

# App Store Vendor License Agreement

THIS APP STORE VENDOR LICENSE AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BY AND BETWEEN ENTRATA, INC. ("ENTRATA"), AND THE UNDERSIGNED VENDOR ("VENDOR") AS OF THE EFFECTIVE DATE SET FORTH BELOW.

## 1. DEFINITIONS

a. "Confidential Information" means the terms of this Agreement and information in any form or medium that the disclosing party considers confidential or proprietary, including information consisting of or relating to the disclosing party's technology, trade secrets, trade names, configurations, specifications, techniques, algorithms, schemas, screen prints, processes know-how, business operations, business methods, plans, strategies, customers, costs and pricing, and information or any modification, thereof, (including third party information) with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not designated as "confidential." Without limiting the foregoing, the following is Confidential Information of Entrata: access credentials, provided documentation, the Software, and any code relating thereto (in both source code and object code form). However, Confidential Information does not include information that (i) was or becomes generally known by the public other than by receiving party's or any of its representatives' noncompliance with this Agreement or other wrongful act, (ii) was rightfully known to the receiving party without restriction on use or disclosure prior to such information being disclosed or made available to the receiving party in connection with this Agreement, (iii) was or is received by the receiving party on a non-confidential basis from a third party that was not, at the time of such receipt, under any obligation to maintain its confidentiality, or (iv) was or is independently developed by the receiving party without reference to or use of any the disclosing party's Confidential Information.

b. "Vendor Data" means content, in any form or medium, that is received, directly or indirectly from vendor or other third party by or through the services or that incorporates or is derived from the processing of such content by or through the services.

c. "Trade Secret", as defined by the Uniform Trade Secrets Act means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## 2. GRANT OF LICENSE

Subject to Vendor's performance of its obligations set forth herein and in Exhibit A attached hereto, Vendor may use the Software (as defined herein) to install an App that functions within Entrata's Administrative System. The App Store Software is licensed, not sold, to Vendor. Vendor's license to use the App Store Software is a non-exclusive, non-transferable, non-assignable license for its End Users to use the Apps that Vendor owns or controls in connection with the App Store. Vendor may not rent, lease, lend, sell, transfer redistribute, or sublicense Vendor's Apps. This license will govern any upgrades, new versions and new releases of the Entrata software associated with the App Store (collectively, the "Software"). All rights of Entrata not expressly granted to Vendor herein shall be, and hereby are, reserved to Entrata. The License granted herein shall terminate following the Term of the Agreement. Both Entrata and Vendor agree it will only maintain the product in the App Store during such period as any licensee/client of both Entrata and Vendor ("Common Client") has subscribed for or purchased a license to use the Software and the Vendor's Application interfacing therewith.

### 3. LICENSE RESTRICTIONS

Vendor agrees that it shall not itself, or through any parent, subsidiary, affiliate, agent or any other third party: (a) sell, resell, lease, license, sublicense, rent, encumber or otherwise transfer to others any rights in any portion of the Software; (b) attempt, or knowingly permit or encourage others to, or attempt to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code of all or any portion of the Software; (c) write or develop any derivative works based on the Software. Vendor further agrees to safeguard all Software against use, copying, transfer or inspection by any third party. Vendor shall not permit any third party to, directly or indirectly, exercise possession or control over the Software, or to operate the Software, without Entrata's prior written approval, which approval may be withheld in Entrata's sole discretion.

### 4. INDEMNIFICATION BY VENDOR

Vendor shall indemnify and defend Entrata and its officers, directors, employees and representatives against, and hold them harmless from: (a) any claims or allegations against Entrata that arise from or relate to this Agreement or the subject matter hereof, including but not limited to Vendor's failure to comply with governmental regulations, Vendor's interaction with its customers or their properties or residents, a data or security breach associated with Vendor's Data, and (b) any litigation, arbitration, judgments, awards, settlements, damages, expenses, losses, attorneys' fees, and costs arising from or relating to any such claims or allegations. Vendor is responsible for its employees, agents, and affiliates who use the Software and Vendor shall defend and indemnify Entrata for any liability caused by the improper, negligent, reckless or fraudulent use of the Software by any employee, agent or affiliate of Vendor.

### 5. ENTRATA'S RIGHTS

**5.1 Software.** Entrata may add, delete, or change the features or functions of the Software at any time in Entrata's sole discretion without penalty or liability. The Software may be temporarily unavailable with or without prior notice, and Vendor acknowledges that factors beyond Entrata's reasonable control, such as telecommunications failure or equipment failure, may render the Software unavailable to Vendor, and/or the end users thereof (the "End User"). Entrata makes no guarantee regarding up-time or availability of the Software.

**5.2 Consent for Data Use.** Through the Software, Entrata may capture, collect and use Vendor Data that is processed by the Software, including, but not limited to: End User data, App functionality and statistics, information about Vendor's devices, systems and application software (which is gathered periodically to facilitate the provision of software updates), and product support requirements. Entrata may use, repurpose, sell, rent or lease such data that is provided but such use will not identify the Vendor in any release of any such information to third parties.

**5.3 Ownership.** Entrata's Software, Confidential Information, and any other proprietary information, the data identified in Section 5.2 above as obtained through this Agreement, and any and all derivative works thereof are the sole property of Entrata and are subject to copyright protection and other proprietary rights and protection available under law. Any lack of a copyright notice does not imply unrestricted or public access. No duplication, usage, disclosure, or publication thereof, in whole or in part, for any purpose is permitted, except that which is expressly permitted by this Agreement. Vendor specifically agrees that any and all derivative works of the Software shall be the property of Entrata and Vendor hereby assigns all title and ownership interest therein, if any, to Entrata.

### 6. CONFIDENTIALITY

Vendor agrees that Entrata's Confidential Information and Trade Secrets constitute valuable intellectual property and agrees that it shall use Entrata's Confidential Information solely in accordance with the provisions of this Agreement and shall not disclose, or permit to be disclosed, the same, directly or indirectly, except as required by law, to any third party without Entrata's prior written consent, and shall safeguard Entrata's Confidential Information from unauthorized use and disclosure using measures that are equal to the standard of performance used by the Vendor to safeguard its own Confidential Information of comparable value, but in no event Vendor shall use reasonable care to protect Entrata's Confidential Information from disclosure. Vendor agrees that it shall not disclose the terms of this Agreement, except as required by law. In the event of actual or threatened breach of the provisions of this Section, which the parties agree would cause irreparable harm, Entrata shall be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

## **7. TERM AND TERMINATION**

**7.1 Term.** The license granted herein and this Agreement shall remain in full force and effect for three (3) years from the Effective Date, (“Initial Term”) or until there are no more Common Clients, whichever occurs first. At the conclusion of the Initial Term, the term of the Agreement shall automatically be extended for an unlimited number of successive one month periods, or until there are no more Common Clients.

**7.2 Termination.** Following the Initial Term, this Agreement may be terminated by either Vendor or Entrata through the provision of written notice at least thirty (30) days prior to the intended termination date. Vendor’s rights under this license will terminate automatically without notice should Vendor fail to comply with any of the terms and conditions set forth herein. Upon termination of this Agreement, Vendor shall cease all use of the Software and destroy all full or partial copies Vendor may have installed on its systems. Notwithstanding the foregoing, Entrata may discontinue the Software and terminate the App Store at any time, in its sole discretion and without penalty.

## **8. FEES**

There are no monthly subscription fees for the Software or the App Store use at this time. Entrata reserves the right to charge fees for support, implementation and consultation, as mutually agreed upon by the parties.

## **9. SURVIVING SECTIONS**

Sections 4, 5, 6, 7, 11, 12 and 13 shall survive any termination or expiration of the Agreement.

## **10. SECURITY PROCEDURES**

Vendor will be solely responsible for establishing, maintaining and following such security protocols as Vendor deems necessary to ensure that any Vendor Data and personally identifiable information used or disclosed through the Software is secure and confidential until received by Entrata. Vendor shall safeguard the confidentiality and security of any access credentials, equipment, and other proprietary property or information provided in connection with the Software. Vendor shall limit access to any access credentials and equipment to persons who have a need for such access, and will closely and regularly monitor the activities of employees who access the Software. Vendor will notify Entrata immediately if Vendor has any reason to believe that Confidential Information has been or may be revealed to third parties. Entrata may prevent access to the Software if it is unable to confirm Vendor’s or any of its authorized user’s access credentials or identity or if Entrata believes such action is necessary for other security reasons. Vendor is solely responsible for any information, messages, or data transmitted through Vendor’s account and processed through the Software.

## **11. DISCLAIMER**

Entrata assumes no liability or responsibility for any third-party services, loss of Vendor Data, websites or software used in connection with the Software.

## **12. NO WARRANTY**

**VENDOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS SOLELY AT VENDOR’S RISK. THE SOFTWARE IS PROVIDED “AS IS” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE ARE EXPRESSLY EXCLUDED. ENTRATA DOES NOT WARRANT AGAINST INTERFERENCE WITH VENDORS USE AND ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY ENTRATA WILL MEET VENDOR’S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR ASSOCIATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR ASSOCIATED SERVICES**

**WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ENTRATA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY ADDITIONAL WARRANTY.**

### **13. LIMITATION OF LIABILITY**

IN NO EVENT SHALL ENTRATA BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF RECREATING LOST DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR OTHER ITEMS OR SERVICES PROVIDED HEREUNDER OR ANY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE, SAID ITEMS OR SERVICES EVEN IF ENTRATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, ENTRATA'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM ENTRATA'S ACTIONS, SHALL IN NO EVENT BE GREATER THAN \$50. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### **14. ASSIGNMENT**

Neither the Agreement nor any rights or obligations under the Agreement may be assigned or otherwise transferred by Vendor, in whole or in part, whether voluntary, by operation of law or in connection with a merger or sale of stock or assets that results in a change of control. This Agreement and the rights and obligations of Entrata under the Agreement may be assigned, without the consent of Vendor, by Entrata to any entity which is a wholly owned subsidiary or parent of Entrata, which survives a merger in which Entrata participates or to any entity which acquires all or substantially all of the assets of Entrata or substantially all of Entrata's interests in the product suite which contains the Software. Subject to the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

### **15. NOTICES**

Any notice required or permitted under the terms of the Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail return receipt requested, (c) sent by overnight air courier, or (d) sent via electronic mail to the recipient(s) named herein at the email addresses set forth herein. If to Entrata, a notice shall be forwarded to Entrata at: Entrata, Inc., 4205 Chapel Ridge Road, Lehi, UT 84043, Attn: Chief Legal Counsel, email: legal@entrata.com. If to Vendor, a notice shall be forwarded to Vendor at the address provided herein.

### **16. FORCE MAJEURE**

Entrata will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Entrata's reasonable control.

### **17. WAIVER.**

The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute a consent to, waiver of, or excuse of any other, different or subsequent breach.

### **18. SEVERABILITY**

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable. If such a construction is not feasible, such term, condition or provision shall be severed from the remaining terms, conditions and provisions, which remaining terms shall continue to be valid and enforceable to the fullest extent permitted by law.

## **19. NO THIRD PARTY BENEFICIARIES**

The parties agree and acknowledge that the Agreement is not made for the benefit of any third-party. Nothing in the Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of the Agreement, nor is anything in the Agreement intended to relieve or discharge the liability of either party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over or against either Party.

## **20. RELATIONSHIP OF THE PARTIES**

The parties are independent contractors and not the franchisee, partner, or agent of each other. Neither party shall have the right to make any representations on behalf of the other.

## **21. PUBLICITY**

Vendor agrees that Entrata may use Vendor's name and logo in press releases, product brochures, on the Entrata Website and financial reports indicating that Vendor has licensed the Software.

## **22. COUNTERPARTS**

All materials provided by Entrata to Customer with respect to Leasing and Rents, including but not limited to the Software code, proprietary data and documentation, or other proprietary information developed or provided by Entrata, including logos, trademarks, copyrights, trade names, and any non-public know-how, methodologies, equipment, or processes of Leasing and Rents, shall remain the sole and exclusive property of Entrata. All rights not granted to Customer hereunder are reserved by Entrata.

## **23. APPLICABLE LAW; VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah, without regard to the application of conflicts of law principles. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Salt Lake County, Utah, in connection with any action arising out of or in connection with this Agreement. An action for breach of this Agreement or any other action otherwise arising out of this Agreement must be commenced within one year from the date the right, claim, demand, or cause of action first occurs or be barred forever.

## **24. AUTHORITY**

The parties each represent and warrant that the individuals signing below are duly authorized to execute this Amendment on behalf of such entity.

## **25. NON-DISPARAGEMENT**

Vendor agrees not to directly or indirectly make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, harm the good will, or negative toward Entrata or any of its directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

[signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and agree to be bound by its terms as of the later of the signature dates shown below ("Effective Date").

**ENTRATA, INC**

\_\_\_\_\_ ("Vendor")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title of Signer

\_\_\_\_\_  
Printed Name and Title of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# EXHIBIT A

## USAGE RIGHTS AND RESPONSIBILITIES

These Usage Rights and Responsibilities describe certain obligations of Vendor with respect to use of the Entrata App Store and the Software associated therewith. All capitalized terms not otherwise defined herein shall have the meanings set forth in the App Store Vendor License Agreement to which this Exhibit A is attached (the "Agreement")

### DEFINITIONS:

- a. "Administrative System" means the Entrata Administrative Website System wherein Entrata's customers perform administrative functions in connection with the software and services provided to them.
- b. "API" means an Application Programming Interface through which Vendor's application program may use language and message formats to communicate with the operating system, or a control program through a communications protocol by writing function calls in the program, which provide the link between such programs for a program to perform required subroutine for execution.
- c. "App" means an application that can be utilized by End Users' smartphones, tablets, desktop computers and laptop computers to provide such End Users certain functionality, and interaction capabilities with the Software and other programs.
- d. "End User" means a multifamily property management customer that receives software or services from a Vendor and Entrata.
- e. "I-frame" means an HTML window frame of a specified size that allows another HTML document to be inserted into an HTML page.
- f. "Property(ies)" means a residential, mixed use, office, industrial, storage, commercial or similar property(ies) owned, managed or affiliated with the End User.
- g. "Software" means the Entrata computer software programs (in object code form only), any maintenance release, new version, or other modifications, corrections, improvements, enhancements or releases provided by Entrata.
- h. "URL" means a formatted text string used by web browsers, email clients, and other software to identify files on the internet, including but not limited to plain web pages, text documents, graphics, or programs.
- i. "Web Service Call" means a call that is made to web server for web users or other web-connected programs.

### 1. SCOPE OF USE

Vendor may install an App on any App capable device through which Entrata will I-frame a designated URL that corresponds with that App inside of the Administrative System. This will then allow Vendors' login page to appear within an I-frame of the Administrative System. This functionality will further allow an End User to bookmark systems they commonly use.

### 2. SOFTWARE

**2.1 End User App installation.** Entrata will provide Vendor with single sign-in capability that will allow the End User to install Vendor's App on End User's App capable devices. The End User may then assign one or more properties to such App. Vendor will be notified when an End User installs Vendor's App. Vendor may then initiate a Web Service Call to Vendor's API to view those End Users who have installed Vendor's App.

**2.2 Single Sign on.** When Vendor has determined which End Users have installed Vendor's App, Vendor may link its current users to such new End Users, so that a single sign on can be used for all End Users. When an End User clicks on an installed App from such End User's dashboard, Entrata will load an I-frame into the Administrative System that includes authorization information. The App Vendor will use this authorization information to request End User data required to link current users to End Users.

**2.3 End User Data Integration.** The App Store Software will allow Vendor to receive an End User's API access which will facilitate Vendor receiving End User data (i.e. maintenance requests, resident names, leads, properties, etc.) from the End User's API. This will provide Vendor enhanced interoperability and integration with the End User.

### **3. RESPONSIBILITIES OF VENDOR**

**3.1 Vendor's Responsibilities.** In connection with use of the Software, Vendor agrees to abide by the following requirements:

- a. Vendor shall be responsible to host its Apps on Vendor's servers, and will be responsible to store any data received or transmitted through its App in Vendor's database.
- b. Vendor shall be responsible for training its own employees in the use of the Software.
- c. Vendor will use the Software in accordance with the Agreement and any documentation provided by Entrata. Vendor will provide, at its own expense, an Internet connection, and all other computer hardware, software and other equipment and supplies required to use the Software.
- d. Vendor shall be responsible for installing and implementing any changes and upgrades to the Software as required by Entrata within five (5) business days of notice by Entrata of the availability of such upgrades.
- e. Vendor agrees that when an End User installs a Vendor App, Entrata will reveal to Vendor that the End User, and any of the properties that the End User owns or manages, may now use such App. Vendor is responsible for implementing and configuring all programs necessary to support the App.
- f. Vendor's App(s) and links will be presented and run in mobile, handheld and tablet environments, and Entrata will dictate in its sole discretion where and how the links and embedding occurs.
- g. Vendor agrees that the framing dimensions of Vendor's App(s) are subject to change.
- h. Vendor shall use commercially reasonable efforts to preserve the confidentiality of any user identification, login credentials, test key, or other code or authentication method provided by Entrata or otherwise required for use of the Software and shall further prevent the use of the Software by unauthorized persons. Entrata is not responsible for lost, missing or stolen login credentials or any unauthorized use of or access to the Software or any potential resulting loss or disclosure of any Confidential Information.
- i. Vendor will not use or allow the Software to be used to engage in any activity, directly or indirectly, that is illegal or fraudulent.
- j. Vendor shall comply with all applicable state and federal laws and regulations including any compliance requirements or obligations that Vendor may have with respect to the transmission of data to or through the Software.
- k. Vendor agrees to forever refrain from instituting, initiating, prosecuting, maintaining, or voluntarily participating in any lawsuit, claim, litigation, demand, cause of action, or other proceeding in any jurisdiction or forum against the Entrata. Vendor further warrants that they will never file any claim in any forum against any Entrata arising from any claimed act, omission, or any other conduct occurring prior to the Effective Date of this Agreement.