



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is entered into as of the 7th day of July, 2022 (“**Effective Date**”) between SitusAMC Real Estate Valuation Services, LLC (“**SitusAMC**”), an Iowa limited liability company, and Versity Invest, LLC (“**Company**”), a California limited liability company, and each of the other Persons which are Affiliates of either SitusAMC or Company which become party to this Agreement from time to time upon execution of a SOW (as defined below).

This Agreement sets forth the terms and conditions pursuant to which SitusAMC will provide Services to Company in accordance with statements of work substantially in the form of Exhibit B, attached hereto, issued and executed by Company (or its Affiliate) and SitusAMC (or its Affiliate) in accordance with this Agreement (each, a “**SOW**”). This Agreement consists of: (a) the terms and conditions set forth below; (b) the SOWs; and (c) any documents attached to or incorporated by reference herein and therein. Capitalized terms used in this Agreement will have the meanings set forth in Exhibit A.

The parties have caused this Agreement to be executed by their duly authorized Representatives as of the Effective Date.

<p>SITUSAMC REAL ESTATE VALUATION SERVICES, LLC</p> <p>DocuSigned by: By:  122234E19E83490 Name (Print): <u>Deron Rolla</u> Title: <u>SVP, Corporate Counsel</u></p> <p>Address for Notices: 150 E. 52nd Street, Suite 4002 New York, NY 10022 Attn: General Counsel E-mail: legal@situsamc.com</p>	<p>VERSTY INVEST, LLC</p> <p>DocuSigned by: By:  34C1161E1B244A3... Name (Print): <u>Tanya Muro</u> Title: <u>COO</u></p> <p>Address for Notices: 20 Enterprise, Suite 400 Aliso Viejo, CA 92656 Attn: Tanya Muro Email: tanya@versityinvest.com</p>
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1. AGREEMENT STRUCTURE.

- (a) **Statements of Work.** With respect to each engagement to provide Services, SitusAMC and Company will enter into a SOW. Upon signature of a new SOW by duly authorized signatories of SitusAMC and Company (or any of their respective Affiliates), a new agreement shall be formed between the signing parties whereby (i) the terms of this Agreement shall be incorporated into an SOW as if written out in full therein (ii) any references in this Agreement to “SitusAMC” for purposes of such SOW shall be deemed to refer to the relevant contracting SitusAMC Affiliate entity; and (iii) any references in this Agreement to “Company” for purposes of such SOW shall be deemed to refer to the relevant contracting Company Affiliate entity, and (iv) contain the scope of the Services, Deliverables, Fees and term, as well as other information relating to the engagement. SitusAMC has no obligation to enter into any SOW and has the right to decline any request for Services by Company in its sole and absolute discretion.
- (b) **Separate Contracts.** The parties and any of their respective Affiliates may enter into a SOW. Each SOW will be a separate agreement between the entities that sign the SOW, and only those entities that sign a SOW will be liable for obligations under that SOW. Unless otherwise specified in the SOW, no other persons or entities shall be guarantors of the obligations of, or will be jointly and severally liable with, the entities party to the applicable SOW.

- (c) **Country Specific Terms.** If Services are to be provided outside of the United States, Company and SitusAMC agree that the Services may be subject to mutually acceptable terms and conditions specific to such country, which may require amending or supplementing this Agreement as appropriate. To the extent possible and where applicable, an Affiliate of the Company located outside the United States shall engage an Affiliate of SitusAMC located in the applicable country to perform the relevant Services. Such SitusAMC Affiliate will provide the Services and invoice such Company Affiliate in the local currency and such Company Affiliate will pay the SitusAMC Affiliate in the applicable country in local currency.
- (d) **Conflicts, Inconsistencies.** If there is any conflict or inconsistency between the terms and conditions in the body of this Agreement and the terms and conditions in a SOW, the terms and conditions in this Agreement will govern unless expressly stated in the SOW.

2. SERVICES.

- (a) **General.** SitusAMC will provide the Services and prepare and deliver the Deliverables in accordance with the applicable SOW.
- (b) **SitusAMC Software.** In connection with the Services, SitusAMC may make SitusAMC Software available to Company as a part of the Services or Company may purchase a subscription to such SitusAMC Software. Access by Company to SitusAMC Software will also be subject to the then-current terms and conditions of such SitusAMC Software, and then-current pricing for such SitusAMC Software, which may be presented via a clickwrap license or scroll wrap agreement.

3. DELIVERABLES.

- (a) **Delivery.** SitusAMC has prepared the Deliverables solely for the exclusive benefit of Company, and Company may use the Deliverables only for its own internal purposes and in accordance with this Agreement and Applicable Laws to which the Company is subject.
- (b) **Restrictions on Disclosures of Deliverables.** Except as otherwise specified in a SOW or otherwise permitted by the terms of this Agreement (including Section 9(b)), Company may not, without SitusAMC's prior written consent, disclose the Deliverables to the public or any third party, nor may Company permit any third party to disclose, circulate, or refer to any Deliverable or any information contained therein, whether in whole or in part. If Company obtains SitusAMC's prior written consent to disclose any Deliverable to any third party, Company shall provide the Deliverable in the form in which it was received from SitusAMC without any modifications, supplements or deletions. Any such consent, if given, will be conditioned upon SitusAMC receiving an agreement that contains acceptable non-reliance, confidentiality and indemnification provisions from a party satisfactory to SitusAMC in a form satisfactory to SitusAMC. In addition, Company agrees to reimburse SitusAMC for the fees paid to its legal counsel for the review of the material that is the subject of the requested consent. The foregoing restrictions contained in this subsection 3(b) do not prevent Company from disclosing the Deliverables: (i) to its attorneys or auditors; (ii) in response to any subpoena, court order, or similar legal demand; or (iii) at the request of any stock exchange, self-regulatory organization, governmental agency, or regulatory body, on condition that Company notifies SitusAMC of its obligation to disclose the Deliverables prior to making the disclosure and uses commercially reasonable efforts to ensure that the Recipient does not provide the Deliverables to any third party.
- (c) **Use of Reports in Offering Materials.** Neither the Deliverables nor the name of SitusAMC or its Affiliates may be used in any offering memoranda or other investment material without the prior written consent of SitusAMC, which may be given or withheld at SitusAMC's sole discretion. Any such consent, if given, will be conditioned upon SitusAMC receiving an indemnification agreement from a party satisfactory to SitusAMC in a form satisfactory to SitusAMC. In addition, Company agrees to reimburse SitusAMC for the fees paid to its legal counsel for the review of the material that is the subject of the requested consent. Company agrees that SitusAMC is not an "expert" as such term is used in the

Securities Act of 1933, as amended, and that SitusAMC is neither an issuer nor an underwriter of securities and has no direct liability to any investor in securities which are backed by payments.

- (d) **Proprietary Rights Notices.** Company will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by SitusAMC on or in the Services or Deliverables and will ensure that any such notices are reproduced on all copies. Company will not use the trademarks, service marks, trade name, domain name or other source identifiers of SitusAMC without the express written consent of SitusAMC.
 - (e) **Other Restrictions.** The restrictions and requirements in this Section are in addition to, and not in limitation of, the restrictions and requirements contained in any SOW or in any other writing by and between SitusAMC and Company.
4. **CHANGE REQUESTS.** Unless otherwise specified in a SOW, Company may request changes to the scope of the Services by sending a written change request (each, a “**Change Request**”) to SitusAMC. Within five (5) business days after receiving a Change Request, SitusAMC will review the Change Request and notify Company in writing of any financial or schedule change required to implement the Change Request. The Change Request will not be binding unless agreed to in writing by both parties.

5. **COMPANY RESPONSIBILITIES.**

- (a) **Accuracy of Company Data.** Company will provide SitusAMC with reasonable access to Company personnel and all Company Data, Third Party Data, and Consumer Information that is reasonably requested by SitusAMC in order to perform the Services. Company is solely responsible for the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all such Company Data and Consumer Information provided to SitusAMC necessary to perform the Services. Company will provide notices to, and obtain any licenses or consents from, third parties as required by Applicable Laws or third party rights in connection with the transfer, use and processing of Company Data, Third Party Data and Consumer Information by SitusAMC. Company acknowledges that SitusAMC is not responsible for verifying the accuracy, completeness or legality of Company Data, Third Party Data and Consumer Information and that SitusAMC shall use and rely on such information and documentation provided to SitusAMC without any independent investigation as to the completeness or accuracy of such information and documentation.
- (b) **Delivery of Company Data.** Company shall deliver to SitusAMC any and all electronic data in data tape format and all electronic files and images provided by Company shall contain only those specific files related to the Services and in a format reasonably required by SitusAMC. In the event SitusAMC receives electronic data in a format or electronic files and images that are not delivered in compliance with this subsection, SitusAMC shall provide notice to Company, and if the proper format is not subsequently provided, SitusAMC may charge, and Company shall pay, a reasonable fee to compensate SitusAMC for any expenses incurred as a result of such non-compliance. Under no circumstances shall this license permit SitusAMC to sell any Consumer Information.
- (c) **License to Use Company Data.** Company grants to SitusAMC and its Affiliates a non-exclusive, non-transferable license to use Company Data (i) to provide the Services to Company, including the right to sublicense Company Data to SitusAMC’s Affiliates and other service providers in connection with the provision of the Services; and (ii) for the purpose of conducting comparative analysis, statistical forecasts, behavioral studies, market analysis, product analyses, ensuring quality of performance, research and similar business or commercial purposes, on condition that SitusAMC does not (1) contain any discrete identifiable piece of Consumer Information; (2) attribute any such data to Company; or (3) use any data to derive information about any particular person, including Consumer Information.
- (d) **Material Events.** If Company is, or becomes, aware of any event or information that could have a material impact on the Services to be provided under this Agreement, Company will promptly notify SitusAMC.

6. FEES AND PAYMENT.

- (a) **Fees.** As compensation for the Services and, if applicable, SitusAMC Software, Company will pay to SitusAMC the fees set forth in the applicable SOW (the “**Fees**”).
- (b) **Expenses.** Company will reimburse SitusAMC for reasonable out-of-pocket expenses incurred in connection with SitusAMC’s performance of the Services. Examples of reimbursable expenses include, without limitation, airfare, ground transportation, hotel, meals, purchase of research materials specifically needed to perform the Services, telephone calls, postage, copies, express carriers, messengers, costs for preparing graphics, reproduction and printing. Unless otherwise expressly set forth in a SOW, expenses are not included in the Fees listed on a SOW, but rather are in addition to those fees.
- (c) **Invoicing and Payment.** SitusAMC will invoice Company for Fees and expenses as set forth in the applicable SOW. Company, individually or through a third-party service provider, will pay all invoices within thirty (30) days following the date of invoice. Company’s failure to remit payment in accordance with this Section shall be deemed a material breach of this Agreement. All Fees are payable in U.S. Dollars. All past due amounts will accrue interest at a rate equal to the lower of: (a) 1.5% per month; or (b) the highest rate permissible under Applicable Law, commencing thirty (30) days following the date of invoice. Company agrees that this finance charge represents a fair and reasonable estimate of the expenses SitusAMC will incur by reason of late payment and is not a penalty. SitusAMC reserves the right to apply payments received to the most aged invoices. If Company disputes an invoice, it must notify SitusAMC on or before the applicable due date, providing a detailed description of the dispute. The parties will cooperate and negotiate in good faith to resolve the disputed charge. If Company does not pay any undisputed Fees when due, SitusAMC reserves the right, upon no less than three (3) business days advance notice to Company, to suspend the Services and refuse future orders until all past due amounts have been paid. If SitusAMC retains a collection agent and/or an attorney to assist in the collection of unpaid Fees and expenses, Company will pay all fees and expenses, including reasonable attorneys’ fees, incurred by SitusAMC in connection with the collection or attempted collection of these amounts.

7. INTELLECTUAL PROPERTY.

- (a) **General.** All right, title and interest in and to Pre-existing Intellectual Property and Developed Intellectual Property and all improvements, enhancements and modifications thereto, are the exclusive property of SitusAMC. All rights in and to Pre-existing Intellectual Property and Developed Intellectual Property and all improvements, enhancements and modifications thereto not expressly granted to Company in this Agreement are reserved by SitusAMC.
- (b) **No Transfer.** Nothing in this Agreement or contemplated SOW shall be construed as a transfer of any Pre-existing Intellectual Property and Developed Intellectual Property to Company, its affiliates, agents and/or employees. To the extent the ownership of any Pre-existing Intellectual Property and/or Developed Intellectual Property vests in Company, Company hereby and hereinafter assigns to SitusAMC all right, title, or interest it may have in all Pre-existing Intellectual Property and/or Developed Intellectual Property, irrevocably and without requirement of future consideration. Upon request and at the cost of SitusAMC, Company agrees to take such reasonable further action(s), and shall cause its personnel to take such reasonable action(s), including the execution and delivery of instruments of conveyance, as SitusAMC deems reasonably appropriate to confirm SitusAMC’s rights in and to any Pre-existing Intellectual Property and/or Developed Intellectual Property.
- (c) **Limited License.** Subject to all of terms of this Agreement, to the extent that any Pre-existing Intellectual Property and/or Developed Intellectual Property is included in any Deliverable, SitusAMC grants to Company a limited, non-exclusive, non-transferable, non-sublicensable license to use the Pre-existing Intellectual Property and Developed Intellectual Property only as a part of the Deliverables and for the sole purpose of enabling the use of the Deliverables in accordance with the terms and conditions this Agreement. Company shall not market, distribute, promote or otherwise commercialize any Pre-

existing Intellectual Property and Developed Intellectual Property and any improvements, enhancements and modifications thereto.

- (d) **Company Data.** Notwithstanding anything to the contrary contained in this Agreement, all Company Data shall remain and be deemed to be owned by Company. Company agrees to provide SitusAMC only with Company Data that is reasonably required to perform the Services.
- (e) **Publicity.** Company grants SitusAMC a nonexclusive, nontransferable, paid-up, revocable limited license to use Company Trademarks for purposes of SitusAMC marketing, sales and other materials. "Company Trademarks" means the artwork, logos, and/or other images, trademarks, trade names or other identifying indicia of Company. SitusAMC will not use Consumer Information for any kind of marketing or solicitation of any kind, except as agreed to in writing by Company.
- (f) **Feedback.** Company may provide feedback to SitusAMC regarding the Service, including without limitation, usability, bug reports and test results (collectively, "**Feedback**"). All right, title and interest, including all intellectual property rights, in the Feedback are the exclusive property of SitusAMC. Company conveys to SitusAMC any rights and interests in any Feedback it may have, create or provide pursuant to this Agreement. If this assignment is held to be invalid or unenforceable, Company grants to SitusAMC a perpetual, exclusive, transferable, royalty-free license to use Feedback for any and all purposes.

8. CONFIDENTIALITY.

- (a) **Requirement of Confidentiality.** Each party (a "**Recipient**") agrees that it will maintain in confidence all Confidential Information of the other party (a "**Discloser**") and will not disclose this Confidential Information to any third party or use this Confidential Information for any purpose except as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information of Discloser, Recipient will exercise the same degree of care that it exercises with its own Confidential Information of similar nature and, in no event, less than a reasonable degree of care. Recipient will restrict access to the Confidential Information of Discloser to those Representatives that have a need for access and who are bound by confidentiality obligations no less restrictive than those provided in this Agreement. Confidential Information disclosed to Recipient pursuant to this Agreement will be subject to the terms of this Agreement during the Term and for two (2) years following termination of this Agreement or a SOW, as applicable, provided, however, Recipient shall indefinitely maintain in confidence all Consumer Information in accordance with the provisions of Section 9 below.
- (b) **Exceptions.** The obligation of confidentiality set forth in this Agreement will not apply to any information that (a) is or becomes generally available to the public other than as a result of a breach by Recipient of this Agreement; (b) was known to Recipient prior to receipt from Discloser; or (c) is independently developed by Recipient without any use of or reference to Confidential Information of Discloser. If Recipient is required by regulation or order of a governmental agency or a court of competent jurisdiction to disclose any Confidential Information of Discloser, Recipient will, to the extent permitted by law, promptly notify Discloser so that it may exercise its option to seek a protective order. If, in the absence of a protective order or waiver, Recipient is, in the opinion of its counsel, required to disclose the Confidential Information of Discloser, Recipient may disclose such information without liability under this Agreement on condition that Recipient discloses only that portion of the Confidential Information that, in the opinion of its counsel, it is legally required to disclose.
- (c) **Unauthorized Disclosure.** Each party will promptly notify the other party of discovery of any unauthorized use or disclosure of Confidential Information, unless legally prohibited from doing so, and will cooperate with the other party in every reasonable way to help regain possession of the Confidential Information and mitigate any potential damage.
- (d) **Return of Information.** Upon termination of this Agreement, expiration or termination of a SOW or at any time upon request, Recipient will return to Discloser or destroy all Confidential Information of Discloser in its possession or control, including any copies or extracts of such information.

Notwithstanding anything to the contrary in this Agreement, Recipient may retain one or more copies of the Confidential Information for the purpose of defending any claim related to this Agreement and in accordance with its Data Retention Policy, on condition that any retained Confidential Information will remain subject to the obligations and restrictions set forth in this Section 8.

- (e) **Relief in Case of Breach.** Both parties acknowledge and agree that the Confidential Information obtained and to be obtained under this Agreement is valuable competitive information, the use of which in any manner not sanctioned by this Agreement would severely injure the party whose Confidential Information is disclosed in a manner other than in accordance with this Agreement. Such Confidential Information is being furnished in reliance on the representations and warranties made herein. The parties also acknowledge and agree that the injury that would result from any breach of obligation under this Agreement may be irreparable and the remedies at law for such breach may be inadequate. Accordingly, each party agrees that in the event of any such breach, the other party shall be entitled, without prejudice, to seek equitable relief, including without limitation, the remedies of either or both specific performance or an injunction. Those remedies are in addition to any other rights or remedies, whether at law or in equity, which may be available hereunder.
- (f) **Other Activities.** Discloser acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Recipient shall not acquire, develop, or have developed for it, information, products, concepts, systems or techniques that are similar to or compete with the information, products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided by the Discloser, provided that the Recipient does not violate any of its obligations under this Agreement in connection therewith.

9. CONSUMER INFORMATION.

- (a) **General.** SitusAMC acknowledges that in connection with its performance under this Agreement, it may require access to and/or the receipt of certain Consumer Information. SitusAMC and Company represent that they are aware of the protections which may be afforded to Consumer Information and agree to comply with the Consumer Information requirements of all Data Protection Laws with respect to retention, disclosure and use of Consumer Information.
- (b) **Disclosure to SitusAMC.** To the extent Company discloses, provides or makes available to SitusAMC any Consumer Information in connection with SitusAMC's performance of Services, Company hereby represents and warrants to SitusAMC that it is authorized to provide such access to, or make such disclosure of, Consumer Information and that all necessary and appropriate consents have been obtained.
- (c) **Use and Disclosure of Consumer Information by SitusAMC.** SitusAMC agrees to take all commercially reasonable steps necessary to safeguard and prevent the unauthorized disclosure of Consumer Information to any third party and maintain physical, technical, and administrative safeguards (including but not limited to those as defined pursuant to Data Protection Laws, and in any event no less than industry standards in the cloud computing/online services industry) to protect the Consumer Information against unauthorized access, use, or disclosure while it is accessible to or held by SitusAMC. SitusAMC, on behalf of itself, its independent contractors, its consultants, and its agents, its employees, its officers, its directors, and its affiliates, hereby agrees that Consumer Information will not be disclosed or made available to any third party for any reason whatsoever, other than for the limited purposes of performance of the Services, or as required by law, provided that (i) prior to any disclosure of Consumer Information as required by law, SitusAMC shall notify Company of all, if any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with Company's reasonable, lawful efforts to resist, limit or delay disclosure.
- (d) **Unauthorized Disclosure or Use.** SitusAMC agrees to promptly notify Company if it becomes aware of any unauthorized copying, alteration, destruction, or use of Company's Consumer Information in

violation of the terms of this Agreement. SitusAMC also agrees to promptly notify Company in the event of any security breach that results in a material disruption to the Services to Company or that results in a material risk to Company's Consumer Information.

- (e) **Return of Information.** SitusAMC agrees to promptly return all Consumer Information to Company at Company's request, provided that SitusAMC may retain one or more copies of the Confidential Information for the purpose of defending any claim related to this Agreement and in accordance with its Data Retention Policy, on condition that any retained Consumer Information will remain subject to the obligations and restrictions set forth in this Section 9.
- (f) **Access and Deletion Requests.** Company and SitusAMC agree to reasonably assist each other in timely responding to any consumer "request to know" or "request to delete" (as defined pursuant to Data Protection Laws) and will promptly provide each other with information reasonably necessary for the other to respond to such requests.

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER.

- (a) **Mutual Representations and Warranties.** SitusAMC and Company each represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation and has the power and authority to enter into and perform its obligations under this Agreement; (ii) it is authorized to execute and deliver this Agreement and to perform its obligations under this Agreement and the person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement is legally binding upon it, is enforceable in accordance with its terms and does not conflict with any agreement to which it is a party nor violate any material law or regulation of any governmental body having jurisdiction over it.
- (b) **Computer Systems.** If SitusAMC or any of its employees has been or is required to access Company's computer systems or if Company has been or is required to access SitusAMC's computer systems in order to perform Services hereunder, each party agrees that it will (i) use only the log-in identification assigned by Company or SitusAMC, (ii) correctly and completely log-off the system immediately upon completion of each session of Services, (iii) not allow any other person to use the assigned log-in identification or improperly access Company's or SitusAMC's systems, (iv) keep the assigned log-in identification and all other information enabling such access strictly confidential, (v) not access any Company or SitusAMC systems or data other than that which is specifically authorized, (vi) will not copy, duplicate or replicate systems, screen shots, logic and/or configurations or any other aspect of the computer systems and (vii) not intentionally spread viruses or other malicious computer code to Company's or SitusAMC's computer systems.
- (c) **Limited Warranty for the Services.** SitusAMC warrants to Company that it will perform the Services in a professional and workmanlike manner and the Services and Deliverables, as delivered by SitusAMC, and will comply in all material respects with the description set forth in the applicable SOW. SitusAMC's sole obligation and Company's exclusive remedy for a breach of this warranty is for SitusAMC, at its option and expense, to: (i) repair or replace the non-conforming Services and/or Deliverables; or (ii) refund the Fees paid by Company that are attributable to the non-conforming Services and/or Deliverables. Any claim under this warranty must be made within thirty (30) days following the initial delivery of the Services or Deliverable, as applicable. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Services and/or Deliverables by anyone other than SitusAMC or any breach by Company of this Agreement.
- (d) **Company's Representations and Warranties.** Company represents and warrants to SitusAMC that (a) it is the owner or licensee of Company Data and that it has the right to provide and license Company Data to SitusAMC; and (b) it complies with and will comply with all Applicable Laws, including without limitation Data Protection Laws related to access and use of Consumer Information and that govern the use of any Deliverable.

- (e) **Disclaimer.** EXCEPT AS EXPRESSLY WARRANTED IN SECTION 10(c) OF THIS AGREEMENT, THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SITUSAMC DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL MEET COMPANY’S NEEDS OR EXPECTATIONS.

11. INDEMNIFICATION.

- (a) **Indemnification by Company.** Company agrees to indemnify, defend, and hold harmless SitusAMC, its Affiliates and their respective Representatives and their successors and permitted assignees from and against any and all third-party claims, demands and assessments, judgments, liabilities, losses, costs, damages or expenses (including interest, penalties and reasonable attorneys’ fees, expenses and disbursements in connection with any action, suit or proceeding and including any such reasonable attorneys’ fees, expenses and disbursements incurred in enforcing any right of indemnification against Company) (collectively, “**Damages**”) that result from or are related to: (i) the Services or any Deliverables, or any action taken in connection with the Services or Deliverables, (ii) an actual or alleged violation of applicable law by Company (including Data Protection and securities laws) or the negligence or intentional acts or omissions of Company, (iii) any inaccurate, misleading or otherwise deficient data provided to SitusAMC by or on behalf of Company, (iv) Company’s breach of any representations and warranties set forth in this Agreement, (v) breach of Section 9(b) of this Agreement, and (vi) the willful misconduct, fraud or negligence of Company. Notwithstanding the foregoing, Company shall not be liable in respect of any Damages that a court of competent jurisdiction shall have determined by final non-appealable judgment resulted solely from the gross negligence, fraud or willful misconduct of SitusAMC.
- (b) **Indemnification Procedures.** In order to obtain the benefit of any indemnification under this Agreement, the party seeking indemnification (the “Indemnatee”) will give the indemnifying party (the “Indemnitor”) prompt written notice of, and reasonable assistance in defending, any Claim subject to indemnification; provided, however, that failure to so notify Indemnitor will not relieve Indemnitor from any liability that Indemnitor may have on account of this indemnity or otherwise, except to the extent Indemnitor is materially prejudiced by such failure. Indemnitor will have sole control of the defense and settlement of the Claim, on condition that the Indemnitor will not have the right to settle, compromise, consent to entry of any judgment in or otherwise seek to terminate any Claim without the prior written consent of Indemnatee, which consent will not to be unreasonably withheld or delayed, unless the proposed resolution includes a release of Indemnatee and does not include any obligations on the part of Indemnatee to pay money or to take or refrain from taking any action.

12. LIMITATIONS OF LIABILITY.

- (a) **Reliance on Company Data and Other Information.** Company will provide Company Data to SitusAMC, and SitusAMC may compile other Third Party Data that is used to perform the Services. Company and SitusAMC understand and agree that (a) SitusAMC is not in a position, either practically or contractually, to confirm independently, verify or audit the accuracy or completeness of Company Data or Third Party Data; (b) SitusAMC is entitled to rely in good faith on any Company Data submitted by or on behalf of Company pursuant to this Agreement and Third Party Data obtained by SitusAMC through commercially reasonable efforts that SitusAMC believes in good faith to be reliable; and (c) neither SitusAMC, its Affiliates nor their respective Representatives will be liable for any inaccurate or incomplete Company Data provided by or on behalf of Company or Third Party Data obtained by SitusAMC through commercially reasonable efforts. SitusAMC assumes no liability or responsibility whatsoever for excess or additional Company Data, including any Consumer Information provided to SitusAMC that is not requested by SitusAMC or required for the performance of the Services being rendered by SitusAMC.
- (b) **No Liability for Errors in Judgment.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL SITUSAMC, ITS AFFILIATES OR THEIR

RESPECTIVE REPRESENTATIVES BE LIABLE FOR ANY ACT OR OMISSION MADE IN GOOD FAITH IN THE COURSE OF PROVIDING THE SERVICES AND DELIVERABLES OR FOR ERRORS IN JUDGMENT; provided, however, that this subsection 12(b) will not relieve SitusAMC from any liability that would otherwise be imposed by reason of the fraud, gross negligence or willful misconduct of SitusAMC.

- (c) **No Professional or Investment Advice.** Company understands and agrees that in providing the Services, SitusAMC is not advising Company concerning the suitability of any particular asset or security or advising Company or its Representatives concerning the suitability of any particular property, asset, portfolio, transaction or any investment vehicle (collectively, an “**Investment**”), nor does it constitute a recommendation to invest in, buy, sell or hold any such Investment. Company shall consult with its own legal, regulatory, tax, accounting and other advisors concerning all matters and advice rendered by SitusAMC to Company. Neither SitusAMC nor its employees or agents shall have any responsibility or liability whatsoever to Company or its affiliates with respect thereto and Company shall be responsible for making its own independent investigation and appraisal of the risks, benefits and suitability of the advice and guidance given by SitusAMC to Company.
- (d) **No Participation in Legal Proceedings.** SitusAMC will not be required to give testimony as a witness or appear in any capacity in any legal or administrative hearing or procedure relating to the Services and/or Deliverables and will not have any continued service responsibility unless reasonably compensated in advance by Company or compensated in advance in accordance with SitusAMC’s fee schedule then in effect.
- (e) **No Liability to Third Parties.** SitusAMC will not be liable for any use of or reliance on a Deliverable by any third party.
- (f) **Exclusion of Consequential Damages.** IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, LOSS OF REVENUE OR PROFITS, COST TO PROCURE SUBSTITUTE GOODS OR SERVICES OR BUSINESS INTERRUPTIONS) REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, STATUTE, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR UNAUTHORIZED PHYSICAL OR NON-PHYSICAL ACCESS, SUCH AS HACKING OR OTHERWISE WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.
- (g) **Cap on Damages.** EXCEPT FOR A DAMAGES RESULTING FROM (A) A BREACH BY SITUSAMC OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 8(a) OF THIS AGREEMENT OR (B) THE WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE OF SITUSAMC, THE TOTAL LIABILITY OF SITUSAMC, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY COMPANY PURSUANT TO THIS AGREEMENT (EXCLUSIVE OF REIMBURSED EXPENSES) IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE CLAIM. WITH RESPECT TO DAMAGES RESULTING FROM (A) SITUSAMC’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 8(a) OF THIS AGREEMENT AND (B) THE WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE OF SITUSAMC, THE TOTAL LIABILITY OF SITUSAMC, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES WILL NOT EXCEED TWO TIMES (2X) THE FEES PAID BY COMPANY PURSUANT TO THIS AGREEMENT (EXCLUSIVE OF REIMBURSED EXPENSES) IN THE SIX MONTHS PRECEDING THE DATE OF CLAIM.
- (h) **No Liability for Affiliates; No Representative Liability.** In the event that an Affiliate enters into a SOW, Company shall look solely to the assets of such Affiliate (and other SOW contracting party) in satisfaction of any loss, claims against or liabilities under this Agreement with respect to such SOW and not the assets of Persons not parties to the SOW and their respective owners, parent, Affiliates,

shareholders, partners, principals, officers or employees. Except as provided in the immediately preceding sentence, Company shall look solely to the assets of SitusAMC in satisfaction of any loss or claims against or liabilities under this Agreement. In no event shall the assets of SitusAMC's owners, parent, Affiliates, shareholders, partners, principals, officers or employees be sought in satisfaction of any loss, claim or liability.

- (i) **Limited Liability for Third Party Data Breaches.** Unless and only to the extent that a Data Breach was directly the result of the gross negligence or willful misconduct of SitusAMC, SitusAMC shall not be liable for any Damages, even if the parties have knowledge of the possibility of such Damages, resulting from any data breach, cyberattack, systems security breach or digital infiltration ("**Data Breach**") of or against its subcontractors or independent contractors.
- (j) **Time Limit on Claims.** NO ACTION ARISING FROM OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY A PARTY MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE ACTION OCCURRED OR THE DATE THAT THE CLAIMANT DISCOVERED, OR IN THE EXERCISE OF REASONABLE DUE DILIGENCE SHOULD HAVE DISCOVERED, THE FACTS OR CIRCUMSTANCES THAT GIVE RISE TO SUCH CLAIM.
- (k) **Effect of Limitations.** THE LIMITATIONS IN THIS SECTION 12 APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS.

13. INSURANCE.

- (a) **Required Coverages.** During the Term of this Agreement, SitusAMC will, at its own expense, obtain and keep in full force and effect, the following insurance coverage:
 - (i) Commercial General Liability insurance with a limit no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - (ii) Workers' Compensation insurance as required by statute and Employer's Liability insurance with a limit no less than \$500,000 per accident, disease or injury (or as otherwise required by applicable state law); and
 - (iii) Professional Liability (errors and omissions) insurance with a limit no less than \$5,000,000 in the aggregate; and
- (b) **Other.** SitusAMC will maintain each insurance policy with an insurer having a rating of at least an "A-" at the time of policy issuance in the most currently available Best's Insurance Deliverables. Upon Company's request, SitusAMC will provide Company with certificates of insurance evidencing its compliance with these insurance requirements.

14. TERM AND TERMINATION.

- (a) **Term.** This Agreement starts on the Effective Date and will remain in effect until terminated as set forth below (the "**Term**"). Each SOW will set forth the applicable term during which the applicable Services under the SOW will be provided to Company.
- (b) **Termination for Cause.** Either party may terminate this Agreement or any SOW immediately upon written notice if the other party (i) materially breaches this Agreement or a SOW, as applicable, including failure to make payment of invoice when due, and fails to cure the breach within ten (10) days after receiving written notice to do so; or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, if there is no SOW in effect, either party may terminate this Agreement upon written notice to the other party.

- (c) **Termination for Convenience.** Unless otherwise specified in a SOW, either party may terminate this Agreement or any SOW for convenience, in whole or in part, at any time by giving the other party at least sixty (60) days' prior written notice of termination. Notwithstanding the foregoing, in the event Company has purchased a subscription to SitusAMC Software, such subscription may not be terminated by Company under this Section 14(c).
- (d) **Obligations Upon Termination.**
 - (i) Termination of Agreement. Upon the termination of this Agreement for any reason, all SOWs will immediately terminate.
 - (ii) Termination of a SOW. Termination of one or more SOW(s) will not affect the parties' rights and obligations under any other SOW(s) executed by the parties, and any such other SOW will remain in full force and effect unless and until terminated in accordance with their terms.
 - (iii) Payment of Fees. If the Agreement or a SOW is terminated by either party pursuant to subsection 14(b)(i) of this Agreement, SitusAMC will refund to Company any prepaid Fees for the Services that were to be provided after the date of termination of the Agreement or that SOW, as applicable. For clarity, termination of this Agreement or a SOW for any reason will not relieve Company of its obligation to pay any Fees accrued or due and payable prior to the date of termination. Further, unless terminated by either party pursuant to subsection 14(b)(i), Company is still required to pay all amounts due under the terminated Agreement or SOW, and SitusAMC is required to deliver to Company the latest version of any Deliverable in progress on the effective date of termination; however, SitusAMC does not have any obligation to complete any Deliverables previously delivered to Company.
 - (iv) Use of Deliverables. Following termination of this Agreement or expiration or termination of any SOW for any reason, except termination by SitusAMC pursuant to subsection 14(b)(i) of this Agreement, Company may continue to use the Deliverables, subject to the terms and conditions of this Agreement and the applicable SOW. If SitusAMC terminates this Agreement or a SOW pursuant to subsection 14(b)(i) of this Agreement, the license to use the Deliverables granted to Company in subsection 7(c) of this Agreement will terminate as of the effective date of termination of this Agreement or the SOW, as applicable, and Company will have no right to continue using any Deliverable produced under the Agreement or the SOW, as applicable.

15. TAXES.

- (a) **Property and Income Taxes and Other Fees.** Each party will be responsible for its respective: (i) personal property taxes on property it owns or leases, (ii) taxes based on its net income or gross receipts, and (iii) fees payable to a third parties it engages to process vendor invoices.
- (b) **Sales, Use and Other Taxes.** Company will be responsible for sales, use, excise, value-added, services, consumption, withholding and other taxes ("**Taxes**") that are assessed against either party, on the provision of the Services (including the reimbursement of expenses), any particular goods or services received by Company from SitusAMC, its affiliates or subcontractors, or the fees paid for such goods or services. SitusAMC's fees stated herein are exclusive of Taxes and Taxes shall be included in SitusAMC's invoice as an addition to the fees, when appropriate.
- (c) **Remittance Obligation.** SitusAMC will invoice Company for any Taxes SitusAMC has a legal obligation to remit or collect, and Company will pay such Taxes to SitusAMC unless Company provides SitusAMC with a valid tax exemption certificate authorized by the appropriate taxing authority.
- (d) **Foreign Taxes.** If personnel of SitusAMC or its Affiliates who are identified herein and are approved by Company in writing perform Services outside the country in which such personnel are based, Company shall, or shall cause a Company Affiliate to, reimburse SitusAMC or such SitusAMC Affiliate,

as applicable, for increased taxes incurred by SitusAMC, any SitusAMC Affiliate or such personnel as a result of providing such Services, including (i) additional income taxes, including any tax or tax effect (gross up) to SitusAMC, any SitusAMC Affiliate or such personnel, (ii) social taxes, (iii) employment taxes, (iv) housing, cost of living adjustments and all other assignment related costs, and (v) professional fees incurred for additional home country income tax compliance and foreign tax return preparation.

- (e) **Segregation.** The parties shall cooperate to segregate the fees payable under this Agreement or applicable SOW into the following separate payment streams: (i) those for taxable Services, (ii) those for nontaxable Services, (iii) those for pass-through expenses where SitusAMC functions merely as a paying agent for Company in receiving goods, supplies or services (including leasing and licensing arrangements). SitusAMC shall not collect or include in its invoices any sales or use taxes for which Company has furnished a properly executed and valid exemption certificate or direct pay permit.
- (f) **Deficiencies.** If SitusAMC is assessed a deficiency (including penalties and interest thereon) for taxes payable by Company pursuant to this Agreement, SitusAMC will promptly notify Company of such assessment and will administratively contest such assessment to the extent it is timely requested or authorized to do so by Company. Company will be given a reasonable opportunity to participate in any such administrative contest and to review prior to submission the terms of any communication SitusAMC undertakes as part of such administrative contest. Company shall indemnify and hold harmless SitusAMC from any such tax deficiency (including penalties and interest) and reimburse SitusAMC for all accounting and attorneys' fees and expenses reasonably incurred in contesting such assessment at the request or upon the authorization of Company; provided, however, that SitusAMC shall not be required to contest any such assessment unless requested or authorized to do so by Company, and payment by SitusAMC of an assessed deficiency which it was not timely requested or authorized by Company to contest will be deemed a payment which SitusAMC was required to pay to the appropriate government entity.
- (g) **Cooperation.** The parties shall reasonably cooperate with each other to accurately determine each party's tax liability and to minimize such liability to the extent legally permissible. Company and SitusAMC shall provide and make available to the other any resale certificates, information regarding out-of-state sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by either party.

16. COMPLIANCE WITH ANTI-MONEY LAUNDERING. Company and SitusAMC each represent that its operations have been conducted at all times in compliance with the U.S. Bank Secrecy Act (31 U.S.C. §§ 5311, et seq.) and its implementing regulations, including money laundering requirements of applicable governmental authorities and related or similar rules, regulations, or guidelines issued, administered, or enforced by any governmental authority (collectively, the “Money Laundering Laws”) and no action, suit, or proceeding by or before any court or governmental authority or any arbitrator involving Company or SitusAMC, respectively, with respect to the Money Laundering Laws is pending or, to the best its knowledge, threatened.

17. GENERAL TERMS.

- (a) **Survival.** The following Sections and subsections will survive the termination of this Agreement: 3 (Deliverables), 7 (Intellectual Property), 8 (Confidentiality), 9 (Consumer Information), 10 (Representations, Warranties and Disclaimers), 11 (Indemnification), 12 (Limitations of Liability), 14(d) (Obligations Upon Termination), 18(l) (Non-Solicitation), and any other provisions of this Agreement or a SOW that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.
- (b) **Entire Agreement.** This Agreement, including all SOWs and Exhibits hereto, is the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings and arrangements, whether oral or written, relating to that subject matter. The titles and headings are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. The terms or conditions of any purchase order or other document

submitted by Company that contains terms that are different from, in conflict with or in addition to the terms of this Agreement are rejected by SitusAMC and will be void and of no effect.

- (c) **Amendment.** This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- (d) **Non-Circumvention.** Company, on behalf of itself and its Affiliates, hereby agrees that it shall not take any action that would have, or is intended to have, the result to circumvent, avoid and/or bypass the obligations of Company or the rights of SitusAMC herein or the relationship established hereby between Company and SitusAMC.
- (e) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not operate as a waiver of any subsequent event or breach by the other party.
- (f) **Severability.** If any provision of this Agreement is deemed invalid, illegal or unenforceable, that provision will be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision. The remainder of this Agreement will remain valid and enforceable in accordance with its terms.
- (g) **Force Majeure.** Neither party will be liable for or will be considered to be in breach of this Agreement due to a delay or failure to perform as required by this Agreement as a result of any cause or event that is beyond such party's reasonable control (a "**Force Majeure Event**"). Force Majeure Events include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist acts, earthquake, hurricane, pandemics, epidemics, fires and explosions; however, the inability of a party to meet its financial obligations is not a Force Majeure Event. If any Force Majeure Event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay caused by a Force Majeure Event.
- (h) **Assignment.** Neither party may transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of the other party. However, either party may transfer or assign this Agreement in its entirety without the consent of the other party to an Affiliate or in connection with a merger, acquisition, and corporate reorganization, sale of all or substantially all of its assets or a similar transaction. Any attempted assignment or transfer in violation of this Section will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- (i) **Independent Contractor; No Fiduciary, etc.** Company acknowledges and agrees that SitusAMC is engaged solely as an independent contractor and solely to provide the services described herein and, without limitation, is not acting as an agent or fiduciary of Company or any of their partners, affiliates or creditors or any other person in connection with any activity. SitusAMC hereby expressly disclaims any agency or fiduciary or similar obligations and Company hereby confirms their understanding and agreement to that effect. The Company, on behalf of itself and its respective partners and Affiliates, hereby waives and releases any claims based on an assertion of any such agency or fiduciary relationship, including, without limitation, any claims against SitusAMC with respect to any breach or alleged breach of any fiduciary or similar duty in connection with a transaction contemplated by the Services or any matters leading up to such transaction. Nothing in this Agreement will be construed to create a partnership, joint venture, agency relationship or other joint enterprise between Company and SitusAMC. SitusAMC does not have any right or authority, express or implied, to assume, create or incur any expense, liability or obligation on behalf of Company.
- (j) **Non-exclusive.** This Agreement is non-exclusive. SitusAMC may, in its sole discretion, enter into arrangements with third parties to perform services that are identical or similar to the Services contemplated by this Agreement and any SOW.

- (k) **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any person other than the parties any rights, benefits or remedies under this Agreement.
- (l) **Non-Solicitation.** Company agrees that, during the Term and for twelve (12) months following the termination of this Agreement, Company will not solicit for employment any employee of SitusAMC or its Affiliates to which Company is introduced or with whom Company otherwise had contact as a result of this Agreement and the Services hereunder without the prior written consent of SitusAMC; provided, that Company shall not be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any such persons, and provided further that Company shall not be restricted in hiring any such person who responds to any such general solicitation or who contacts Company (or an Affiliate) on his or her own initiative without any direct solicitation by Company (or an Affiliate).
- (m) **Governing Law.** All matters arising out of or relating to this Agreement will be governed by and construed under the laws of the State of New York, without regard to its conflicts of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- (n) **Attorney's Fees.** If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled.
- (o) **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- (p) **Cumulative Remedies.** Except as otherwise specifically stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.
- (q) **Notices.** All notices, consents, requests, instructions, approvals and other communications provided for in this Agreement must be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when: (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally-recognized private carrier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices will be addressed to those addresses set forth on page 1; either party may change the address where it receives notices by giving notice to the other party as provided in this Section.
- (r) **Counterparts and Electronic Signature.** This Agreement (including all SOWs, addendums, exhibit and the like) may be executed in one or more counterparts, each of which will be deemed an original and together will be considered one and the same Agreement, and may be signed by facsimile, digital or other electronic signature and such signatures will have the same force and effect of a manually-signed original and will be binding on the parties.

EXHIBIT A DEFINITIONS

“Affiliate” means any legal entity controlling, controlled by or under common control with the party, where “control,” “controlling” and “controlled,” as used in this definition, means (a) the ownership of at least fifty percent (50%) of the equity, voting or other beneficial interests of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

“Applicable Law” means all applicable federal, state and local laws, statutes, regulations, ordinances, and requirements of any governmental agency, board, commission, instrumentality or other governmental office, applicable to Company, SitusAMC, or the Deliverables, including but not limited to Data Protection Laws and the regulations promulgated thereunder.

“Change Request” has the meaning set forth in Section 4 of this Agreement.

“Claim” means a claim, demand, suit or proceeding.

“Company” has the meaning set forth in the first paragraph on page 1 of this Agreement.

“Company Data” means any data, information or material that is owned, licensed, leased or developed by or on behalf of Company, whether provided to SitusAMC by Company or provided by a third party at the request of Company to SitusAMC in connection with SitusAMC’s provision of Services to Company.

“Company Trademarks” has the meaning set forth in subsection 7(e) of this Agreement.

“Confidential Information” means any non-public, confidential or proprietary information of Discloser, whether oral, written or in electronic form, that is marked as confidential or with a comparable legend, is identified as confidential at the time of disclosure or that the Recipient knew, or should have reasonably known under the circumstances, is confidential.

“Consumer Information” means personally identifiable information that identifies, relates to, describes or is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes specific elements of “personal information” as defined in Data Protection Laws, including but not limited to social security numbers, financial information, bank account information, tax returns, credit card numbers, or any other financial information, medical information, or educational information. Consumer Information does not include information that is lawfully made publicly available from federal, state or local government records.

“Damages” has the meaning set forth in subsection 11(a) of this Agreement.

“Data Protection Law(s)” means all Applicable Laws governing data security and data privacy applicable to all data that is exchanged in the course of performance of Services or receipt of such Services under this Agreement, including but not limited to state breach notification laws, Title V of the Gramm-Leach-Bliley Act (GLBA), California Consumer Privacy Act of 2018 (CCPA), Fair Credit Reporting Act (FCRA), Health Insurance Portability and Accountability Act of 1996 (HIPPA), and the EU General Data Protection Regulation (EU) 2016/679 (GDPR).

“Deliverable” means a report, opinion or other information prepared or provided by SitusAMC or any Affiliate of SitusAMC to Company or any Affiliate of Company in the performance of the Services.

“Developed Intellectual Property” means all data gathered by SitusAMC (except Company Data), and all SitusAMC Software and all Intellectual Property created, developed, conceived or originated by SitusAMC, in each case in the performance of the Services under this Agreement.

“Discloser” has the meaning set forth in subsection 8(a) of this Agreement.

“**Effective Date**” has the meaning set forth in the first paragraph on page one of this Agreement.

“**Feedback**” has the meaning set forth in subsection 7(f) of this Agreement.

“**Fees**” has the meaning set forth in subsection 6(a) of this Agreement.

“**Force Majeure Event**” has the meaning set forth in subsection 17(f) of this Agreement.

“**Indemnatee**” has the meaning set forth in subsection 11(b) of this Agreement.

“**Indemnitor**” has the meaning set forth in subsection 11(b) of this Agreement.

“**Intellectual Property**” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, inventions, software, domain names, know-how, technology, methods, processes, information, and technology.

“**Investment**” has the meaning set forth in subsection 12(c).

“**Losses**” means any loss, damage or costs incurred, awarded by a court or entered into in settlement (including, without limitation, reasonable attorneys’ fees).

“**Money Laundering Laws**” has the meaning set forth in Section 17.

“**Pre-existing Intellectual Property**” means all data gathered by SitusAMC, and all SitusAMC Software and Intellectual Property created, developed, conceived or originated by SitusAMC, in each case prior to the Effective Date or other than in connection with the performance of the Services under this Agreement.

“**Recipient**” has the meaning set forth in subsection 8(a) of this Agreement.

“**Representatives**” means a party’s respective directors, officers, employees, agents, advisors and Affiliates and their respective directors, officers, members, employees, agents, and advisors.

“**Services**” means the services to be performed by SitusAMC pursuant to this Agreement and in accordance with the applicable SOW. To the extent Company requests services that are not set forth in a SOW, and Situs AMC provides such services, the services shall be deemed to be performed pursuant to this Agreement.

“**SitusAMC**” has the meaning set forth in the first paragraph on page 1 of this Agreement.

“**SitusAMC Software**” means: (i) any software and systems, including all Intellectual Property contained therein, that was developed by SitusAMC or an Affiliate before, during or after completion of the Services under this Agreement, which such software and systems were or are used in connection with the performance of the Services, and (ii) any improvements, modifications, derivative works, or updates to such software and systems made by SitusAMC, an Affiliate or by any third party working on behalf of SitusAMC.

“**Statement of Work**” or “**SOW**” has the meaning set forth in the second paragraph on page 1 of this Agreement.

“**Taxes**” has the meaning set forth in subsection 15(b) of this Agreement.

“**Term**” has the meaning set forth in subsection 14(a) of this Agreement.

“**Third Party Data**” means data or other information provided to SitusAMC by an unaffiliated third party and used by SitusAMC to perform the Services.

EXHIBIT B
FORM OF STATEMENT OF WORK