

ZEGO TERMS AND CONDITIONS FOR RESIDENTS

Version date: June 2019

1. ACCEPTANCE. This Services Agreement (this “*Agreement*”) is a legal agreement between you (“*Resident*”) and PayLease, LLC (“*PayLease*”, “*we*”, “*our*”) for the cloud-based services platform operated by PayLease and made accessible to you, including through any website or platform operated by PayLease (collectively, the “*Platform(s)*”) or one or more PayLease mobile applications (each, an “*App*” and collectively, the “*Apps*”). By clicking on the “I agree” or similar button or by using the Platform or Apps in any way, including using or accessing any of the services and/or functionality of, the Services (as defined below), you agree to be bound by, and to comply with, this Agreement. You may not use the Services or accept this Agreement if (a) you are not of legal age to form a binding contract with PayLease; or (b) you are prohibited by law from receiving or using the Services. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case “you” or “your” or “Resident” shall refer to such entity. The Services may be subject to supplemental terms, posted guidelines, rules or other terms made available by PayLease from time to time (collectively, the “*Additional Terms*”), which are incorporated herein by reference. If there is any conflict between any provision in this Agreement and the Additional Terms, this Agreement shall take precedence in relation to the Service unless the Additional Terms identify and expressly supersede the provision in this Agreement. PayLease may change this Agreement from time to time at its sole discretion, and if PayLease makes any material changes, we will notify you by sending you an email to the last email address you provided to us and/or posting the revised Agreement on the Platform or Apps. Therefore, you agree to promptly notify us of any changes in your email address. Any material changes to this Agreement will be effective upon the earlier of the dispatch of the email notice to you or the date of posting of notice of the changes on the Platform or Apps and shall be evidenced by a new Version date shown above. These changes will be effective immediately for new users of the Service. PayLease may require you to provide consent to the updated Agreement before further use of the Services is permitted. Otherwise, your continued use of the Service constitutes your acceptance of the changes. Please regularly check the Platform or Apps to view the then-current Agreement. PayLease also has customer information and privacy policies as set forth in its Privacy Policy located at <https://www.paylease.com/corp/privacy-policy/>, which is fully incorporated herein by reference.

THIS AGREEMENT LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION OR TO HAVE A TRIAL BY JURY, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM AND THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES OR THE RULES OF AN ADR PROVIDER. PLEASE SEE SECTION 10 FOR MORE DETAILS.

1. DEFINITIONS. As used in this Agreement, the capitalized terms listed below shall have the following meanings:

1.1 “Authorized User” shall mean any individual who is authorized by virtue of such individual’s relationship to, or permissions from, Resident, to access the Services pursuant to Resident’s rights under this Agreement.

1.1 “Documentation” means the documentation in electronic form provided to Resident by PayLease that describes the Service.

1.2 “*Enhancements*” shall mean the following: minor modifications, revisions and corresponding Documentation with respect to the Service, including the addition of enhancements or improved performance made available by PayLease to the Service; however, Enhancements shall not include the addition of significant new features not originally included as part of the Service.

1.3 “*Maintenance Modifications*” means bug fixes, patches, modifications or revisions to the Service that correct errors therein.

1.4 “*Service(s)*” means PayLease’s cloud-based, all-in-one smart home software and hardware package branded as “Zego” that allows residents to control all of their smart home devices through the App and that is made available by PayLease through the Platform or Apps, including any Enhancements, Maintenance Modifications and corresponding Documentation.

2. SERVICE.

2.1 Subject to the terms and conditions contained in this Agreement, PayLease hereby grants to Resident a non-exclusive, non-transferable license, during the term of this Agreement, to access and use, and to permit each Authorized User to access and use, the Service, solely for its intended purpose, in accordance with the specifications set forth in any Documentation. PayLease shall provide the Resident with (a) commercially reasonable support for the Service and (b) Enhancements and Maintenance Modifications as they become available. You may be prompted to sign up and create an account with a log-in ID and password (“*Log-In Information*”) in order to access the Services.

2.2 Resident may not (a) rent, loan or re-license rights to access and/or use the Service (except as specifically provided herein); (b) modify, disassemble, decompile, or reverse engineer software included as part of the Service; (c) share identification or password codes with persons other than Authorized Users or permit Resident’s account to be accessed by individuals who are not Authorized Users; or (d) use the Service in any way not expressly provided for in this Agreement. Resident shall be responsible for all activities that occur under Resident’s account, including any acts or omissions of Authorized Users. Resident shall notify PayLease of any unauthorized use of Resident’s passwords or account or any other breach of security that is known or suspected by Resident. Resident shall abide by all applicable local, state, national and foreign laws and regulations in connection with its use of the Service.

2.3 All Resident-specific data generated or created by Resident in connection with its use of the Service (“*Resident Data*”) shall belong to Resident, provided however that Resident hereby grants to PayLease the right to use the Resident Data for the purpose of providing the Services to the Resident and the perpetual right to use such Resident Data to improve its Services or other service offerings. PayLease will maintain administrative, physical, and technical safeguards for protection of the security and integrity of Resident Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Resident Data by PayLease personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as may be compelled by law, or (c) as Resident expressly permits in writing.

3. LICENSE TO USE SOFTWARE.

1.5 Subject to your compliance with this Agreement, PayLease grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the App on a single mobile device or computer that you own or control and to run such copy of the App solely for its intended purpose. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an “*App Store Sourced App*”), you will only use the App Store Sourced App

(i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service .

1.6 Use of any software and associated documentation, other than the App, that is made available via the Platform or the Services ("**Software**") is governed by the terms of this Agreement or the license agreement that accompanies or is included with the Software. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will PayLease provide you with any tangible copy of any PayLease Software. Subject to your compliance with the Agreement, PayLease grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use any PayLease Software for the sole purpose of enabling you to use the Services in the manner permitted by this Agreement.

1.7 You acknowledge and agree that the availability of the App is dependent on the third party from whom you received the App license, e.g., the Apple App Store or Android app stores ("**App Store**"). You acknowledge that this Agreement is between you and PayLease and not with the App Store or owner thereof. PayLease, not the App Store or owner thereof, is solely responsible for the Services, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In the event of any failure of the App to conform to any applicable warranty, you may notify the owner of the App Store, and the owner of the App Store may refund the purchase price for the App to you (if any) and to the maximum extent permitted by applicable law, the owner of the App Store will have no other warranty obligation whatsoever with respect to the App. As between PayLease and the owner of the App Store, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of PayLease. In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Services, including the App. You acknowledge that the App Store or owner thereof (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce its terms.

4. PAYMENT.

4.1 In the event you purchase any products or services through the Platform or via the App, Resident shall pay, and, if applicable, PayLease shall have the right to charge to Resident's credit card, any applicable fees. Resident must provide PayLease with a valid credit card or other authorized payment method. PayLease reserves the right to modify any fees and charges and to introduce new charges at any time, upon at least thirty (30) days' prior notice to Resident, which notice may be provided by email. PayLease will automatically bill the credit card submitted for each product or paid feature or functionality of the Service requested by Resident. Resident agrees to provide PayLease with complete and accurate billing and contact information.

1.8 The prices stated in PayLease's quotations are exclusive of any federal, state, or other governmental taxes, duties, fees, or tariffs now or hereafter imposed on the Service. Resident shall be responsible for, and if necessary reimburse, PayLease for all such taxes, duties, fees, excises, or tariffs, except for taxes imposed on PayLease's net income.

2. TERM/TERMINATION.

3.

4.2 Term. The term of this Agreement will commence on the Effective Date and will continue until earlier terminated by either Resident or PayLease as set forth below.

2.1 Termination by Resident. If Resident wants to terminate its use of the Services, Resident may do so by notifying PayLease at any time or by closing its account for the Services. Resident's notices should be sent, in writing, to PayLease's address set forth below.

2.2 Termination by PayLease. PayLease may at any time terminate Resident's use of the Services if (a) Resident has breached any provision of this Agreement; (b) PayLease is required to do so by law; or (c) PayLease has elected to discontinue the Platform or Apps or the Services or any element thereof.

2.3 Effect of Termination. Upon any termination of this Agreement, all licenses granted to Resident hereunder shall immediately terminate and Resident will immediately discontinue all use of the Services and pay to PayLease all amounts due and payable under this Agreement (if any). In addition to any rights that accrued prior to termination, the provisions of Sections 3.3, 6.4 and 7 through 11 shall survive any termination of this Agreement.

2.4 Suspension of Service. If Resident breaches this Agreement or fails to pay any amounts in accordance with the terms and conditions hereof, PayLease shall have the right, in addition to any of its other rights or remedies, to suspend the Services to Resident, without liability to Resident until such breach is remedied.

2.5 Data Retention. Should the Service be suspended or terminated, PayLease may permanently remove all Resident Data from the Service.

3. PROPRIETARY RIGHTS.

The parties agree that all proprietary rights in the Service and Apps are and will remain the property of PayLease. This includes non-personally identifiable aggregate data or publicly available data collected by PayLease in connection with providing the Services, as well as usage statistics and traffic patterns ("*PayLease Data*"), all rights, title and interest to which are hereby assigned to PayLease by Resident. Resident hereby also grants PayLease the perpetual, royalty-free right to use any suggestions, ideas, feedback or other recommendations provided by Resident relating to the Service. PayLease may use Resident's name and/or its logo (if any) on PayLease's Platform and Apps and in its marketing materials to indicate that Resident is a client of PayLease.

4. WARRANTIES.

4.1 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PAYLEASE PROVIDES THE SERVICE "AS IS" AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED. PAYLEASE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PAYLEASE DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. PAYLEASE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, PAYLEASE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING OR INABILITY TO ACCESS THE SERVICE OR APPS FOR ANY REASON. RESIDENT ACKNOWLEDGES THAT NEITHER THE

SERVICE NOR ANY PART THEREOF IS A HOME SECURITY SYSTEM AND THAT PAYLEASE WILL NOT MONITOR SIGNALS FROM THE SERVICE AT ANY TIME. PAYLEASE WILL NOT DISPATCH EMERGENCY AUTHORITIES OR PROVIDE NOTIFICATION IN CASES OF EMERGENCY. RESIDENT ACKNOWLEDGES THAT NEITHER PAYLEASE NOR ANY OF ITS REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST, OR LIABLE FOR ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE RESIDENT'S PROPERTY.

4.2 Essential Basis of Agreement. The parties acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth herein form an essential basis of the agreement between the parties, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose), and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

5. LIMITATION OF LIABILITY.

BY USING THE SERVICE, YOU AGREE THAT PAYLEASE SHALL NOT BE LIABLE TO YOU FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF (A) ANY PERMANENT OR TEMPORARY CESSATION IN PROVIDING THE SERVICE (OR ANY ANCILLARY SERVICES OFFERED THROUGH OR FEATURES OF THE SERVICE), (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE, (C) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (D) YOUR USE OR MISUSE OF THE SERVICE, OR (E) PRODUCTS OR SERVICES PROVIDED BY COMPANIES OR PERSONS OTHER THAN PAYLEASE. THESE FOREGOING LIMITATIONS ON OUR LIABILITY SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

NOTWITHSTANDING THE FOREGOING, THE CUMULATIVE LIABILITY OF PAYLEASE, ITS AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU PAID TO PAYLEASE DURING THE IMMEDIATELY PRECEDING SIX MONTHS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, AND, IN SUCH EVENT, SUCH LIMITATIONS OR EXCLUSIONS SHALL APPLY TO THE MAXIMUM EXTENT POSSIBLE.

6. DISPUTE RESOLUTION

6.1 Governing Law. This Agreement or any claim, cause of action or dispute arising out of or related to this Agreement shall be governed by the laws of the state of California regardless of your country of origin or where you access the Services, and notwithstanding any conflicts of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

6.2 Mandatory Arbitration.

(a) You and PayLease agree to resolve any disputes between us in accordance with this Section 10. If you believe that PayLease has not adhered to the Agreement or you have any dispute with PayLease, please contact PayLease using the contact information provided herein. We will do our best to address your concerns and each party agrees to attempt to resolve any disputes with the other amicably.

(b) Except as provided herein, you and PayLease agree that we will resolve any disputes between us that we cannot resolve as provided above through binding and final arbitration instead of through court proceedings. All such controversies, claims, counterclaims, or other disputes arising between you and PayLease relating to the Services or this Agreement (each a "**Claim**") shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association ("**AAA**"). If AAA is not available to arbitrate, the parties shall agree to select an available alternative dispute resolution provider ("**ADR Provider**") and the rules of such provider shall govern all aspects of the arbitration. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

(c) For any claim where the total amount of the award sought is \$10,000 or less, the AAA (or ADR Provider, if applicable), you and PayLease must abide by the following rules: (a) the arbitration will be conducted solely based on written submissions; and (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA (or ADR Provider, if applicable) rules, and the hearing (if any) will be held in a location reasonably convenient to both parties, unless the parties agree otherwise on a specific location.

(d) If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, PayLease will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

(e) This arbitration agreement does not preclude you or PayLease from seeking action by federal, state, or local government agencies. You and PayLease also have the right to bring qualifying claims in small claims court. In addition, you and PayLease retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

(f) Neither you nor PayLease may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or PayLease's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

(g) If any provision of this Section 10 is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section 10 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Agreement. This Section will survive the termination of the Agreement or your relationship with PayLease.

7. GENERAL.

7.1 Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

7.2 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that PayLease may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of its assets or any other transaction in which more than fifty percent (50%) of its voting securities are transferred, subject to all of the terms of this Agreement. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.

7.3 Severability/Notice. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Resident is responsible for updating its data to provide PayLease with its most current email address. Unless otherwise provided, any notice provided to Resident pursuant to this Agreement shall be sent by email to the address provided by Resident. In the event that the last email address provided to PayLease is not valid, or for any reason PayLease is not capable of delivering to Resident any notices required by this Agreement, PayLease's dispatch of the email containing such notice will nonetheless constitute effective notice. Any notice provided to PayLease pursuant to this Agreement should be sent by personal delivery, overnight delivery service or by registered or certified mail, return receipt requested to PayLease, Attn: legal@paylease.com. Notices shall be deemed given when delivered.

7.4 Independent Contractors. The relationship of the parties is that of independent contractors and nothing contained in this Agreement shall be construed to make either party an agent, partner, joint venturer, or representative of the other for any purpose.

7.5 Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by any reason where failure to perform is beyond the reasonable control of the nonperforming party.

7.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces any prior understandings, written or oral. To the extent inconsistent, this Agreement supersedes any end user license agreement accepted by you, even if such terms are subsequently accepted by you.