

Greystar Local Perks Program Terms and Conditions

Last Updated: March 2025

These terms and conditions (these "**Terms**") apply to a supplier's participation in the Greystar Perks program ("**Perks Program**"). As a provider of offerings that may be of interest to Greystar residents, ("**Perks Supplier**" or "**Supplier**") agrees to offer deals, perks, incentives, discounts or other benefits ("**Perks**") to residents of Greystar's managed properties ("**Residents**") and Greystar which are not generally available to the public. These Terms are subject to change at any time by Greystar Management Services, LLC ("**Greystar**") without prior written notice at any time, in Greystar's sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced. Supplier should review these Terms before electing to participate in the Perks Program, and any continued participation after the "Last Updated Date" will constitute Supplier's acceptance of and agreement to such changes.

1. Perks Program

- 1.1. Greystar makes no promises, guarantees, or minimums regarding the number of Residents who may choose to use, access, subscribe, or accept Perks.
- 1.2. Supplier agrees that: (a) participation in the Perks Program is optional, (b) reporting from Supplier may be required, (c) any funds paid toward the Perks Program are non-refundable, (d) Greystar reserves the right, at any time, to decline any offering it sees as unsuitable for Greystar or Residents, and (e) upon termination, as outlined in Section 6 below, Supplier will no longer be listed as a Perks Supplier.

2. Intellectual Property.

- 2.1. Supplier grants Greystar and its affiliates a non-exclusive, non-transferable, non-sublicensable right and license to use Supplier's name, logo, and other trademarks solely as necessary to effectuate the intended purpose of the Greystar Perks program. Supplier may provide Greystar any reasonable and customary trademark usage guidelines or brand standards in connection with such license.
- 2.2. Supplier shall not, and nothing in these Terms shall be construed to provide Supplier a right to, use the name, trademarks, or intellectual property of Greystar.

3. Indemnification.

- 3.1. Supplier will indemnify, defend and hold harmless Greystar, its affiliates, and each of their officers, directors, employees, successors, assigns and agents ("**Greystar Indemnified Parties**") from and against claims, loss, damages or expenses (or claims of damage or liability), which arise out of or result from (a) the products, services, or offerings of Supplier, (b) Supplier's negligence or willful misconduct, (c) Supplier's breach of these Terms, (d) Supplier's violation of law, and (e) a claim that any content or materials provided by Supplier to Greystar infringes, violates, or misappropriates a third-party patent, copyright or other proprietary or intellectual property right.

4. Insurance.

- 4.1. During the term of its participation in the Perks Program, Supplier shall carry sufficient commercial general liability and such other reasonable and customary insurance in connection with its offerings.

5. Confidentiality.

- 5.1. All non-public, confidential, or proprietary information of either party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts, or rebates disclosed by disclosing party to receiving party ("**Confidential Information**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with these Terms is confidential, solely for receiving party's use in performing this Agreement and may not be disclosed or copied unless authorized by disclosing party in writing. For the avoidance of doubt, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of receiving party's breach of these Terms; (b) is obtained by receiving party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) receiving party establishes by documentary evidence, was in receiving party's possession prior to disclosing party's disclosure hereunder; or (d) was or is independently developed by receiving party without using any Confidential Information. Upon

disclosing party's request, receiving party shall promptly return or destroy all documents and other materials received from disclosing party. Disclosing party shall be entitled to injunctive relief for any violation of this Section.

6. Termination.

- 6.1. At any time, without any prior written notice to Supplier, Greystar may terminate the Greystar Perks Program or may remove Supplier as a participant in the Greystar Perks program without the payment of any fee or penalty to Supplier; provided, however, that Greystar shall use reasonable efforts to provide Supplier with prompt written notice of any termination.
- 6.2. At any time, upon sixty days prior written notice to Greystar, Supplier may terminate its participation in the Greystar Perks program without the payment of any fee or penalty to Greystar; provided, however, that Supplier shall pay to Greystar all amounts owed to Greystar under these Terms through the effective date of termination within 5 days after the effective date of termination.

7. Compliance.

- 7.1. Supplier shall comply with all laws, orders and other legal requirements imposed by any federal, state, county, or municipal authority having jurisdiction over it or the Services ("**Applicable Laws**"). Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits required to offer the Perks and carry out its obligations hereunder.
- 7.2. Supplier represents and warrants that the Services do not and will not allow any use that would exclude any protected class in violation of Applicable Laws. Supplier agrees not to provide or allow creation of any reporting which references any protected class under Applicable Laws.
- 7.3. To the extent Supplier collects information from a Resident that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household ("**Personal Information**"), Supplier represents and warrants that it shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks of processing the Personal Information, taking into account in particular the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Information being processed. Supplier shall fully comply with all Applicable Laws that govern or regulate the protection, privacy, or confidentiality of Personal Information.

8. Relationship of the Parties.

- 8.1. It is expressly agreed that these Terms and the relationship between the parties hereby established do not constitute a partnership, joint venture, agency, or contract of employment. Supplier has no authority to commit, act for or on behalf of Greystar, or to bind Greystar to any obligation or liability.

9. Governing Law; Venue

- 9.1. The Terms of the Perks Program and Supplier's participation hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Delaware without reference to its principles of conflict of law to the extent such principles would require or permit the application of the laws of another jurisdiction.
- 9.2. All proceedings arising out of these Terms and the Supplier's participation in the Perks Program shall be brought in a court of competent jurisdiction in Dallas County, Texas. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.@An

10. Waiver of Trial by Jury

- 10.1. THE PARTIES HEREBY AGREE, KNOWINGLY AND VOLUNTARILY, FOR THEIR MUTUAL BENEFIT, TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR REGARDING THE PERFORMANCE, ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THESE TERMS.

11. Severability

- 11.1. Each provision of the Terms are intended to be severable. If any term or provision hereof or the application thereof to any party or circumstance shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such term, provision or application thereof shall be severed

from the Terms a and shall not affect the validity of the remainder of the Terms or the application of such term or provision to any other party or circumstance.

12. Assignment

12.1. The rights and obligations of Supplier may not be assigned without the prior written consent of Greystar, except to an affiliate of Supplier upon written notice to Greystar. In the event of such assignment, the assignee shall assume all obligations of the assigning party, and the assigning party shall be released from all liabilities hereunder arising from and after any such permitted assignment. These Terms shall inure to the benefit of, and constitute a binding obligation upon, the parties hereto and their respective successors and permitted assigns.

13. Authority

13.1. Supplier represents that it has all the requisite power to enter into the Perks Program pursuant to these Terms. Supplier represents and warrants that all terms and conditions of the Terms are binding upon and enforceable against Supplier.

14. Conflict or Inconsistency

14.1. In the event of a conflict between these Terms and any other agreement or other instrument between Greystar (or an affiliate of Greystar) and Supplier, these Terms shall prevail.