Poli AI Corp.
TERMS AND CONDITIONS

We will provide You with the right, during the Term, to access and utilize Poli AI Technology and the Services in accordance with the terms of this Agreement. We will also provide associated services as set forth in the Service Level Agreement and Support Terms attached as Exhibit A (the "**SLA**"). Your use of the Poli AI Technology is also subject to Our Privacy Policy available here (the "**Privacy Policy**").

A. DEFINITIONS.

"**Affiliate**" means any person, firm, corporation, association, organization, or unincorporated trade or business that, now or hereafter, directly or indirectly, controls, is controlled by, or is under common control with the Client, including without limitation, any service corporation of the Client.

"**Client Data**" means any data, information or material, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from You or prospective/current residents of Subscription Communities by or through or for providing and improving the Services.

"**Implementation Activities**" means the Services associated with the implementation of the Services for your particular Subscription Communities and your particular Client Equipment.

"**Implementation Fee**" shall have the meaning given such term in the chart set forth in the relevant Order Form.

"**Initial Term**" and "**Renewal Term**" shall have the meanings given such terms in the chart set forth in the relevant Order Form.

"**Poli AI Technology**" means all technology and/or other intellectual property (including software, hardware, data, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Poli AI in connection with providing the Services and all improvements, innovations, derivative works based on the foregoing.

"**Order Form**" means the writing which identifies the Services ordered by Client from Poli AI pursuant to this Agreement, including but not limited to cost, time, schedule and any other terms and conditions agreed to by the Parties, as shall be amended by the Parties from time to time pursuant to its terms. Order Form No. 1 is attached hereto, and the Parties may from time to time enter into subsequent Order Forms memorializing subsequent business arrangements, which when duly executed and delivered by both Parties shall become part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and any Order Form, the terms and conditions of the Order Form shall prevail.

"**Services**" means the services utilizing any of Poli AI's products, as specified on one or more Order Forms, together with other services under this Agreement provided by Poli AI to Client pursuant to this Agreement.

"**Subscription Communities**" and "**Subscription Units**" means, respectively, as of any particular date, any communities and associated residential units for which Poli AI has then agreed to provide the Services as set forth in an Order Form.

"**Subscription Fee**" shall have the meaning given such term in the chart set forth in the Order Form(s).

"**Third Party Claim**" means any Claim (as such term is defined below) brought by any party other than You or your Affiliates.

"**User(s)**" means Your employees, affiliates, consultants or contractors, together with any prospective residents, current residents, or former residents of communities that You own or manage.

B. SERVICES.

1. License Grant and Restrictions. Subject to the terms and conditions of this Agreement, and as more specifically defined in the Order Form(s), Poli AI hereby grants to Client and Users who are authorized to use the Services, for the duration of the Term (as defined below), a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Services for Client's own internal business purposes. In addition, Poli AI agrees to provide certain additional Services as specified in the Order Form(s). The license granted by Poli AI to

Client in this Section B(1) will not include any right by Client or Users to access any object code or source code included in the Services. Client shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, or otherwise commercially exploit or make available to any third party the Services or any portion thereof, other than making the Poli AI Technology available to Users who are authorized to use the Services as strictly required for Client's performance of its obligations hereunder.

       2.   **Client Systems.** You acknowledge that Users' ability to access the Services is dependent upon such Users having (a) continuous access to the necessary telecommunications and Internet services and (b) properly configured and operational information technology infrastructure meeting such minimum system requirements as We may recommend or specify from time to time, including hardware, software, databases, systems, networks, and services, whether operated directly by You or through the use of third party services.

       3.   **Implementation, Training, Services, and Support.** Upon execution of this Agreement, and payment of the associated Fee, Poli AI will undertake the Implementation Activities to prepare to provide You with the Services. We shall provide sufficient and commercially reasonable training in order to educate Client on the operation and use of the Services at no additional expense, unless agreed upon otherwise in the Order Form(s). We reserve the right to charge additional Implementation Fees if additional Implementation Activities become necessary to provide You with the Services because of unforeseen actions on Your part or on the part of Your relevant vendors (e.g., using new Client Equipment or changing Client Equipment configuration). We will provide the Services and technical support in accordance with the SLA.

       4.   **Intellectual Property Ownership.** As between Poli AI and Client, the Poli AI Technology and all intellectual property rights therein or related thereto, including any modifications, improvements, enhancements or upgrades thereto, and all derivative works therefrom, are and shall remain the exclusive property of Poli AI or its third-party licensors as applicable.

       5.   **Client Data.** We acknowledge that, as between Us and You, You own the Client Data and reserve all rights in the Client Data not expressly granted to Us under this Agreement. You grant to Us a non-exclusive, perpetual, royalty-free irrevocable, fully paid-up, worldwide license to copy and use the Client Data as necessary to provide the Services and for Us to otherwise exercise Our rights and discharge Our obligations under this Agreement and to improve and enhance the Services, subject to and in accordance with all applicable laws relating to data privacy and security, and for no other purpose. For the avoidance of doubt, no consideration was (or shall be) asked for or received with respect to any Client Data provided by You to Us hereunder. You represent, warrant and covenant to Us that: (i) You have the requisite rights with respect to the Client Data to grant to Us the license and other rights with respect to the Client Data set forth in this Section B(5); and (ii) Client Data was not obtained through an act of misappropriation or unlawful means and the collection of Client Data and the disclosure of Client Data to Us do not violate any terms of service, applicable privacy policy, or any obligation of confidentiality or other duty owed to the source of the Client Data.

       6.   **Subscription Communities.** We will provide the Services with respect to the Subscription Communities from the relevant start date to the end date as set forth in the relevant Order Form. The parties will confer in good faith from time to time as necessary to revise the list of applicable Subscription Communities and other terms. The addition of any Subscription Communities to this Agreement shall be memorialized in a subsequent Order Form. In addition, You may remove a community from the Subscription Communities (a) as may be expressly set forth in the Order Form; (b) with respect to any subsequent Renewal Terms, with written notice to Poli AI given at least thirty (30) days prior to the commencement of the forthcoming Renewal Term; and (c) upon not less than thirty (30) days' notice in the event of (i) a sale or transfer of ownership, or (ii) termination of the property management company's responsibilities with respect to a Subscription Community during the Term; provided, however, in order to exercise Your termination right under subsection (c), You must provide Us (1) with the name and contact information of the new owner and/or management company with respect to the Subscription Community(ies) to which such termination applies, and (2) You must use reasonable efforts to establish a call between Us and an appropriate representative of the relevant Subscription Community(ies) regarding Our Services. Any credit in Fees due in respect of Subscription Communities so removed from this Agreement shall be applied against the next installment of Fees due, and returned in the event no further Fees are charged hereunder.

       7.   **Compliance with Law.** Both Parties will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) You shall not permit Users to access or use the Services in violation of any U.S. export embargo, prohibition, or restriction.

       8.   **Updates and Upgrades.** You acknowledge that we will from time to time develop updates and that We may incorporate updates in the Services, and We reserve the right to make such updates without prior notice.

We may, from time to time, offer to include optional updates as part of the Services, either for a fee or at no additional charge. With respect to updates for which additional Fees apply, You shall not be charged for such updates, and correspondingly shall not be provided access to such updates, unless and until You so agree with Us in writing. You agree to evaluate these updates that require additional fees out of good faith to the partnership.

        9.   **Use of the Services.** You represent, covenant, and warrant that You will use the Services only in compliance with these Terms and Conditions and all applicable law, including (without limitation) laws associated with the collection and dissemination of Client Data. You further represent, covenant and warrant that You shall not use, nor shall You permit others to: (a) whether directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); (b) modify, translate, or create derivative works based on the Services or any Software; (c) use the Services or any Software for the benefit of a third party (excepting, in the case of a property management company, the provision of services to a Subscription Community included in an Order Form); (d) remove any proprietary notices or labels; (e) use the Services for any unlawful, infringing, defamatory, or fraudulent purpose or to transmit obscene, harassing or otherwise objectionable material, whether or not such material is constitutionally protected; (f) use the Software or Services to send any virus, worm, trojan horse, or harmful code or attachment; or (g) use the Software or Services to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network (the items set forth in (a)-(g) above, collectively, the "**Use Restrictions**"). If Poli AI determines, in its sole discretion based on reasonable evidence, that You are in breach of any of the Use Restrictions, You agree that, upon notice from Us, We may immediately take corrective action which includes, but is not limited to, (i) suspending the Services; and/or (ii) terminating this Agreement or any part thereof. Such corrective action is in addition to any other rights We may have under this Agreement or under law.

C.   TERM, TERMINATION AND FEES.

        1.   **Subscription Term; Renewal.** This Agreement shall commence as of the Effective Date and shall continue thereafter for the duration of the relevant period set forth in the relevant Order Form Initial Term(s), and Renewal Term(s) (as the case may be) (such period of time, collectively, the "**Term**") unless terminated pursuant to this Agreement. For avoidance of doubt, other than the Subscription Fee, all other terms of this Agreement shall apply to any utilization of Services prior to the Subscription Fee Start Date.

        2.   **Termination.** Either Party may terminate this Agreement upon written notice to the other Party in the event that: (a) the other Party commits a material breach of this Agreement and fails to cure such default to the non-defaulting Party's reasonable satisfaction within fifteen (15) days after receipt of notice; or (b) the other Party becomes insolvent or bankrupt, assigns all or substantially all of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights, or otherwise ceases to conduct business in the normal course.

        3.   **Effects of Termination.** Upon termination of this Agreement for any reason, all rights granted and obligations of the Parties hereunder and under each of the foregoing, shall (except as otherwise expressly provided herein or therein) immediately terminate. In the event of any termination of this Agreement, Client will pay Poli AI all fees and expenses for Services performed up to the effective date of the termination.

        4.   **Fees.** You will pay Us the then applicable fees and expenses described in the relevant Order Form in accordance with the terms therein (the "**Fees**"). Fees will be based upon the number of Subscription Units within each Subscription Community, as more particularly described in the relevant Order Form. Payments shall be made by check, ACH or wire transfer within thirty (30) days of the date of invoice. Please note that if Client or Client's accounts payable vendor charges any per invoice fees to process Poli AI invoices and send payments to Poli AI (e.g., $1.50 per invoice processed), Poli AI reserves the right to charge Client for these fees. We reserve the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term. We will provide You with notice of any such changes in Fees at least sixty (60) days prior to the then-scheduled renewal date.

        5.   **Disputed Fees.** You must promptly (and in no case later than thirty (30) days following receipt of the applicable invoice) provide written notice to Poli AI of any Fees in the relevant invoice disputed by Client, specifying in reasonable detail the nature of the dispute and the amount proposed to be withheld. The Parties will negotiate in good faith to attempt to resolve such dispute following submission of such dispute by Client. If such dispute is not resolved within thirty (30) days following Poli AI's receipt of the applicable notice, Poli AI may (without prejudice to its other rights or remedies) suspend the Services until such dispute is resolved and/or terminate this Agreement for breach.

6. **Taxes, Other Expenses.** Full payment with respect to invoices issued in any given month must be received by Us thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 3% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You will be solely responsible for all taxes associated with the imposition of Fees (other than taxes based on Our net income). Any failure by You to timely remit any sales, use, or other tax including any interest, fees and/or penalties, shall be considered a debt from You to Us and collectible in the same manner at law as Your other obligations hereunder.

D. OBLIGATIONS.

1. **Representations and Warranties.** Poli AI warrants and represents the following: (a) Poli AI and its Services will comply with all applicable Federal, state and local laws, rules, regulations and ordinances (collectively, "**Laws**"); (b) Poli AI owns or has procured all of the necessary rights, title and authority to license the Services, and all components thereof, to Client, as contemplated under this Agreement; (c) the Services and Poli AI Technology provided hereunder, and Client use thereof as contemplated herein, do not currently and shall not infringe upon or violate any copyrights, patents, trademarks, trade secrets, contractual rights or other proprietary rights of any third party; and (d) this Agreement does not have a conflict with any other agreement to which Poli AI is subject. Poli AI will use diligent, commercially reasonable efforts to immediately remedy any breach of these representations and warranties.

2. **Indemnification.**

2.1 **General Indemnification.** Poli AI shall indemnify, defend, and hold harmless Client from and against any Third Party Claims arising out of, as a result of, or in connection with (i)Poli AI's breach of any of its representations and warranties hereunder, (ii) Poli AI's breach of laws in providing the Services or in connection with the exercise of its rights hereunder; and/or (iii) gross negligence or willful wrongdoing of Poli AI. You shall indemnify, defend, and hold harmless Poli AI from and against any Third Party Claims arising out of, as a result of, or in connection with (a) Your breach with respect to any of Your representations and warranties made in this Agreement or Your duties undertaken in this Agreement; (b) Your breach of laws in connection with Your use of the Services or in the exercise of your rights under this Agreement; and/or (c) any Claim made against Us by any prospective or current resident or customer who suffers, or alleges to have suffered, damage, injury or loss while on premises at a Subscription Community. "**Claim(s)**" shall mean, individually or collectively, any allegations, liabilities, damages, fines, penalties, taxes, costs, losses and expenses, including reasonable attorneys' fees and costs of settlement, and including by reason of bodily injury (including death) or damage to tangible property.

2.2 Infringement Indemnification. Poli AI shall indemnify, defend and hold Client harmless, at Poli AI's own expense, from any Third Party Claim alleging that the Services or Poli AI Technology provided to Client (or any portion thereof, or Client use thereof) infringe any rights in United States copyright, patent, trademark, trade secret or other proprietary, intellectual property or contractual right of any third party; *provided* that the foregoing will not apply to Claims to the extent arising from (a) Client' use of the Services or Poli AI Technology in violation of this Agreement, any Order Form or any law; (b) modification of the Services or Poli AI Technology by any party other than Poli AI(including Client or Users) without Poli AI's express written consent; or (c) the combination, operation, or use of any of the Services or Poli AI Technology with other applications, product(s), data, or services where such Services or Poli AI Technology would not by itself, as applicable, be infringing. In the event that an injunction or order should be obtained or is pursued against use of the Services or Poli AI Technology, by reason of the Claims, or if in Poli AI's reasonable judgment, the Services or Poli AI Technology are likely to become the subject of a Claim of infringement, Poli AI shall, at its own expense, either: (i) procure for Client the right to continue using the Services or Poli AI Technology; (ii) replace or modify the same so that it becomes non-infringing (whereby such modification and replacement shall be reasonably acceptable to Client and functionally equivalent to the original); or (iii) if, (i) and (ii) are not possible despite Poli AI's commercially reasonable efforts, Poli AI shall provide a prorated refund to Client for all charges prepaid by Client for such Services or Poli AI Technology.

2.3 Indemnification Procedure. Client will (i) notify Poli AI in writing of a Claim and provide reasonable cooperation (at Poli AI's expense); and (ii) tender to Poli AI full authority to defend the Claim. Poli AI has no obligation to indemnify Client in connection with any settlement made by Client without Poli AI's written consent, which consent shall not be withheld unreasonably or delayed. Poli AI may not settle such Claim without the consent of Client, which consent shall not be withheld unreasonably or delayed. Client has the right to participate at its own expense in the Claim and in selecting counsel therefore.

3. **Publicity.** Poli AI shall have the right to use Your trade name, service marks or trademarks, or refer to You directly in any media release, public announcement or public disclosure except as required by law, including in any marketing materials, web sites, public customer lists, case studies, and public referral lists or public business

presentations. The use is not limited to the above list, it may also include metrics, results, and reporting that change as a result of utilizing Poli AIs various products..

      4.   **Force Majeure.** If either Party is unable to perform any of its obligations under this Agreement, including the SLA, because of circumstances beyond the reasonable control of the Party despite its best efforts, such as an act of God, fire, casualty, flood, pandemic, war, terrorist act, failure of public utilities, injunction, assertion or requirement of any governmental authority, epidemic, or destruction of production facilities (a "**Force Majeure Event**"), the Party who has been so affected shall immediately give notice to the other Party and shall use commercially reasonable efforts to resume performance. Upon receipt of such notice, all obligations of any affected Party under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement. This Section shall not excuse Client from its obligation to pay Fees hereunder.

      5.   **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER POLI AI NOR ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRD PARTY DATA PROVIDERS, MERCHANTS, LICENSORS, NOR THE LIKE, MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND EACH DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE PROVIDED UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, POLI AI DOES NOT REPRESENT OR WARRANT THAT THE POLI AI TECHNOLOGY OR SERVICES WILL BE ERROR-FREE OR THAT THEY WILL NOT BE INTERRUPTED, NOR DOES IT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE POLI AI TECHNOLOGY OR SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY DATA GENERATED THROUGH THE USE OF THE POLI AI TECHNOLOGY OR SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT (A) BY USING THE POLI AI TECHNOLOGY AND/OR THE SERVICES, IT IS NOT ASSURED OF ANY PARTICULAR LEVEL OF REVENUES, PROFITS, RESULTS, OR SUCCESS, AND (B) NO CLAIMS OR ASSURANCES OF GUARANTEED LEVELS OF PERFORMANCE THAT MIGHT RESULT FROM ITS EFFORTS HAVE BEEN MADE BY POLI AI OR ANY OTHER ENTITY OR PERSON AUTHORIZED TO COMMUNICATE ON BEHALF OF POLI AI.

      6.   **Exclusion and Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN EXCESS OF THE FEES PAID BY CLIENT TO POLI AI UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD (TO BE EXTRAPOLATED TO A TWELVE (12) MONTH PERIOD FOR LIABILITIES, IF ANY, THAT ARISE PRIOR TO TWELVE (12) MONTHS FROM THE EFFECTIVE DATE); PROVIDED, THAT IN NO EVENT SHALL ANY OF THE LIMITATIONS IN THIS <u>SECTION D(7)</u> RELIEVE CLIENT OF ITS OBLIGATIONS TO PAY ANY AND ALL FEES, LICENSE PAYMENTS, OR OTHER AMOUNTS WHICH FROM TIME TO TIME BECOME DUE AND PAYABLE TO POLI AI UNDER THIS AGREEMENT. Further, the limitations on liability set forth in this <u>Section D(7)</u> shall not pertain to: (a) in the case of Poli AI, Our indemnification obligations in <u>Section D(2.1)(ii)</u> and <u>(iii)</u> and under <u>Section D(2.2)</u>; and (b) in the case of Client, Your indemnification obligations under <u>Section D(2.1)</u> and <u>Section F(1)</u>, and Your infringement upon Our intellectual property rights.

E. <u>CONFIDENTIALITY, SECURITY, SERVICE LEVEL AGREEMENT, PRIVACY, AND DATA USE.</u>

      1.   **Confidentiality Agreement.** Each Party understands that the other Party will from time to time disclose or may disclose Confidential Information. Each Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a

third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party, or (e) is required to be disclosed by law.

As used herein, "**Confidential Information**" means information of one Party (the "**Disclosing Party**") that the other Party (the "**Receiving Party**") receives (whether or not from the Disclosing Party) or gains access to (whether or not by the Disclosing Party), whether orally, visually, in writing or otherwise, that is designated as confidential, either marked in writing, or identified as such and confirmed in writing, or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, receipt or gaining access. Confidential Information of each Party includes its trade secrets, business and marketing plans, technology and technical information, product plans and designs, and business processes of such Party. Confidential Information of Poli AI includes the Services, the Poli AI Technology, together with all documentation, and all intellectual property associated therewith or embodied therein, and the terms and conditions of this Agreement and any Order Form. Confidential Information of Client includes the Client Data. Notwithstanding the foregoing, Confidential Information shall not include any information of the Disclosing Party that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed or lawfully discovered by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

  2. **Information Security.** Poli AI will use generally accepted information security practices for transmitting and storing Client Data in compliance with applicable laws. Poli AI represents and warrants that it will (a) use and maintain administrative, physical, and technical safeguards consistent with prevailing industry standards to prevent the unauthorized access, use, storage, or disclosure of Client Data; and (b) Poli AI will establish, maintain, and comply with an information security program that shall: (i) meet prevailing standards to safeguard Client Data; (ii) ensure compliance with applicable data security and privacy laws; (iii) protect against the destruction, loss, access, disclosure, or alteration of Confidential Information, including Client Data; and (iv) include an appropriate network security program (that includes, without limitation, encryption of all sensitive or private data).

  3. **Service Level Agreement.** Poli AI acknowledges and agrees to the terms and conditions set forth in the SLA with respect to providing the Services to Client.

  4. **Privacy Policy and Data Use.** Poli AI acknowledges and agrees to the terms and conditions set forth in the Privacy Policy with respect to providing the Services to Client.

F. GENERAL.

  Owner/Manager. You represent, warrant, and covenant to Poli AI that, with respect to every Subscription Community, that either: (a) You are the owner of record (the "**Owner**") with respect to each such Subscription Community; or alternatively (b) You are the management service provider with respect to each such Subscription Community, and (i) You are, and at all times during the Term shall be, the duly appointed agent with respect to each such Subscription Community and (ii) in the event that you purport to bind the Owner to this Agreement, pursuant to a written agreement between You and the Owner of each such Subscription Community, You have the requisite legal power, right, and authority to enter into this Agreement and to contractually bind each such Owner under this Agreement with respect to the relevant Subscription Community(ies). If You are a management company entering into this Agreement as an agent for one or more Subscription Community(ies), then as between You and Us (1) We agree that We shall look solely to the relevant Subscription Community(ies) with respect to any fee obligation hereunder; (2) You agree that You shall be liable (on a joint and several basis with the relevant Subscription Community(ies), and inclusive of associated indemnification obligations under Section D(2.1)) for any Use Restrictions which You, Your employees or agents shall breach; and (3) You shall not mark up Our fees for the Services in invoicing Subscription Communities, except that You may charge a reasonable administrative fee provided Our actual fees are shown on the relevant invoice. You acknowledge that, in its assent to be bound by this Agreement and offer to provide the Services hereunder, Poli AI is acting in reliance upon the foregoing representations, warranties, and covenants, and that Poli AI would not enter into this Agreement in the absence of the foregoing representations, warranties, and covenants. Accordingly, You shall indemnify, defend and hold harmless Poli AI from and against any claims and other losses arising in connection with the failure of Your representations, warranties, and covenants set forth in this paragraph.

  Amendment. No Amendment to this Agreement is effective unless it is in writing, identified as an Amendment to this Agreement, and signed by an authorized representative of each Party.

Assignment. Neither Party shall assign or delegate any of the duties, obligations, or rights under this Agreement to any person, firm, corporation, or other third party, including by operation of law or order of any court, without the other Party's prior and express written consent, and any assignment made without any such consent will be void and of no effect as between the Parties; *provided* that, notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to such Party's Affiliate or any person or entity that acquires all or a majority of the assets and/or capital stock of such Party by merger, purchase, or otherwise. Any assignment to which either Party consents shall be deemed conditioned upon performance by the assignee in accordance with the terms and conditions of this Agreement.

Authority and Counterparts. Each Party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute one single Agreement between Parties.

Construction. Each Party has participated in negotiating and drafting this Agreement, such that if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was solely responsible for drafting one or more provisions of this Agreement. The headings used in this Agreement are for the convenience of the Parties only and shall not be deemed a part of, or referenced in, construction of this Agreement. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such provision shall be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law and shall not affect the remainder of this Agreement.

Delivery and Execution. Delivery of an executed Agreement by electronic mail, in portable document format (.pdf), or by any other electronic means shall constitute effective execution and delivery of this Agreement, and may be used in lieu of the paper Agreement for all purposes. Electronic Signatures of the Parties shall be deemed to be their original signatures for all purposes, and shall have the same force and effect as manual signatures. As used herein, "**Electronic Signature**" means any electronic sound, symbol, or process attached to or logically associated with a record, whether digital or encrypted, including, but not limited to, clicking on an agree button, and executed and adopted by a Party with the intent to sign such record.

Entire Agreement. This Agreement, including all Order Form entered into hereunder, and any appendices, schedules, or exhibits referred to therein and attached thereto, constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

Choice of Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the State and Federal courts located in New York, New York, for any action, litigation, or proceeding arising from or relating to this Agreement. Each Party acknowledges and agrees that any breach of its obligations hereunder may cause the other Party irreparable injury for which there are no adequate remedies at law and that such Party shall be entitled to seek equitable relief in addition to all other remedies available to it.

Notices. In the interests of speed and convenience, the Parties each agree that they prefer to use electronic mail as the principal method of communication hereunder. Accordingly, by signing this Agreement the Parties agree that notice by electronic mail given at the email address of each Party set forth in Order Form No. 1 (or to such replacement address as each Party shall furnish to the other in writing) shall be sufficient legal notice for purposes of this Agreement. If no electronic mail address shall be so provided, or in the alternative to electronic mail, such notice shall be sent via certified mail, return receipt requested, or sent by overnight courier, to the Party to whom it is to be given at the address of such Party set forth on Order Form No. 1 (or to such other address as the Party shall have furnished in writing).

Relationship of the Parties. It is understood and agreed that Poli AI will provide services under this Agreement as an independent contractor. During the performance of Services under this Agreement, Poli AI's employees will not be considered employees of Client for any purpose whatsoever. Poli AI shall be

solely responsible for the compensation of its employees and all employee-related taxes. Further, nothing herein shall be construed to entitle either Party to be a representative, agent, partner, or joint venture of the other. Nothing contained herein shall require Client to promote or use the Services exclusively, and Client may enter into other agreements to license, use, or promote non-Poli AI products and services.

Waivers. No waiver to this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by both Parties. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof.

<u>**Exhibit A**</u>
Service Level Agreement and Support Terms

The Services shall be available ninety-nine percent (99%) of the time ("**Availability**"), measured monthly, excluding the Exceptions listed below. If You request maintenance or an additional feature, any uptime or downtime calculation will exclude periods affected by such maintenance or additional feature for the thirty (30) days after the feature is launched. No period of Service degradation or inoperability will be included in calculating Availability if such downtime or degradation is caused, in whole or in part, by any of the following ("**Exceptions**"):

> any act or omission by You or Your vendor;
>
> access to or use of the Services by You or Your vendor that does not comply with the Agreement;
>
> failure, interruption, outage, or other problem with any software, hardware, system, network, internet, facility, or other matter not supplied or required by Poli AI pursuant to this Agreement;
>
> Poli AI's blocking of the Services in accordance with the Terms and Conditions;
>
> Scheduled Downtime (as defined below); or
>
> Force Majeure Event as defined in the Terms and Conditions.

Poli AI will use commercially reasonable efforts to (a) schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 3:00 a.m. on weekdays or between the hours of 8 p.m. Saturday to 8 a.m. Sunday, all Eastern Time, as applicable and (b) notify Client at least 48 hours in advance of all such scheduled outages of the Services ("**Scheduled Downtime**").

Your sole and exclusive remedy, and Poli AI's entire liability, in connection with Services availability shall be that for each day in which there is downtime lasting longer than one (1) hour, Poli AI will credit You an amount equal to the daily Fee for the affected units (i.e., 1/30 multiplied by the monthly Subscription Fee multiplied by the number of units) prorated, as reasonably determined by Us, with respect to the portion of the Services impacted by the relevant downtime. Downtime shall begin to accrue as soon as You (with notice to Poli AI) recognize that downtime is taking place, and continue until the availability of the Services is restored. In order to receive downtime credit, You must notify Poli AI in writing within five (5) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash.

Poli AI will provide commercially reasonable technical support to You regarding issues with our provision of the Services via email on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of U.S. Federal Holidays.

You may initiate a support ticket by emailing broker@Poli.ai

Poli AI will use commercially reasonable efforts to respond to all support tickets within two (2) business days.