

Greystar Perks Participation Agreement Terms and Conditions

Last Updated Date: May 2024

These terms and conditions (the "**Terms**") apply to an Advertiser's participation in the Greystar Perks program, which participation may be documented by the Greystar Perks Participation Agreement signed by Advertiser (the "**Agreement**"). The 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 the Terms will be in effect as of the "Last Updated Date" referenced. Advertiser should review the Terms before electing to participate in the Greystar Perks program, and any continued participation after the "Last Updated Date" will constitute Advertiser's acceptance of and agreement to such changes.

1. Perks Program
 - 1.1. Advertiser acknowledges that Greystar's right to promote Perks is subject to its authority under its property management agreements with the owners of the residential real estate properties it manages.
 - 1.2. Greystar makes no promises, guarantees, or minimums regarding the number of Residents who may choose to use, access, subscribe, or accept Perks.
2. Intellectual Property.
 - 2.1. Advertiser grants Greystar and its affiliates a non-exclusive, non-transferable, non-sublicensable right and license to use Advertiser's name, logo, and other trademarks solely as necessary to effectuate the intended purpose of the Greystar Perks program. Advertiser may provide Greystar any reasonable and customary trademark usage guidelines or brand standards in connection with such license.
 - 2.2. Advertiser shall not, and nothing in the Terms or the Agreement shall be construed to provide Advertiser a right to, use the name, trademarks, or intellectual property of Greystar.
3. Indemnification.
 - 3.1. Advertiser will indemnify, defend and hold harmless Greystar, its Managed Properties, their 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 Advertiser, (b) Advertiser's negligence or willful misconduct, (c) Advertiser's breach of this Agreement, (d) Advertiser's violation of law, and (e) a claim that any content or materials provided by Advertiser 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 the Agreement, Advertiser 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 this Agreement 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 this Agreement; (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 Advertiser, Greystar may terminate the Greystar Perks program or may remove Advertiser as a participant in the Greystar Perks program without the payment of any fee or penalty to Advertiser; provided, however, that Greystar shall use reasonable efforts to provide Advertiser with prompt written notice of any termination. Greystar may exercise such termination, even if Advertiser is in good standing and otherwise in compliance with the Terms and the Agreement.

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 the Agreement through the effective date of termination within 5 days after the effective date of termination.

7. Compliance.

7.1. Advertiser 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**"). Advertiser has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits required to offer the Perks and carry out its obligations under the Agreement.

7.2. Advertiser 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. Advertiser agrees not to provide or allow creation of any reporting which references any protected class under Applicable Laws.

7.3. To the extent Advertiser 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**"), Advertiser 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. Advertiser 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 the Agreement and the relationship between the parties hereby established do not constitute a partnership, joint venture, agency, or contract of employment.

Advertiser 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. This Agreement 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 this Agreement 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.

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, THIS AGREEMENT.

11. Severability

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

12. Assignment

12.1. The rights and obligations of Advertiser may not be assigned without the prior written consent of Greystar, except to an affiliate of Advertiser 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. This Agreement 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. Advertiser represents that it has all the requisite power to execute the Agreement. Advertiser represents and warrants that all terms and conditions of the Terms and the Agreement are binding upon and enforceable against Advertiser.

14. Conflict or Inconsistency

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