



HOSTED SERVICES AGREEMENT

This Hosted Services Agreement (“**Agreement**”) is made and entered into between DrivePOV LLC, a Georgia limited liability company, with offices at 3360 Martin Farm Rd, Suite 100, Suwanee, GA 30024 (“**Provider**”), and the customer listed below (“**Customer**”). Each of **Provider** and **Customer** is a “**Party**” and collectively, the “**Parties**.”

Customer		Contact Name:	
Address		Phone:	
		Email:	

RECITALS

A. **Provider** is in the business of providing its **Customers** with access to and use of certain **Provider**’s Application Software (as herein defined) made accessible through **Provider**’s Secured Server.

B. Subject to the terms and conditions of this Agreement, **Customer** desires to purchase a subscription license from **Provider** to access **Provider**’s Secured Server and to use the software applications made available thereon, and **Provider** desires to grant such a license to **Customer**.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant and agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings:

1.1 “**Application Services**” means the hosted services provided by **Provider** to **Customer** which include access to and use of the **Provider**’s Application Software.

1.2 “**Application Software**” means the proprietary software, functions and online modules owned and developed by **Provider** and made available to **Customer** and its **End Users** through the Application Services, and include without limitation, all Documentation, Updates and New Releases that may hereafter be made available to **Customer** by **Provider** as part of the Support Services.

1.3 “**Customer Content**” means all text, images, videos, and other content uploaded by **Customer** End Users on behalf of **Customer** in connection with use of the System.

1.4 “**Confidential Information**” means any information which relates to the disclosing Party’s or its affiliates’ business or business operations that is disclosed by a Party or **Customer** End Users by any means and in any format (including verbal disclosures, written, or electronic copy and use of the System), and that is (a) the proprietary, secret, or confidential information of the disclosing Party or its affiliates or their respective employees or agents, and/or (b) is the personally identifiable and private information of an End User, and/or (c) which a reasonable person would deem proprietary, secret, confidential, per private, including, without limitation, the Application Software and any **Customer** Content uploaded to the Secured Server that is not publicly available.

1.5 “**Documentation**” means all related materials, documentation and information made available to **Customer**, including any published specifications for the Application Software and Application Services.

1.6 “**End User**” means an individual who is a member of the **Customer** community (i.e. resident, tenant, renter, property owner, etc.) or an employee or agent of **Customer** who is authorized by **Customer** to access and use the Application Software and Application Services pursuant to the terms of this Agreement.

1.7 “**Fees**” means the License Fees, Support Fees, and if applicable, the Professional Services Fees set

forth in Exhibit A.

1.8 “**License Fees**” means the amount set forth in Exhibit A that is charged to **Customer** for access to and use of the System subject to the terms of Section 5.1.

1.9 “**Professional Services**” means consulting and IT services provided by **Provider** in connection with the System, including by way of example but not limitation, any implementation, configuration, set-up, installation, training or such other services as specified in Exhibit A and any subsequent purchaser orders or Statements of Work executed by the Parties.

1.10 “**Professional Services Fees**” means the mutually agreed amounts (per hour or fixed) that **Provider** may charge to **Customer** for certain Professional Services as described in Exhibit A.

1.11 “**Secured Server**” means that space on **Provider**’s or **Provider**’s hosting **Provider**’s server on which the System is made available to **Customer** and its End Users, which space is (a) blocked and protected (using industry standard technology) from any third party access other than by **Customer** End Users and those designated **Provider** employees assigned to assist **Customer** with use of the System, (b) not used by any other **Provider** **Customer**, and (c) protected against storage or comingling of any third party data.

1.12 “**Subscription Term**” means the period during which the subscription license is in effect as set forth in this agreement and Exhibit A, including all renewals.

1.13 “**Support Fees**” means the amount set forth in Exhibit A that is charged to **Customer** for the Support Services, subject to the terms of Section 5.1 **Support Fees are included in the total License Fee charged to Customer.**

1.14 “**Support Services**” means the services provided by **Provider** to **Customer**, which includes maintenance of the Application Software through Updates and New Releases, Temporary Workarounds, Error Fixes, and general support and maintenance of the System.

1.15 “**System**” means collectively, the Application System and Application Services.

1.16 “**Transition Services**” means reasonable assistance to be provided by **Provider** to **Customer** to enable the smooth and orderly transition of all **Customer** Content and any other data uploaded by any End Users from **Provider**’s Secured Server to a server designated by **Customer**, which may include a **Customer**-controlled server or a third-party server.

2. **Grant of License.**

2.1 Grant. Subject to the terms and conditions of this Agreement, **Provider** hereby grants to **Customer** for itself, and for their respective End Users, and **Customer** hereby accepts from **Provider**, a non-exclusive and nontransferable license during the Term to (a) access and use and allow its End Users to access and use the System made available through **Provider**’s Secured Server, and (b) use the Documentation in an electronic format.

2.2 Additional Restrictions. The license granted in Section 2.1 above is conditioned upon **Customer**’s strict compliance with the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) **Customer** may use the System for **Customer**’s own internal purposes only and not for outsourcing, sublicensing, and/or resale provided, that use by **Customer**’s End Users in furtherance of **Customer**’s business with such End Users is permitted, (b) **Customer** shall not (i) permit any unaffiliated third party to use the System, or (ii) use the System for commercial time sharing, (c) **Customer** shall not create modifications to or derivative works based on the System or cause or permit others to nor shall **Customer** embed or incorporate in any manner the System into other applications without **Provider**’s prior written consent (d) **Customer** shall not modify, reverse engineer, translate, disassemble, or decompile the System, or cause or permit others to, (e) **Customer** shall not remove any title, trademark, copyright and/or restricted rights notices or labels on the System or Documentation.

2.3 Reserved Rights. **Provider** hereby reserves all rights in and to the System not expressly granted in this Agreement.

3. **Customer Obligations**

3.1 Customer Data. **Customer** shall be solely responsible for ensuring that it has all necessary rights

to upload the **Customer** Content to the System.

3.2 Equipment. **Customer** shall be responsible for obtaining and maintaining all video cameras and mounts, computer hardware, internet browsers and connections and other equipment needed for access to and use of the Application Services and all charges related thereto.

4. **Provider Obligations.**

4.1 System Delivery. **Provider** will be responsible for the set-up, configuration and hosting of the computer hardware, software, communications systems, network and other infrastructure necessary to host the System and permit **Customer** and its End Users to access and use the System. On a date mutually agreed by the Parties, **Provider** shall provide online access keys and/or secured user IDs with Documentation containing all necessary user instructions, which will enable **Customer** to access the System, establish accounts for its End Users, and access and utilize the Application Software and Application Services during the Term. **Provider** will deliver to **Customer** all necessary Documentation relating to **Customer**'s use of the System.

4.2 Professional Services. **Customer** may purchase certain Professional Services from **Provider** as set forth in Exhibit A and from time to time under individual Statements of Work. Professional Services and related fees shall be described in Exhibit A and any subsequent statement of work. If training is included in the Professional Services, **Provider** agrees to provide up to the number of hours of training set forth in Exhibit A or the Statement of Work. Unless otherwise agreed, training shall be provided via commercially available remote access format (Webex, Lync, etc.) in a single session at a time to be mutually agreed by the Parties.

4.3 Support Services. **Provider** agrees to provide Support Services to **Customer** and **Customer** employees as set forth in Exhibit A attached hereto. Support Services shall commence on the first day of the Subscription Term and shall continue for the duration of the Subscription Term set forth in Exhibit A, subject to payment of the Support Fees if not included in the License Fees. Renewals of Support Services shall occur upon renewal of the Subscription Term. **End Users** shall receive Support Services through **Customer** and **Customer**'s employees. **Provider** is not obligated to provide Support Services directly to **End Users**.

4.4 Security, Redundancy and Disaster Recovery. **Provider** warrants that all **Customer** Content loaded onto **Provider**'s Secured Server will be backed up regularly so as to safeguard against data loss. **Provider** shall use its best efforts to mitigate disruptions to the System and **Customer**'s access to and use of the System (including avoidance to extent possible, a downtime emergency), by ensuring that its redundant resources and other back-up solutions are updated and ready at all times including resources needed to implement its disaster recovery plan, and by immediately implementing same in the case of any Force Majeure Event (as herein defined). **Customer** Content shall be maintained on the system for up to 12 months. Any data older than 12 months may be deleted by **Provider** from the system on a monthly basis.

4.5 Machine Learning. Usage Data and Customer Content may be used to develop, train, or enhance artificial intelligence or machine learning models that are part of Provider's products and services, including third-party components of the Product, and Customer authorizes Provider to process its Usage Data and Customer Content for such purposes. However, (a) Usage Data and Customer Content must be aggregated before it can be used for these purposes, and (b) Provider will use commercially reasonable efforts consistent with industry standard technology to de-identify Usage Data and Customer Content before such use. Nothing in this section will reduce or limit Provider's obligations regarding Personal Data that may be contained in Usage Data or Customer Content under Applicable Data Protection Laws. Due to the nature of artificial intelligence and machine learning, information generated by these features may be incorrect or inaccurate. Product features that include artificial intelligence or machine learning models are not human and are not a substitute for human oversight.

5. **Fees and Taxes**

5.1 Fees. **Customer** shall pay to **Provider** the License Fees as consideration for the subscription license granted herein to the System, and, if separately charged, the Support Fees as consideration for the Support Services. The License Fees shall be collected based on the published rates of **Provider**. Updates to the published rates of **Provider** shall be submitted to **Customer** at least 60 days in advance of any change.

5.2 Payment Terms. Provider shall issue invoice to Customer within the first five (5) business days of each calendar month. Customer shall remit payment in full within twenty (20) days from the invoice date. Any payments not received within this period will incur a late fee of five percent (5%) of the outstanding balance.

5.3 **Taxes.** In addition to all charges specified in this Agreement, **Customer** shall pay for all federal, state, local or other taxes not based on **Provider's** net income, property or net worth, including, but not limited to, sales, use, privilege and property taxes, or amounts levied in lieu thereof, based on charges payable under this Agreement or based on the Application Services, its use or any services performed hereunder, whether such taxes are now or hereafter imposed under the authority of any federal, state, local or other taxing jurisdiction.

6. **Intellectual Property Rights.** All right, title, and interest in and to the System including, without limitation, all intellectual property rights in and to Application Services (excluding **Customer's** Content) all updates and upgrades to the System, and any derivative works and enhancements of the System shall belong solely to **Provider** and/or its applicable suppliers, without **Customer** reserving or otherwise having any rights therein whatsoever.

Representations and Warranties

6.1 **Mutual Representations and Warranties.** Each Party represents and warrants that it has all requisite corporate power and authority to enter into this Agreement, and that each Party is able to perform its obligations without violating applicable laws or third-party contracts.

6.2 **Customer's Content.** **Customer** represents and warrants that it stewards the **Customer** Content and/or has the right to use and upload the **Customer** Content onto the System. Any inaccuracy in **Customer** Content is the responsibility of Customer, and to the best of its knowledge, the **Customer** Content does not infringe or misappropriate the Intellectual Property

6.3 **Provider Intellectual Property.** **Provider** represents and warrants that it owns or has the right to license the Application Software and to provide the Application Services to **Customer** as described in this Agreement and to provide the Support Services and any Professional Services described herein without, to the best of its knowledge, infringing or misappropriating the Intellectual Property Rights of any third party.

6.4 **Security Warranty.** **Provider** warrants that at all times during a Subscription Term: (a) all applications and data uploaded or downloaded by **Customer's** Authorized Users to and/or from **Provider's** Secured Server and **Customer's** servers in connection with **Customer's** use of the Online Services will be protected by state of the art technology to defend against third party hackers, malicious online activity, and unauthorized access by internal and external users; (b) **Provider** will use a Secured Server; (c) **Provider's** Secured Server and the **Provider** Databases will be located in a physically secured, redundant data operations facility with security, fire, and disaster protection features customary in the industry, and industry standard security practices, which include redundant and back-up power supplies, and 24/7/365 monitoring and maintenance; and (d) **Provider** will employ industry standard practices to reduce the risk of a distributed denial of service attack, including: (i) ingress and egress filtering on core routers to guard against address spoofing; (ii) the use of private IP address space to shield core infrastructure components from the Internet; (iii) vigilant system patching procedures; and (iv) the use of load balancers to buffer connection requests. **Customer** acknowledges that **Provider's** hosting services are provided by a third party.

6.5 **Warranty Disclaimer.** EXCEPT AS SET FORTH ABOVE, **PROVIDER** MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR IN WRITING, AND **PROVIDER** DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **PROVIDER** DOES NOT WARRANT THAT USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL NON-MATERIAL ERRORS WILL BE CORRECTED.

7. **Consequential Damages and Limitation of Liability.** EXPRESSLY EXCLUDING DAMAGES ARISING FROM THE BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR (1) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) ANY AMOUNTS IN EXCESS OF THREE (3) TIMES THE FEES DUE TO **PROVIDER** FROM **CUSTOMER** UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

8. **Confidentiality.** Each Party agrees that it shall not disclose the Confidential Information of the other Party or of an End User to any third party or to any of its employees or agents except on a need-to-know basis, unless the disclosing Party or End User has consented to such disclosure in advance and in writing. **Provider** agrees that the **Customer** Content that is not publicly available and all other information of **Customer** and/or End Users that meets

the definition of Confidential Information as set forth herein shall be protected by **Provider** using the same degree of care it uses to protect its own such Confidential Information and in no event less than a reasonable standard of care with respect to the electronic and physical security of all Confidential Information uploaded to its Secured Server. **Provider** shall not use any Confidential Information of **Customer** or its End Users except for the purpose of providing the Application Services, Support Services, and Professional Services (if any), and to otherwise fulfill its obligations to **Customer** and the End Users under this Agreement. **Customer** shall likewise protect **Provider**'s Confidential Information using the same degree of care it uses to protect its own such Confidential Information and in no event less than a reasonable standard of care and shall abide by the terms of the license granted herein. These obligations shall survive the cancellation or other termination of this Agreement.

9. Indemnification.

9.1 By Customer. **Customer** agrees to indemnify, defend and hold harmless **Provider**, its affiliates and their respective directors, officers, employees and agents from and against all claims, allegations, suits and proceedings brought by a third party (collectively, "**Claims**") and all liabilities, damages, losses and expenses including attorneys' fees and cost of suit (collectively, "**Damages**") incurred by **Provider** or ordered to be paid to any third party claimant to the extent arising from or relating to (a) **Customer**'s breach of the license terms and conditions in Sections 2.1 and 2.2 of this Agreement or (b) the alleged or actual infringement of such third party's rights through publication of the **Customer** Content on the System.

9.2 By Provider. **Provider** agrees to indemnify, defend and hold harmless **Customer**, its affiliates and their respective directors, officers, employees and agents from and against any and all Claims and all Damages incurred by **Customer** or ordered to be paid to any third party claimant to the extent arising from (a) the alleged or actual infringement of a third party's rights through **Customer**'s use of the System in accordance with the terms of this Agreement, or (b) all third party Claims and Damages arising from a breach by **Provider** of its representations and warranties. .

9.3 **The foregoing obligations are conditioned on the party seeking indemnity (a) notifying the indemnifying party promptly in writing of such action, (b) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (c) cooperating with and, at the indemnifying party's reasonable request and expense, assisting in, such defense.**

10. Term and Termination

10.1 Agreement Commencement; Subscription Term. This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until terminated by either Party. This agreement will automatically renew on the 1st day of each month unless otherwise notified by **Customer** or **Provider** in writing.

10.2 Termination. Either Party may terminate this Agreement upon (30) days written notice.

10.3 Obligations upon Termination. Within thirty (30) days of the date this Agreement is terminated for any reason, **Provider** shall ensure that all copies of **Customer** Content and any End User data have been wiped from its Secured Server and all backup drives. Termination of this Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve **Customer** of **Customer**'s obligation to pay all undisputed Fees that accrued prior to such termination.

11. Miscellaneous

11.1 Severability. The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability; any such portion not enforceable shall not affect the remaining terms of this Agreement.

11.2 Independent Contractor. Each Party shall carry out its duties and obligations under this Agreement as an independent contractor and not as a joint venturer with the other Party or an agent of the other Party, and each Party's performance shall not be subject to supervision or control by the other Party but shall be subject solely to the terms of this Agreement.

11.3 Force Majeure. Any delays or failures by either Party hereto in the performance of its obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a "**Force Majeure Event**") including, without limitation, acts of God, war, whether declared or not, terrorism, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot

reasonably be controlled, prevented or mitigated by such Party.

11.4 Assignment. Neither Party may assign its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.5 Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Agreement represents the entire Agreement between the Parties.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and each of the parties hereto consenting the exclusive personal jurisdiction of the courts of Georgia as if they were personally present in such State.

11.7 Notices. All notices required or contemplated by this Agreement shall be in writing. Any notice to be given or served hereunder, by either Party shall be deemed given and received hereunder when delivered personally or three (3) days after being mailed certified mail, postage prepaid, to **Customer** or **Provider** at the addresses set forth hereinabove.

11.8 Effect Of Agreement: This Agreement shall constitute the entire Agreement between the contracting parties and no variance from or modifications to this Agreement shall be valid and enforceable unless published by **Provider** and noticed to **Customer** with an opportunity to modify or reject said variance or modifications in writing within 30 days of notice. This Agreement shall be binding upon and shall inure to the benefit of the **Customer** and the **Provider** and their respective successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together constitutes one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement to become effective _____.

For Customer:

For Provider

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

Exhibit A

Free Trial Period

Customer may use the system for a free trial until _____ with an unlimited number of Communities, Properties, and Users. Customer may cancel the agreement any time within the Trial Period at no cost.

License Fee

Monthly license fees for duration of engagement:

- \$10 per Community created in the system, plus
- \$0.10 per Property created in the system
- Costs are per inspection per month
- Fees will be calculated based on the numbers in the system on the last business day of a month and billed in the following month.

Customers may request to have Communities and Properties removed at any time. Fees for those removed items will apply through the end of the last month they were active in the system. Once removed from the system, the historical data for those items will be purged within 30 days.

Setup & Training

Initial Account Setup

- DrivePOV will set up the initial Customer admin and user accounts (up to the first 10 users) for no additional charge.

Training

- DrivePOV will provide one 30-minute virtual orientation and training sessions for the Admin user(s)
- DrivePOV will provide one 60-minute virtual orientation and training sessions for the regular users

Community and Property Setup

- If the Customer sets up their own Communities and Properties, there is no setup fee.
- If DrivePOV sets up the Communities and Properties for the Customer using data provided in Excel or CSV format, the cost will be a one-time fee of \$25 per Community

Support Service Fees

No Charge

- Provide help desk services (8:30 am – 5pm EST) for **Customer** employees.
- Provide online help for **Customer** and their End Users