally- installed software agents and connectors that interact with the SaaS Products as may be provided by Doorcast in connection with the SaaS Products), provided that any free trial SaaS software, proof of concept of the SaaS Products, beta version of the SaaS Products, or any other free-of-charge software product will be subject to Section 2.5 of this Agreement.
- 1.19.** “Subscription Term” means the period of time during which Customer is subscribed to the SaaS Products, as specified in an Order and which shall begin upon delivery of the SaaS Products.



- 1.20. “Support Services” means the maintenance and technical support services for the SaaS Products provided by Doorcast to Customer as part of an active SaaS Products subscription, set out at [URL here].
- 1.21. “Third-Party Software” means third-party (a) programs and their documentation subject to Commercial Licenses, and (b) Open Source Software.
- 1.22. “Usage Analytics” means data generated or collected in connection with Customer’s access, use and configuration of the SaaS Products and data derived from it (e.g. metadata, types of applications or accounts utilized or interacting with the SaaS Products).
- 1.23. Any words following the terms including or include shall be regarded as examples only and not construed as an exhaustive list.

2. Services.

- 2.1. License to Access and Use. Subject to the terms and conditions of this Agreement, Doorcast grants Customer a non-exclusive, non-transferable right to access and use (and permit Authorized Users of Customer to access and use) the SaaS Products and applicable Documentation during the Subscription Term solely for Customer’s and its Affiliates’ internal business purposes in accordance with the Documentation for the number of Authorized Users specified in the applicable Order. Such license grant is subject to payment of all applicable fees set forth in the Order or payment in accordance with an indirect order through a Channel Partner (as appropriate) and the terms and conditions of this Agreement. Doorcast may update or upgrade the SaaS Products from time-to-time.
- 2.2. Access and Use Restrictions. Customer shall have no right to assign, transfer, or sublicense its right to use, or otherwise grant access to, the SaaS Products. Customer shall not either directly or indirectly: (a) copy or reproduce the SaaS Products or the Documentation except as permitted under this Agreement; (b) exceed the subscribed number of Authorized Users of the SaaS Products as set forth in the applicable Order; (c) remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the SaaS Products, Documentation or any Doorcast Intellectual Property; (d) assign, sell, sublicense, distribute or otherwise transfer or make available the rights granted to Customer under this Agreement to any third party except as expressly set forth herein; (e) modify, disassemble, decompile or reverse engineer any portion of the SaaS Products nor permit any third party to do so; (f) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Products, attempt to recreate the SaaS Products or use the SaaS Products for any competitive or benchmark purposes; (g) create, translate or otherwise prepare derivative works based upon the SaaS Products, Documentation or any Doorcast Intellectual Property; (h) interfere with or disrupt the integrity or performance of the SaaS Products; (i) attempt to gain unauthorized access to the SaaS Products or its related systems or networks, or perform unauthorized penetrating testing on the SaaS Products; (j) use the SaaS Products in a manner that infringes on the Intellectual Property rights, publicity rights, or privacy rights of any third party, or to store or transfer defamatory, trade libelous or otherwise unlawful data; or (k) store in or process with the SaaS Products any personal health data, credit card data, personal financial data or other such sensitive regulated data not required by the Documentation, or any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State. It is further expressly understood and agreed that Customer’s business operations shall not include, without Doorcast’s express written consent, any use of the SaaS



Products for the purpose of any transaction: (l) performed substantially for the benefit of any third party, or (m) which is not reasonably related to Customer's business operations. Customer shall not: (n) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (o) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (p) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (q) interfere with or disrupt the integrity or performance of the SaaS Products or the data contained therein; or (r) attempt to gain unauthorized access to the SaaS Products or its related systems or networks.

- 2.3.** Dependencies. Use of the SaaS Products is dependent upon the Customer and/or its Affiliates having active Commercial Licenses to use certain Required Third-Party Software. Customer and/or its Affiliates must have an active Commercial License to any Required Third-Party Software for all Authorized Users of the SaaS Products. Customer shall maintain active Commercial Licenses for any and all Required Third Party Software during the Subscription Term. Failure to do so will result in an inability of the SaaS Products to properly handle data (including Customer Data) and prevent proper function of the SaaS Products for Customer and/or its Affiliates. Doorcast bears no responsibility to Customer or its Affiliates for obtaining any such required Commercial Licenses to Required Third-Party Software, and shall have no liability to Customer or its Affiliates for such failure to maintain such Commercial Licenses to Required Third-Party Software as required under this Agreement, or the use of such Required Third-Party Software by Customer and its Affiliates.
- 2.4.** Login Requirements. Customer is solely responsible for ensuring: (a) that only appropriate Authorized Users have access to the SaaS Products, (b) that such Authorized Users have been trained in proper use of the SaaS Products, and (c) proper usage of passwords, tokens and access procedures with respect to logging into the SaaS Products. Doorcast may refuse registration of or suspend Customer's or a specific user's access and use of the SaaS Products if Doorcast knows or reasonably suspects that Customer's access or use is malicious or otherwise harmful to the Customer itself, the SaaS Products or Doorcast's other customers. Doorcast will provide notice prior to such suspension if permitted by applicable law and unless Doorcast reasonably believes that providing such notice poses a risk to the security of the SaaS Products. Doorcast will promptly reinstate Customer's access and use once the issue has been resolved.
- 2.5.** Trial Services. If Customer is using a free trial, a proof of concept version of the SaaS Products, a beta version of the SaaS Products, or using the SaaS Products on any other free-of-charge basis as specified in an Order including any related support services to the extent provided by Doorcast in its sole discretion (collectively, "Trial Services"), Doorcast makes such Trial Services available to Customer until the earlier of: (a) the end of the free trial or proof of concept period or beta testing period as communicated by Doorcast or specified in an Order; the start date of any purchased version of such SaaS Products; or (iii) written notice of termination from Doorcast ("Trial Services Period"). Doorcast grants Customer, during the Trial Services Period, a non-exclusive, non-transferable right to access and use the Trial Services for Customer's internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement. Customer is authorized to use Trial Services only for evaluation and not for any business or productive purposes, unless otherwise authorized by Doorcast in writing. Any data Customer enters into the Trial Services and any configurations made to the Trial Services by or for Customer during the term of such Trial



Services will be permanently lost unless Customer: (a) has purchased a subscription to the same SaaS Products as covered by the Trial Services; or (b) exports such data or configurations before the end of such free period. There is no guarantee that features or functions of the Trial Services will be available, or if available will be the same, in the general release version of the SaaS Products, and Customer should review the SaaS Products features and functions before making a purchase. Doorcast will be under no obligation to provide Customer any support services with respect to the Trial Services. Notwithstanding anything to the contrary, Doorcast provides the Trial Services “as is” and “as available” without any warranties or representations of any kind. To the extent permitted by law, Doorcast disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Customer assumes all risks and all costs associated with its use of the Trial Services. Customer’s sole and exclusive remedy in case of any dissatisfaction or Doorcast’s breach of the Agreement with respect to such Trial Services is termination of the Trial Services. Any obligations on behalf of Doorcast to indemnify, defend, or hold harmless under this Agreement are not applicable to Customers using Trial Services.

- 2.6.** Limited Rights. The rights of Customer to use the SaaS Products are limited to those expressly granted in this Section 2 and shall terminate automatically upon the termination of this Agreement for any reason. There are no implied licenses. Doorcast hereby reserves all rights not expressly granted to Customer under this Agreement.
- 2.7.** Open Source Software The SaaS Products include Open Source Software, use of which is subject to their respective Open Source Licenses as indicated in the Documentation. Doorcast warrants that the inclusion of such Open Source Software in the SaaS Products will not prevent Customer from exercising the license rights provided to Customer herein in respect of the SaaS Products or limit Customer’s ability to use the SaaS Products in accordance with the Documentation. Nothing herein shall derogate from mandatory rights Customer may have under any Open Source Licenses, if any. Customer may obtain a copy of the source code for certain Open Source Software by following the instructions set forth in the applicable Documentation.
- 2.8.** Support. As part of its provision of the SaaS Products, Doorcast shall make available technical support to Customer in accordance with the Support Services terms applicable to the SaaS Products. Upon notification from Doorcast, Customer shall promptly; update any Agents on Customer systems that interact with the SaaS Products; and/or as applicable ensure that all Authorized Users download and install all available updates for locally installed components without undue delay. Customer acknowledges and agrees that its failure to timely install such updates may result in disruptions to or failures of the SaaS Products, security risks or suspension of Customer’s access to the SaaS Products, without any liability on the part of Doorcast to Customer.
- 2.9.** Usage Analytics. Doorcast and its Affiliates shall be permitted to collect and use Usage Analytics for its reasonable business purposes and for Customer’s benefit (including research and development statistical analyses, monitoring and management of Doorcast’s Products). Other than for the purpose of providing the SaaS Products to Customer, in the event Doorcast discloses Usage Analytics or any part thereof to third parties (either during the Subscription Term of thereafter), such data shall be deidentified so that it will not identify Customer or its Authorized Users. The foregoing shall not limit in any way Doorcast’s confidentiality obligations pursuant to Section 5 below.



2.10. Service Level Commitment. Doorcast will use commercially reasonable efforts to make the SaaS Products available with an uptime of 99.9% ("Service Level"), measured monthly, excluding (i) planned downtime and (ii) any unavailability that results from any of the exception conditions defined in Section 2.10.4 below. Doorcast will provide Customer with reasonable advance notice of planned downtime via email to Customer's designated administrator.

2.10.1. Service Level Measurement. Uptime will be measured as the total number of minutes in a calendar month minus the number of minutes of unavailability in that month, divided by the total number of minutes in that month. For purposes of this calculation, "unavailability" means that all authenticated Authorized Users are unable to access the SaaS Products. Unavailability will be measured based on server-side monitoring by Doorcast.

2.10.2. Service Credits. If the Service Level is not met in a given calendar month and the failure is not excused under Section 2.10.5, then upon Customer's request, Doorcast will provide Customer with a service credit ("Service Credit") according to the following table:
Monthly Uptime Percentage - Service Credit (% of monthly fee)
Less than 99.9% but equal to or greater than 99.0% - 10%
Less than 99.0% but equal to or greater than 98.0% - 15%
Less than 98.0% but equal to or greater than 95.0% - 25%
Less than 95.0% - 50%
For any calendar month in which multiple Service Credit events occur, Customer will receive the largest applicable Service Credit only. The total Service Credits issued in any calendar month shall not exceed 50% of the fees for that month.

2.10.3. Credit Request Process. To receive a Service Credit, Customer must submit a request to Doorcast within thirty (30) days of the end of the month in which the Service Level failure occurred. The request must include: (i) "SLA Credit Request" in the subject line; (ii) the dates and times of unavailability; and (iii) any applicable error messages or other documentation that may reasonably be requested by Doorcast. If Doorcast confirms the unavailability, Service Credits will be applied to Customer's next invoice. Service Credits are Customer's sole and exclusive remedy for any failure by Doorcast to meet the Service Level.

2.10.4. Exclusions. The Service Level commitment does not apply to any unavailability that results from: (i) scheduled maintenance during published maintenance windows; (ii) emergency maintenance; (iii) factors outside Doorcast's reasonable control, including any force majeure event, Internet access or related problems; (iv) Customer's equipment, software, network connections or other infrastructure; (v) acts or omissions of Customer or any Authorized User, including non-compliance with the Documentation; (vi) Third-Party Software or services; or (vii) suspension or termination of Customer's right to use the SaaS Products in accordance with this Agreement.

3. Payments.

3.1. Fees. Customer shall pay to Doorcast the fees specified in the Order. All SaaS Products fees are non-refundable and payable in advance. Doorcast may invoice for purchases of SaaS Products upon delivery. The fees will be based on the properties and minimum unit counts specified in the Order. In the event the actual number of units for a property exceeds the minimum unit count, the fee for that property will increase accordingly. However, if the actual number of units is less than the minimum, the fee will not be reduced.

3.1.1. For payments directly to Doorcast, Customer shall pay all invoices within thirty (30) days of date of invoice, without any deduction or set-off (except for any amount disputed



promptly and in writing by Customer in good faith), and remit such payment to the address specified by Doorcast.

3.1.2. For any Indirect Order, Doorcast grants the rights described in this Agreement in consideration for and subject to: (a) Customer's agreement to comply with the pricing and payment terms of the Indirect Order, to be separately agreed between Customer and the applicable Channel Partner; and (b) Customer's agreement to comply with its obligations set forth in this Agreement (including the restrictions on use of the SaaS Products). Notwithstanding the foregoing, the final sales price or rate shall be freely and independently determined between the applicable Channel Partner and Customer. For the avoidance of doubt, in the case of such an Indirect Order, any indication in this Agreement of an agreement between Customer and Doorcast for the price payable by Customer for such Indirect Order shall be null and void and not form a binding part of this Agreement and the provisions of this Agreement related to payment terms, pricing and/or order procedures shall not apply.

3.2. Currency and Payments; Taxes.

3.2.1. All money amounts set forth herein are expressed in, and all payments to be made hereunder shall be made in United States dollars. The amounts to be paid to Doorcast hereunder shall be paid as set forth herein without deduction for any taxes, duties or payments of any kind to any third party.

3.2.2. The fees and charges covered by this Agreement are exclusive of any Indirect Taxes imposed or levied, currently or in the future based on applicable legislation, on the SaaS Products. Unless otherwise agreed between the Parties, Customer will be liable for compliance with reporting and payment of such Indirect Taxes in its tax jurisdiction. Doorcast shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes collected to the relevant authority if required by applicable law. Doorcast will be responsible for direct taxes imposed on its net income or gross receipts in its tax jurisdiction. Notwithstanding the foregoing, all payments made under this Agreement shall be in cleared funds, without any deduction or set-off, and free and clear of and without deduction from any Indirect Taxes or other withholdings of any nature. In the event that Doorcast is required to pay any amount of tax or duty, or make any payment to any third party in connection herewith, except for taxes based on Doorcast's income, Customer shall promptly pay to Doorcast such amount.

3.3. Suspension; Late Payments. Without prejudice to its other rights, Doorcast reserves the right to suspend or terminate this Agreement and/or Customer's access to the SaaS Products if Customer does not pay amounts when due hereunder. Delinquent invoices are subject to interest of 2.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for Use Fees during any period of suspension. Doorcast reserves the right to impose a reconnection fee in the event Customer's access is suspended and thereafter request access to the SaaS Products. Customer agrees and acknowledges that Doorcast has no obligation to retain any of the Customer Data in the SaaS Products and that such data may be irretrievably deleted if Customer's late payments are 30 or more days delinquent.

4. Intellectual Property Rights.

4.1. General. Notwithstanding any other provision of this Agreement, Doorcast and/or its licensors shall exclusively own all right, title and interest in and to the SaaS Products, Documentation,



and any other Doorcast Intellectual Property, including without limitation any modifications or improvements thereto. Except as provided for herein, all rights, title, and interest in and to Customer Intellectual Property are hereby reserved by Customer, its Affiliates or its licensors. Nothing in this Agreement shall transfer ownership of any Intellectual Property rights from one Party to the other.

4.2. Customer Data. Customer owns all right, title and interest in all Customer Data. Nothing in this Agreement shall be construed to grant Doorcast any rights in Customer Data beyond those expressly provided herein. Customer grants Doorcast and its Affiliates the limited, non-exclusive, worldwide license to view and use the Customer Data solely for the purpose of providing and improving the SaaS Products.

4.3. Feedback. To the extent that Customer provides Doorcast with Feedback, such Feedback shall be free from any confidentiality restrictions that might otherwise be imposed upon Doorcast pursuant to this Agreement, and may be implemented by Doorcast in its sole discretion. Customer acknowledges that any Doorcast products or materials incorporating any such Feedback shall be the sole and exclusive property of Doorcast.

5. Confidential Information.

5.1. General. Confidential Information may be used by the receiving Party only with respect to the performance of its obligations under this Agreement, and only by the employees of the receiving Party and its employees, agents or contractors who have a need to know such information for purposes of this Agreement. The receiving Party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving Party uses to protect its own confidential information of a like nature. These obligations supersede any and all prior or contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to Confidential Information and is a complete and exclusive statement thereof.

5.2. Exclusions. The confidentiality obligations will not extend to information that: (i) already known by or available to the receiving Party without obligation of confidentiality prior to disclosure under this Agreement; (ii) is or becomes publicly known without breach by the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed or learned by the receiving Party without use of the disclosing Party's Confidential Information; (v) is disclosed by the receiving party with the disclosing party's prior written approval. (vi) is required to be disclosed pursuant to a lawful order of a governmental authority, so long as the Party required to disclose the information provides the Party owning Confidential Information with timely prior notice of such requirement.

5.3. Remedies. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that the other Party shall be entitled to seek injunctive relief to protect its interest therein, as well as money damages.

6. Warranties, Disclaimers & Indemnities.

6.1. Limited Warranty for SaaS Products. Doorcast represents and warrants that the SaaS Products will perform in substantial conformity with the Documentation during the Subscription Term. Doorcast further represents and warrants that it will use industry accepted standards to detect viruses, worms, Trojan horses or other unintended malicious or destructive code in the SaaS Products. The foregoing warranties are void if the failure of the SaaS Products has resulted from negligence, error, or misuse of the SaaS Products (including use not in accordance with



the Documentation) by Customer, an Authorized User or by anyone other than Doorcast. Customer must report any breach of warranty to Doorcast within a period of thirty (30) days of the date on which the incident giving rise to the claim occurred. Doorcast's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of these warranties will be for Doorcast, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of the date that notice of the breach was provided; and, if Doorcast fails to correct the breach within such cure period, Customer may terminate the affected Order and, in such event, Doorcast shall provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected SaaS Products.

- 6.2.** Customer Warranty. Customer warrants that it shall take and maintain appropriate steps within its control to protect the confidentiality, integrity, and security of its Confidential Information and Customer Data, including: (i) operating the SaaS Products in accordance with the Documentation and applicable law and; and (ii) dedicating reasonably adequate personnel and resources to implement and maintain the security controls set forth in the Documentation. Customer will be responsible for the acts and omissions of its Authorized Users.
- 6.3.** Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DOORCAST MAKES NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE SAAS PRODUCTS AND THE DOCUMENTATION PROVIDED HEREUNDER, AND DOORCAST HEREBY DISCLAIMS (AND DISCLAIMS ON BEHALF OF ITS LICENSORS AND/OR CONTRIBUTORS TO ANY THIRD- PARTY MATERIALS) ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED OR INCORPORATED INTO THIS AGREEMENT BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.4.** Indemnification.
 - 6.4.1.** Doorcast Infringement Indemnity. Doorcast shall defend and indemnify Customer and/or its Affiliates and their officers, directors and employees against all third-party claims, suits and proceedings and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from the violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Customer's use of the SaaS Products in accordance with this Agreement and the Documentation.
 - 6.4.2.** Customer Data and Use Indemnity. Customer shall defend and indemnify Doorcast and/or its Affiliates and their officers, directors and employees against any third-party claims, suits and proceedings (including those brought by a government entity), and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from: (i) an alleged infringement or violation by the Customer Data of such third-party's patent, copyright, trademark, trade secret; or (ii) Doorcast's use of the Customer Data violating applicable law, provided that such use is in accordance with the terms of this Agreement and (where applicable) with the terms of the DPA and/ or the BAA.
 - 6.4.3.** Procedure. Each Party's defense and indemnification obligations herein will become effective upon, and are subject to: (a) the indemnified Party's prompt notification to the indemnifying Party of any claims in writing; and (b) the indemnified Party providing the indemnifying Party with full and complete control, authority and information for the



defense of the claim, provided that the indemnifying Party will have no authority to enter into any settlement or admission of the indemnified Party's wrongdoing on behalf of the indemnified Party without the indemnified Party's prior written consent (not to be unreasonably withheld). At the indemnifying Party's request, the indemnified Party shall reasonably cooperate with the indemnifying Party in defending or settling any claim.

6.4.4. Exclusions. The above Doorcast obligations to defend and indemnify will not apply in the event that a claim arises from or relates to: (a) use of the SaaS Products not in accordance with the Documentation and this Agreement; (b) Customer's use of the SaaS Products in violation of applicable laws or regulations; (c) any modification, alteration or conversion of the SaaS Products not created or approved in writing by Doorcast; (d) any combination of the SaaS Products with any computer, hardware, software, data or service not provided by Doorcast; (e) Doorcast's compliance with specifications, requirements or requests of Customer; or (f) Customer's gross negligence or willful misconduct.

6.4.5. Remedies. If a SaaS Product becomes, or Doorcast reasonably determines that a SaaS Product is likely to become, subject to a claim of infringement for which Doorcast must indemnify Customer as described above, Doorcast may at its option and expense: (a) procure for Customer the right to continue to access and use that SaaS Product, (b) replace or modify that SaaS Product so that it becomes non-infringing without causing a material adverse effect on the functionality provided by that SaaS Product, or (c) if neither of the foregoing options are available in a timely manner on commercially reasonable terms, terminate the affected Order and provide Customer with a pro-rata refund of any unused pre- paid fees paid for the period following termination as calculated on a monthly basis for that SaaS Product. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, THE PROVISIONS OF THIS SECTION 6 STATE DOORCAST'S ENTIRE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE REMEDY, IN CONNECTION WITH ANY INDEMNIFICATION CLAIMS UNDER THIS AGREEMENT.

7. Customer Data Processing & Security.

7.1. Customer Data Content. As between Doorcast and Customer, Customer is solely responsible for: (i) the content, quality and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the SaaS Products; (iii) ensuring Customer has a valid legal basis for processing Customer Data and for sharing Customer Data with Doorcast (to the extent applicable); and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.

7.2. Data Protection Laws. The Parties shall comply with their respective obligations under the Applicable Data Protection Laws.

7.3. Security of Customer Data. Doorcast shall: (i) ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; and (ii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement. Doorcast shall not materially diminish its



security controls with respect to Customer Data during a particular SaaS Products Subscription Term.

8. Limitations.

- 8.1. Total Liability.** DOORCAST'S TOTAL LIABILITY TO CUSTOMER FOR ANY KIND OF LOSS, DAMAGE OR LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO DOORCAST BY THE EXPRESS TERMS OF THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY AROSE.
- 8.2. Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES RENDERED BY DOORCAST HEREUNDER INCLUDING ACCESS TO THE SAAS PRODUCTS THAT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS OUTSIDE THE CONTROL OF DOORCAST BUT INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND REMOTE COMPUTING SERVICES. DOORCAST IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM DELAYS, DELIVERY FAILURES OR OTHER SIMILAR PROBLEMS.
- 8.3. Failure of Essential Purpose.** The limitations specified in this Section 8 shall survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. Term & Termination.

- 9.1. Term.** This Agreement will be effective upon Customer's first access of a SaaS Product and shall remain in force during the applicable Subscription Term of the SaaS Product or throughout Customers and/or its Affiliate's continued use of the SaaS Product through its Authorized Users, as applicable.
- 9.2. Renewal.** Unless either Party provides at least thirty (30) days' prior written notice of its intent not to renew, the Subscription shall automatically renew on a month-to-month basis at current market rate as determined by Doorcast. Customer may elect out of their subscription by providing at least thirty (30) days' prior written notice of non-renewal, specifying whether Customer elects to: (a) terminate this Agreement effective at the end of the current Subscription Term, thereby discontinuing all services provided by Doorcast; or (b) continue services on a month-to-month basis following the end of the current Subscription Term, with no further term commitment. During any month-to-month continuation of services under this Section, all other terms and conditions of this Agreement shall remain in full force and effect, except as otherwise modified in Section 9.3. Doorcast may also elect not to renew the Agreement by providing at least thirty (30) days' prior written notice to Customer, in which case this Agreement shall terminate at the end of the then-current Subscription Term unless otherwise agreed in writing by both Parties.
- 9.3. Month-to-Month.** If Customer continues to use the Doorcast SaaS Products on a month-to-month basis following the expiration of the Subscription Term, pricing shall remain consistent with the rates set forth in the most recent Order Form unless and until changed in



accordance with this Section. Doorcast may adjust pricing one year after the initial term by providing Customer with at least sixty (60) days' prior written notice of such change. Either Party may terminate the Agreement during a month-to-month period by providing at least thirty (30) days' prior written notice to the other Party, with such termination becoming effective at the end of the next full monthly billing cycle.

- 9.4.** Termination. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party: (i) materially breaches this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of the breach from the other Party; or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business. In addition, a Party may terminate an Order, in whole or in part, or cease provision of the SaaS Products if required to comply with applicable law or regulation, and such termination will not constitute a breach of this Agreement by the terminating Party. Doorcast reserves the right to suspend Customer's access to the applicable SaaS Products upon written notice to Customer if: (a) an invoice is more than thirty (30) days past due; or (b) a material breach of this Agreement fails to be cured within thirty (30) days. Doorcast will promptly reinstate Customer's access and use of the SaaS Products once the issue has been resolved. Upon termination or expiration of the Agreement or an Order, (x) any accrued rights and obligations will survive; (y) all outstanding fees and other charges under the Agreement or Order (as applicable) will become immediately due and payable, and (z) Customer will have no further right to access or use the applicable SaaS Products.
- 9.5.** Effects of Termination/Expiration. Upon termination or expiration of an applicable Subscription Term, Doorcast may deactivate Customer's account, and: (a) Customer (including its Affiliates and any Authorized Users) will have no further right to access or use the SaaS Products, except as provided in subsections (c) and (d) below. (b) Each Party shall return or destroy any tangible Confidential Information of the other Party within its possession or control that is not contained on the SaaS Products promptly upon receiving written request from the other Party. (c) Data Retention and Export: (i) Doorcast shall retain all Customer Data for a period of ninety (90) days following termination or expiration of Customer's Subscription Term ("Data Retention Period"); (ii) During the Data Retention Period, Customer shall have the right to access the SaaS Products solely for the purpose of exporting Customer Data; (iii) Doorcast shall provide Customer Data exports in industry-standard formats at no additional cost; (iv) Upon written request, Customer may purchase extended data retention beyond the Data Retention Period at Doorcast's then-current rates. (d) Transition Assistance: (i) Upon Customer's request, Doorcast shall provide reasonable transition assistance services for up to sixty (60) days following termination or expiration ("Transition Period"); (ii) Such assistance shall include reasonable consultation regarding the transfer of Customer Data to Customer or a successor provider; (iii) For the first thirty (30) days of the Transition Period, such assistance shall be provided at no additional charge. Thereafter, Doorcast may charge its then-current professional services rates. (e) Unless extended data retention is purchased, any Customer Data contained on the SaaS Products will be permanently deleted following the Data Retention Period. (f) The following provisions shall survive the expiration, cancellation or termination of the Agreement: Section 1, 2.6, 2.9, 3 (for payments due and owing), 4, 5, 6.3, 6.4, 7, 8, 9.3 10, and 11.

10. Property Ownership Changes and Successor Liability



- 10.1.** Ownership-Based Liability. Customer represents and warrants that it is entering into this Agreement solely in its capacity as an authorized agent on behalf of the property owner(s) (“Owner”) of each property receiving Doorcast Services. All payment obligations under this Agreement, including those that accrue prior to or after a change in property ownership, shall be the responsibility of the respective Owner of the property at the time such fees are incurred. The Customer shall not be liable for any payment obligations under this Agreement in its personal or organizational capacity.
- 10.2.** Owner Payment Obligations Survive Transfer. The sale, transfer, or conveyance of any property subject to this Agreement shall not discharge or eliminate the obligation of the Owner to pay all fees incurred up to the effective date of transfer. All unpaid fees accrued prior to a property transfer shall remain the legal responsibility of the Owner of record at the time such fees were incurred, regardless of whether the management relationship with Customer continues.
- 10.3.** Successor Owner Liability. If a successor owner continues to use or benefit from the Doorcast Services for any property, such successor shall be deemed to have assumed all obligations under this Agreement for that property. Doorcast reserves the right, as a condition of continued Services, to require the successor owner to execute a written assumption of this Agreement or enter into a new agreement on substantially similar terms. Refusal to assume shall entitle Doorcast to suspend or terminate Services to that property without liability.
- 10.4.** Flow-Down Requirement in Management Agreements. Customer agrees to include in all property management agreements a provision requiring each Owner to: (a) accept full financial responsibility for all Doorcast fees incurred during their ownership period, (b) require any successor Owner to assume such payment obligations in the event of sale or transfer, and (c) cooperate in executing any documentation reasonably requested by Doorcast to enforce or transfer these obligations.
- 10.5.** Notification of Ownership Change. Customer shall notify Doorcast in writing within thirty (30) days of any change in ownership of a property using Doorcast Services. Such notice shall include the date of transfer and contact information for the successor Owner or authorized management entity. Failure to provide timely notice may result in delayed reassignment of fees but shall not relieve the prior Owner of responsibility for unpaid amounts.
- 10.6.** Third-Party Beneficiary Status. Doorcast shall be deemed an intended third-party beneficiary of the Owner’s payment obligations arising from this Agreement and any related agreements between Customer and the Owner. Doorcast shall have the right to enforce such obligations directly against the Owner or successor Owner as applicable.
- 11.** Miscellaneous.

 - 11.1.** Compliance with Laws. The Parties shall comply in all material respects with all applicable laws, rules and regulations regarding their respective obligations under this Agreement.
 - 11.2.** Governing Law. Disputes under this Agreement will be governed by the laws of the State of Texas excluding rules as to choice and conflict of law. Each Party consents to the jurisdiction and venue of the State and Federal Courts for Tarrant County, Texas; provided however, an action for injunctive relief may be filed in a jurisdiction where the actions or party to be enjoined is located. The Parties hereby exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.
 - 11.3.** Force Majeure. Except with respect to any payment to be made to Doorcast hereunder, neither Party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall include but not be limited to any

storm, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of the Parties. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

- 11.4.** Independent Contractors. The Parties are independent contractors. Nothing contained herein or done pursuant to this Agreement shall constitute either Party the agent of the other Party for any purpose or in any sense whatsoever, or constitute the Parties as partners or joint venturers.
- 11.5.** Assignment. Neither Customer nor its Affiliates may assign this Agreement without Doorcast's prior written consent. Any assignment in contravention of this Section 10.5 shall be null and void. Without limiting the foregoing, any permitted assigns or successors hereof shall be bound by all terms and conditions of this Agreement.
- 11.6.** Amendment. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either Party unless mutually assented to in writing by both Parties.
- 11.7.** Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.
- 11.8.** No Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 11.9.** Notices. All notices, requests, demands, waivers, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given: (i) when delivered by hand or confirmed facsimile transmission; (ii) one day after delivery by receipted overnight delivery; or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the person(s) at the appropriate address set forth at the beginning of this Agreement or to such other person or address as either Party shall furnish to the other Party in writing pursuant to the above.
- 11.10.** Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 11.11.** Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement.
- 11.12.** Order of Precedence. In the event of conflict, the terms of this Agreement will prevail over Order Documents except to the extent that such Order Documents specifically reference the conflicting section of this Agreement and are signed by an officer of Doorcast and Customer.
- 11.13.** Publicity. Neither party will publicize nor disclose to any third party without the consent of the other party either the terms of this Agreement or the fact of its existence and execution, except



as may be necessary to comply with other obligations stated in this Agreement.

Notwithstanding the foregoing, Doorcast may use Customer's name and identification of this engagement in connection with general lists of Customers and experience.

- 11.14.** Agent for Owner. Customer represents and warrants that it is entering into this Agreement as an authorized agent on behalf of the property owners ("Owners") of the properties that will be utilizing the SaaS Products. Customer certifies that it has the full power and authority to bind the Owners to the terms and conditions of this Agreement. Any reference to Customer's rights, obligations or liabilities under this Agreement shall be deemed to include the rights, obligations and liabilities of the Owners.
- 11.15.** Entire Agreement. The terms and conditions herein contained and the referenced Order(s) which are hereby incorporated herein by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.