

SUBSCRIPTION AGREEMENT

DO NOT READ THE BELOW SUBSCRIPTION AGREEMENT WITHOUT ALSO READING THE COMPANY'S PRODUCT USE AGREEMENT, END USER LICENSE AGREEMENT, AND PRIVACY POLICY

By purchasing any good or service from Zego Inc., a Delaware corporation ("Zego"), you (the "Subscriber") agree to the following terms and conditions (including Appendix B). You represent, warrant and covenant that you are duly authorized to agree to this Agreement on behalf of yourself and/or the entity for which you are representing or serving as agent.

1. DEFINED TERMS

The capitalized terms set forth in this Agreement shall have the meanings ascribed to such terms in accordance with how they are defined herein and hereafter. Definitions immediately hereinbelow constitute a portion of the capitalized terms contained within this Agreement and the remainder are located as close as practicable to their introduction.

"Agreement" means, collectively, this Subscription Agreement (including the Subscriber Installation Addendum) and all Purchase Orders ("POs").

"PO" means an ordering document executed by Subscriber specifying the Service to be provided hereunder and any associated Hardware to be supplied by Zego that is entered into between Subscriber and Zego or any of Zego's Affiliates, including any addenda and supplements thereto.

"Service" means, individually and collectively, as the case may be and as the context requires: (a) the Amenity, (b) the Platform, (c) the Documentation, and (d) any IP Rights related to the foregoing. The Service does not include the Hardware.

"Hardware" means the hardware and other equipment and materials set forth on a PO that are required to have functionality of the Service. Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Platform" means Zego's hosted "smart apartment" software subscription service, including any associated software, technology, processes, content, mobile or web applications, products and offline components (but excluding Hardware).

"Documentation" means, individually and collectively, as the case may be and context requires, (a) Zego's online user guides, documentation, and help and training materials, as updated from time to time, accessible via www.zego.io, and (b) in the case of Hardware, individually and collectively, as the case may be and context requires, the instruction manuals and instructions, warnings and other information for such Hardware, including those displayed or affixed on the Hardware itself.

"Harmful Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"IP Rights" means (a) patents, patent applications and statutory invention registrations, (b) trademarks, service marks, trade dress, logos, trade names, , domain names, and other source identifiers, together with all goodwill associated therewith, (c) copyrights, (d) trade secrets, including confidential and proprietary information and know-how, and (e) any other proprietary rights and protections, whether currently existing or hereafter developed or

acquired, arising under Law, including, in each case, all applications, issuances and registrations with respect thereto. "Law" means all applicable federal, state, and local laws, codes, rules, regulations, and orders of any governmental authority.

"Representatives" means, with respect to either party, such party, such party's Affiliates, and its and their respective directors, officers, employees and agents.

"Resident Data" means personally identifiable information or other information or data regarding Residents submitted by or for Subscriber (including by Users or Residents) in connection with the Service.

"Service Data" means all data, content and statistics collected, processed, transmitted, maintained, possessed or generated by the Service, including the results of any data analysis relating to any of the foregoing, but excluding all Resident Data.

"User" means an employee, consultant, third-party service provider or agent of Subscriber who is authorized by Subscriber to use the Platform and to whom Subscriber (or Zego at Subscriber's request) have supplied a user identification and password.

2. INFORMATION ABOUT THE SERVICE

2.1 Delivery to Residents. Subscriber and Zego desire to make Zego's proprietary smart apartment technology (the "Amenity") available to residents ("Residents") occupying real properties ("Properties") in accordance with this Agreement. Subscriber shall obtain from each Resident, prior to or contemporaneously with the Resident establishing residence at the Property, written consent executed by the Resident in substantially the same form as Appendix A and Subscriber will promptly notify Zego in writing if any Resident subsequently withdraws such Resident Consent.

2.2 Delivery to Subscriber. Subject to the terms and conditions of this Agreement, during the Term (as defined in Section 7.1) Zego will (a) make the Platform available to Subscriber pursuant to this Agreement and the applicable PO(s), (b) make the Amenity available to the number of Units at the Property indicated on each PO, (c) use commercially reasonable efforts to make the Platform available 24/7, except for: (i) planned downtime (which Zego shall attempt to schedule during the hours of 12:00 AM - 4:00 AM CST) or emergency maintenance of the Platform, (ii) required repairs, and (iii) any unavailability caused by a Force Majeure Event, (d) use its commercially reasonable efforts to make its personnel available during Zego's normal business hours (8:00 AM CST – 5:00 PM CST) for troubleshooting or general questions, at no additional charge to Subscriber, and (e) use its commercially reasonable efforts to provide Subscriber and Users training in the operation and functionality of the Service upon Subscriber's request.

2.3 Residents Potentially Excluded. Zego may, without notice and without breaching this Agreement, disconnect or refuse to provide the Amenity to any Resident who (a) fails to execute or abide by Zego's terms of use, end user license agreement or other similar agreement; (b) uses the Amenity in violation of Law; (c) fails to provide Zego with the information required to establish an account to use the Amenity; or (d) does not execute the Resident Consent (or withdraws the previously provided Resident Consent) to Zego's use of the Resident Data and/or Service Data .

2.4 Reservation of Rights & New Features. Zego reserves the right to make modifications to features and functions of the Service that do not materially affect the functionality of the

Service. Subscriber agrees that Subscriber's purchases are not contingent on Zego developing and commercializing any new features for the Platform.

3. SUBSCRIBER PURCHASES

3.1 Usage of POs. During the Term Zego and Subscriber may enter into one or more POs regarding a subscription to the Service and the purchase of applicable Hardware.

4. USE OF THE SERVICE

4.1 Obligations of Subscriber. Subscriber will (a) provide Zego with accurate, complete, and updated information in connection with this Agreement, (b) be responsible for Users' use of the Platform, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, (d) immediately notify Zego in the event of any unauthorized use of or access to the Service and provide reasonable assistance to Zego in investigating and preventing the recurrence of such unauthorized use or access, (e) use the Platform only in accordance with the Documentation and applicable Law, (f) immediately notify Zego that the Platform is being used for illegal and/or harmful activities.

4.2 Right of Access. During the Term, at no charge to Zego, Subscriber hereby grants to Zego and its Representatives, a nonexclusive right of access on, over, under, and through the Property and all its improvements, together with all rights of access, ingress, and egress to permit Zego to exercise its rights and fulfill its obligations under this Agreement.

4.3 Licenses or Permits. If applicable Law in the jurisdiction in which the Property is located requires Subscriber to obtain any license or permit for the installation of the Service, Subscriber will obtain such license or permit.

4.4 Prohibitions. The Platform may only be accessed by Users, and a User's password may not be shared with any other individual. During the Term and thereafter Subscriber will not, and will not permit any User or third party to, (a) make the Platform available to anyone other than Subscriber and Users, (b) sell, resell, license, sublicense, distribute, or lease the Platform, (c) use the Platform to store or transmit material that is infringing, libelous, unlawful, tortuous, or in violation of third-party privacy or other rights, (d) use the Platform to store or transmit Harmful Code, (e) interfere with or disrupt the integrity or performance of the Service, (f) attempt to gain unauthorized access to the Platform or its related systems or networks, (g) permit direct or indirect access to or use of the Platform in a way that circumvents restrictions set forth in this Agreement, (h) copy the Platform or any part, feature, function or user interface thereof, (i) modify, correct, adapt, translate, or otherwise prepare derivative works or improvements of the Platform; (j) frame or mirror any part of the Platform, other than framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes or as permitted in the Documentation, (k) access the Platform in order to build a competitive product or service or for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, or (l) "harvest" or collect information from the Platform (including information about other users of the Platform) using an automated software tool or manually on a mass basis.

4.5 Denial of Access. Zego may suspend, terminate, or otherwise deny Subscriber's and/or any Users' access to or use of all or any part of the Platform and Residents' access to and use of the Amenity and/or terminate this Agreement, without incurring any obligation or liability, if: (a) any payment due by Subscriber is not received by Zego within 30 days of its due date; (b) Zego receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Zego to do so; or (c) Zego believes in good faith that: (i) Subscriber or any User has accessed or used the Platform beyond the scope of the rights granted, or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation or with applicable Law; (ii) Subscriber or a User has breached the provisions of Section 4.4 or Section 10.3 and Subscriber has not satisfied Zego's concerns to its reasonable satisfaction within two business days; (iii) Subscriber or a User is, has been, or in Zego's reasonable judgment is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Service or (d) this Agreement expires or is terminated. This Section does not limit any of Zego's other rights or remedies, whether at law, in equity or under this Agreement. Any such suspension shall not excuse Subscriber from the obligation to make the payment(s) contemplated under this Agreement. If Zego suspends the Platform and/or the Amenity, Zego will promptly restore Subscriber's (or the applicable User's) access to and use of the Platform and Residents' access to and use of the Amenity after the event giving rise to the suspension has been resolved to Zego's satisfaction.

5. INFORMATION ABOUT THE HARDWARE

5.1 No Guarantee of Availability. Subscriber acknowledges that Zego has made no representation about the continued availability of any Hardware. In the event Zego ceases to offer any Hardware previously offered, Subscriber may choose from the remaining substitute Hardware, which Subscriber acknowledges may be of a different model or mechanical and electrical design.

5.2 Subscriber Reporting. Subscriber is solely responsible for failure to report shortages or damages promptly.

5.3 Authorized Returns. Zego will authorize the return of Hardware for the following reasons: if Subscriber receives Hardware not included on the PO, and Subscriber notifies Zego within 30 days of delivery.

5.4 Subscriber Installation. Subscriber, by itself or through a third party, shall install the Hardware in accordance with Appendix B.

5.5 Warranty. Subscriber shall be solely responsible for ensuring that its installation of the Hardware will not invalidate any existing home or product warranty. Zego shall not be liable for the loss of any warranty coverage. Zego provides no warranties with respect to third party Hardware. Any Hardware warranty is provided by the manufacturer and hereby assigned to Subscriber, if applicable.

5.6 Powering the Hardware. Certain Hardware may require the use of batteries to function. Such Hardware will not function if the batteries are low or dead. Subscriber is solely responsible for maintaining and replacing the batteries in such Hardware.

6. SUBSCRIBER PAYMENTS

6.1 Remittance. Subscriber will pay all fees specified in any PO. Unless otherwise stated in the PO, invoiced charges are due net 30 days from the invoice date. If Subscriber pays by check, Subscriber authorizes Zego to collect it electronically. If Subscriber does not pay all undisputed amounts when due hereunder, Zego may charge Subscriber interest at the rate of 1% per month, 12% per annum, or such greater amount as is allowable by Law. Zego will not exercise Zego's rights under Section 4.5(a) to the extent Subscriber disputes the applicable charges reasonably and in good faith, promptly notifies Zego of such dispute and cooperates diligently with Zego to resolve the dispute.

6.2 Government Taxes. Zego's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with Subscriber 's purchases hereunder. If Zego is required by Law to pay or collect Taxes for which Subscriber is responsible under this Section, Zego will invoice Subscriber and Subscriber will pay that amount unless Subscriber provides Zego with a valid tax exemption certificate authorized by the appropriate taxing authority. Zego is solely responsible for taxes assessable against Zego based on Zego's income, property and employees.

7. BEGINNING AND END OF AGREEMENT

7.1 Commencement and Conclusion. Except as otherwise specified in a PO, the term of this Agreement (the "Term") commences on the date of Zego's acceptance of the first PO by Subscriber. Unless earlier terminated in accordance with the terms hereof, the Term's conclusion is calculated by adding the month or years set forth in the initial PO to the date of first occupancy of a Unit at the Property utilizing the Service.

7.2 Subscriber Termination. Subscriber may terminate at any time during the Term by providing 30 days' notice to Zego, subject to Subscriber remitting payment for all outstanding fees due for the remainder of the Term. In the event Zego breaches a material provision of this Agreement, Subscriber may notify Zego, and if such material breach remains uncured for 30 days, Subscriber may terminate this Agreement by delivering notice to Zego and not be responsible for outstanding fees.

7.3 Expiration or Termination of Agreement. Upon termination or expiration of this Agreement: (a) all outstanding fees shall be immediately due and payable, (b) if this Agreement is terminated by Subscriber due to Zego's uncured material breach, Zego will refund Subscriber any prepaid fees, (c) Subscriber shall cease and shall cause its Users to cease using the Platform, and (d) Subscriber's and its Users' access to the Platform and Residents' access to the Amenity will be automatically terminated, all passwords and individual accounts will be removed, and all information that has been uploaded, submitted or entered into the Platform by or on behalf of Subscriber may be destroyed. In no event will termination relieve Subscriber of its obligation to pay fees to Zego for the period prior to the effective date of termination.

7.4 Survival after Termination or Expiration. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration, including the definitions of capitalized terms identified herein.

8. INTELLECTUAL PROPERTY AND OWNERSHIP

8.1 Zego's Reservation of Rights. Subject to the limited rights expressly granted hereunder, Zego and Zego's licensors and third-party providers reserve all of Zego's/their right, title and interest in and to the Service, including all of Zego's/their related IP Rights. No rights are granted to Subscriber other than as expressly set forth herein.

8.2 Zego's Ownership of Service Data. As between the parties, Zego owns all right, title, and interest in and to the Service Data, including all IP Rights therein, irrespective of where such Service Data is stored. If Subscriber is deemed to have any ownership interest in any Service Data, including any derivative works thereof, then Subscriber shall and hereby does assign, irrevocably and on a royalty-free basis, all of such ownership interest or other rights exclusively to Zego.

8.3 Subscriber's Ownership of Resident Data: Nonexclusive License. As between the parties, Subscriber owns all right, title, and interest in and to the Resident Data, including all IP Rights therein. If Zego is deemed to have any ownership interest in any Resident Data, including any derivative works thereof, then Zego shall and hereby does assign, irrevocably and on a royalty-free basis, all such ownership interest or other rights exclusively to Subscriber. During the Term and thereafter, Subscriber grants to Zego a limited, worldwide, nonexclusive, sublicensable, transferable license to host, use, copy, transmit, store and display Resident Data solely to the extent necessary to provide the Platform to Subscriber and the Amenity to Residents and otherwise exercise and perform Subscriber's rights and obligations hereunder. Zego reserves the right to access, preserve, and disclose any Resident Data Zego reasonably believes is necessary to (a) satisfy any Law or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address security or technical issues, (d) respond to User or Resident support requests, or (e) protect Zego's rights or safety and that of Zego's users.

8.4 Real-Time Backups. Zego regularly and in real time backs up content and data collected via the Service), and stores such data for a limited time. Zego shall not have any liability for any loss of or failure to back up or restore any data, or for suspension of access to or unavailability of any such data. Upon expiration or termination of this Agreement for any reason, Zego reserves the right to delete all data, including all Resident Data, that is stored on Zego's servers or systems.

8.5 Service's Software: Claims. Any open source software that may accompany or is incorporated into the Service is provided to Subscriber under the terms of the open source license agreement or copyright notice accompanying such open source software. This Agreement does not apply to open source software and Zego hereby disclaims all warranties with respect to any open source software and disclaims any liability to Subscriber or any third party based on any claims arising out of use of Open Source Software. Nothing in this Agreement limits an end user's rights under, or grants the end user rights that supersede, the terms of any applicable open source software end user license agreement.

8.6 Nonexclusive License to Subscriber's Marks. Subscriber hereby grants to Zego a nonexclusive, non-sub licensable, non-transferable (except as set forth in Section 13.5), royalty-free right and license to use Subscriber's name and logo (the "Subscriber Mark") during the Term, in accordance with Subscriber's guidelines as provided to Zego in writing for the limited purpose of listing the Subscriber Mark on lists of Zego customers, in presentations, on Zego's website or as otherwise described on the PO(s). As between the parties, Subscriber retains all right, title and interest in and to the Subscriber Mark and all goodwill arising in or from Subscriber Mark shall inure solely to Subscriber's benefit.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information Defined. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Subscriber's Confidential Information, subject to Zego's privacy policy, includes Resident Data; Zego's Confidential Information includes the Service and the Service Data; and Confidential Information of each party includes the terms and conditions of this Agreement and all POs (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information 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 from a third party without breach of any obligation owed to the Disclosing Party, (d) was independently developed by the Receiving Party, or (e) is required to be disclosed to enforce rights under this Agreement. The Receiving Party agrees that it shall maintain the Disclosing Party's Confidential Information in strict confidence and shall not use such Confidential Information for any purpose other than the purposes of this Agreement or disclose such Confidential Information to anyone other than to the Receiving Party's employees, agents or consultants who need to know such Confidential Information and who are subject to confidentiality obligations at least as stringent as those provided herein. Notwithstanding the foregoing, each party shall be entitled to (a) announce publicly and in business presentations that Subscriber and Zego have entered into a business arrangement; and (b) disclose the terms of this Agreement to its financial, legal, and other advisors and consultants, and to prospective lenders or purchasers of the Property or the Service, in each case on a need-to-know basis and provided that such recipients are obligated in writing to maintain the confidentiality of the terms of this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by Law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party will give the Disclosing Party reasonable advance notice prior to such disclosure, if not prohibited by Law; seek confidential treatment of such information from the entity to which the disclosure is made; and disclose only that information which is legally required to be disclosed.

9.2 Safeguarding of Resident Data. Subject to Zego's privacy policy, during the Term Zego will maintain reasonable safeguards for protection of the security, confidentiality and integrity of Resident Data in the possession of Zego, including measures for preventing accessor disclosure of Resident Data by Zego's personnel except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by Law in accordance with Section 9.1, or (c) as instructed or approved by Subscriber.

10. EACH PARTY'S REPS & WARRANTIES

10.1 Zego's and Subscriber's Representations. Each party represents that it has validly entered into this Agreement and has full power and authority to do so. Subscriber represents and warrants that it is the sole legal and equitable owner or agent in fee simple of the Property, or, is an authorized representative for, the Property, and it is and will remain capable of fulfilling its obligations under this Agreement.

10.2 Warranties of Zego; Subscriber's Exclusive Remedy. Zego warrants that (a) subject to Section 2.4, Zego will not materially decrease the security of the Service during the Term, (b) Zego will exercise commercially reasonable efforts to ensure that the Service will perform in accordance with the applicable Documentation, and (c) Zego will exercise commercially reasonable efforts to ensure that the Service as delivered does not contain any Harmful Code (excluding any Harmful Code introduced or contained in Resident Data, User-uploaded attachments or otherwise originating from Users). Subscriber's exclusive remedy for any breach of the foregoing is to pursue those remedies set forth in Section 7.2 and to seek monetary damages in accordance with Section 13.2; provided that Subscriber must notify Zego of any warranty breach within 30 days from the date of occurrence to exercise the foregoing remedies.

10.3 Warranties of Subscriber. Subscriber represents, warrants, and covenants to Zego that Subscriber owns or otherwise has all necessary rights and consents in and relating to the Resident Data, so that Zego's receipt, use, and processing of the Resident Data in accordance with this Agreement does not and will not infringe or otherwise violate any IP Rights or any privacy or other rights of any third party or violate any applicable Law.

11. LIMITED LIABILITY; DISCLOSURES & DISCLAIMERS

11.1 Agreed Liability Limitation. EXCEPT WITH RESPECT TO (A) EACH PARTY'S OBLIGATIONS UNDER SECTION 12, (B) A PARTY'S BREACH OF SECTION 9, OR (C) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (I) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THIS DISCLAIMER IS PROHIBITED BY LAW, AND (II) NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY SUBSCRIBER HEREUNDER RELATING TO THE APPLICABLE PROPERTY WITHIN SIX MONTHS PRECEDING THE INCIDENT, PROVIDED THAT

IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

11.2 Mutual Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITATION TO THE FOREGOING ZEGO PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS, BE COMPATIBLE OR WORK WITH ANY OTHER APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE OR THAT ANY ERRORS CAN OR WILL BE CORRECTED. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. IF THE LAW WHERE THE PROPERTY IS LOCATED PROHIBITS THE EXCLUSION OF CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

11.3 Not an Alarm or Security System. SUBSCRIBER ACKNOWLEDGES THAT NEITHER THE SERVICE NOR ANY PART THEREOF IS A HOME SECURITY SYSTEM AND THAT ZEGO WILL NOT MONITOR SIGNALS FROM THE SERVICE AT ANY TIME. ZEGO WILL NOT DISPATCH EMERGENCY AUTHORITIES OR PROVIDE NOTIFICATION IN CASES OF EMERGENCY. ZEGO DOES NOT WARRANT THAT THE SERVICE OR ANY COMPONENT THEREOF WILL PREVENT OR PROTECT AGAINST ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR ANY PROPERTY UNDER ANY CIRCUMSTANCES. SUBSCRIBER ACKNOWLEDGES THAT NEITHER ZEGO 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 PROPERTY.

12. HOLD HARMLESS PROVISIONS AND INDEMNIFICATION

12.1 Obligations of Zego. Zego will indemnify, defend and hold harmless Subscriber and its Representatives from and against any Liabilities incurred from any third-party Claims to the extent arising from (a) Zego's breach of this Agreement, or (b) an allegation that the use of the Service in the form provided and manner approved by Zego and otherwise in accordance with this Agreement infringes, misappropriates or otherwise violates such third party's United States copyright or patent rights or violates applicable Law. Notwithstanding the foregoing, Zego shall have no obligation to indemnify, defend or hold harmless Subscriber (a) if such third-party Claim is due to Subscriber's or any User's gross negligence, willful misconduct or

breach of this Agreement, or (b) to the extent the relevant third-party Claim is based on: (i) the combination, operation or use of the Service with software, hardware, equipment or products not provided by Zego hereunder; (ii) a modification of the Service or other items or materials provided by Zego that is not performed by Zego; (iii) compliance by Zego with Subscriber's designs, specifications or instructions; (iv) use of the Service outside the scope of the rights granted thereto in this Agreement or otherwise in violation of this Agreement; or (v) the Resident Data or any materials, IP Rights, software, technology or equipment supplied by Subscriber. "Liabilities" means assessments, costs, damages, deficiencies, expenses (including reasonable attorneys' fees), injuries, judgments, losses and other liabilities (including amounts paid in settlement).

12.2 Obligations of Subscriber. Subscriber will indemnify, defend and hold harmless Zego and its Representatives from and against any Liabilities incurred from any third-party Claims to the extent arising from Subscriber's or any User's breach of this Agreement (including Subscriber's failure to obtain any Resident Consent); use of the Platform in violation of this Agreement; Zego's collection, storage or use of the Resident Data in accordance with this Agreement; or the gross negligence or willful misconduct of Subscriber and/or its Representative. Notwithstanding the foregoing, Subscriber shall have no obligation to indemnify, defend or hold harmless Zego if such third-party Claim is due to Zego's gross negligence, willful misconduct or breach of this Agreement.

12.3 Procedure for Indemnification. A party seeking indemnification hereunder (the "Indemnified Party") shall provide the other party (the "Indemnifying Party") with: (a) prompt notice of any Claim subject to indemnification; provided, however, that the Indemnifying Party shall not be relieved of any indemnification obligation hereunder except to the extent it is materially prejudiced as a result of the Indemnified Party's failure to provide prompt notice; and (b) reasonable assistance to defend or settle such Claim at the Indemnifying Party's expense. The Indemnifying Party shall have sole control of the defense and all related settlement negotiations of such Claim provided that the Indemnifying Party shall not agree to any settlement or compromise that (i) results in any admission on the part of the Indemnified Party, (ii) imposes any obligation or liability on the Indemnified Party (other than monetary liabilities for which the Indemnified Party is indemnified by the Indemnifying Party under this Section), or (iii) has a judicially binding effect on the Indemnified Party, in each case without the Indemnified Party's prior consent. In the event (A) the Indemnifying Party has failed to adequately assume and actively conduct the defense of such Claims or to engage counsel with respect thereto, or (B) if the Indemnified Party delivers a written opinion of legal counsel that an ethical conflict of interest exists between the interests of the Indemnifying Party and the Indemnified Party that requires representation by separate counsel, then the Indemnified Party shall be entitled to defend the Claim with counsel of its own choosing at the expense of, for the account of and at the risk of the Indemnifying Party. Additionally, the Indemnified Party shall have the right to participate in the defense and settlement negotiations of such Claim through its own counsel at its own expense.

12.4 Infringement or Misappropriation Claims. If Zego receives information about an infringement or misappropriation Claim related to the Service, Zego may in Zego's discretion: (a) modify the Service so that it no longer infringes or misappropriates, without breaching Zego's warranties under Section 10.2, (b) obtain a license for Subscriber's continued use of the Service in accordance with this Agreement, or (c) terminate Subscriber's

subscriptions for the Service upon notice and refund Subscriber any prepaid fees covering the remainder of the Term.

12.5 Sole and Exclusive Remedy. This Section 12 states Zego's sole liability to, and Subscriber's exclusive remedy against, Zego for any type of Claim described in this Section 12.

13. GENERAL

13.1 Merger; Hierarchy; Waiver. This Agreement (including any POs) is the entire agreement between Subscriber and Zego regarding Subscriber's use of the Platform and Residents' use of the Amenity and supersedes all prior and contemporaneous agreements, representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The failure or delay of either party to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same provision or any other provision. Any terms appearing in any of Subscriber's order documentation (including any preprinted terms, but excluding all POs) that differ from, are inconsistent with, or are in addition to this Agreement will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the PO(s), (b) this Agreement, and (c) the Documentation.

13.2 Missouri Law Governs; Waiver of Jury Trials. This Agreement shall be interpreted, construed, and governed by the Laws of the State of Missouri, other than such Laws that would result in the application of the Laws of a jurisdiction other than the State of Missouri. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the U.S. District Court for the Western District of Missouri or in the Circuit Court of Jackson County, Missouri. Each party submits to the exclusive jurisdiction of these courts, agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum or commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum, and waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in such courts. THE PARTIES MUTUALLY AGREE THAT THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

13.3 Requirements for Notice. Any notice, request, approval, authorization, consent or other communication required or permitted to be given or made pursuant to this Agreement shall be in writing, addressed to the applicable party in accordance with the contact information set forth below or as subsequently changed by a notice provided in compliance with this Section, and shall be deemed given: (a) when sent by overnight courier, one business day after deposit with a nationally recognized overnight courier; (b) when sent by registered or certified mail, postage pre-paid five days after deposit with the U.S. Postal Service; and (c) on the date sent by email with confirmation of transmission, if sent during normal business hours of the

to any other remedies available, Zego shall have the right to obtain, without the necessity of posting any bond, immediate injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy of injunctive relief is agreed to without prejudice to Zego's right to exercise any other rights and remedies it may have. Any remedy of Zego set forth in this Agreement is in addition to any other remedy afforded to Zego, by law or otherwise.

13.8 Beneficiaries of Agreement. Zego's licensors shall have the benefit of Zego's rights and protections hereunder with respect to the applicable IP Rights licensed to Zego. Other than as set forth in the immediately preceding sentence and except as otherwise expressly set forth herein, this Agreement is for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.9 Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of the other party.

13.10 Event of Unenforceability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by Law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

APPENDIX A

Consent of Resident

Addendum For Smart Apartment Amenity

This Addendum for Smart Apartment Amenity ("Addendum") is entered into on the date set forth below between the parties set forth below ("Owner" and "Resident"). If more than one resident executes this Addendum, the term "Resident" shall be interpreted to mean all such residents collectively. It is intended to be a part of the [INSERT EXACT NAME OF LEASE AGREEMENT] between the parties for leasing a residential rental unit at [INSERT NAME OF BUILDING/ADDRESS] ("Property").

Owner anticipates providing technology and devices to enable Resident to have a "smart apartment," including without limitation the following internet connected devices: locks, light switches or bulbs, and thermostats (collectively, the "Amenity"), at the Property. Because of changes in technology and opportunities, this technology and devices may be fluid and continuing. It is anticipated that the devices and technology will be provided by a third-party provider, currently Zego, Inc. ("Provider"). Owner may change providers at any time for any reason and will provide notice thereof to Resident.

1. Installation of Devices. By executing this Addendum, Resident (for itself, its guests, service personnel, occupants, and other similar individuals of Resident) expressly acknowledges and agrees that the Devices may be installed at the Property, and consents and agrees to the installation, use and maintenance of the Amenity at the Property.

2. Consent to Servicing and Upgrades. Resident consents to upgrades and servicing of the Amenity. Resident consents to access to the Amenity by Owner, Provider, or the contractors or agents of either Owner or Provider to upgrade or service it.

3. Additional Resident Consents. Resident expressly consents to (a) Owner providing to Provider the Amenity data concerning Resident (including certain personally identifiable data), and (b) Provider's collection, control, maintenance, storage, processing, transmittal and use of Resident information and data (including personally identifiable data) collected through the Amenity and Provider's associated website and/or app for purposes consistent with providing the Amenity to Resident. Resident agrees to and acknowledges that it will be subject to, and Provider will provide the Amenity in accordance with, Provider's Privacy Policy, End User License Agreement, and Terms of Use, which are located at www.zego.io/policies.

4. Resident Shall Hold Owner Harmless. Owner shall not be responsible for any damages or costs incurred by Resident resulting from the Amenity or use thereof. Nor shall Owner be responsible for any damages to Resident due to Provider. Resident shall hold Owner harmless for any damages related in any way to Provider or the Amenity.

5. Limited Liability of Owner. Owner shall not be liable for any failures of smart apartment technology or any part of the Amenity. Owner shall not be liable for any damages (actual, consequential, or otherwise) related to the use, inability to use, failure, suspension, or any other related issues regarding the Amenity. Resident acknowledges and agrees that Owner does not represent or warrant that the Amenity works or will work as anticipated. Owner's sole responsibility shall be to work as a conduit for resolution of any problems with the Amenity.

6. Damage to Equipment; Reimbursement. Resident is responsible to notify owner within 60 days of occupying the apartment of any default of damaged smart apartment equipment. Resident will be responsible for reimbursing the owner for replacement costs of any damage incurred to equipment beyond that of normal wear-and-tear during the occupancy of the apartment.

Owner:

Resident:

[INSERT HERE]

[INSERT HERE]

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Appendix B

Subscriber Installation Addendum

This Subscriber Installation Addendum is an addendum to, and is hereby incorporated into, the Terms of Sale and Subscription Agreement between Zego and Subscriber.

1. Subscriber's Hardware Installation. Subscriber, by itself or through a third party, shall install the Hardware indicated on the PO (the "Subscriber-Installed Hardware") at the Property in a workmanlike manner and in compliance with applicable Laws and any specifications provided by Zego to Subscriber.

2. Subscriber's Responsibility for Warranties. Subscriber shall be solely responsible for ensuring that the installation will not invalidate any existing home or product warranty. Zego shall not be liable for the loss of any warranty coverage.