

# PIVOTT SOFTWARE INC.

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”, “Master Agreement” or “MSA”) states the terms and conditions that govern the relationship and obligations between:

Pivott Software Inc (hereinafter referred to as “Company” or “Pivott”)  
and:

\_\_\_\_\_ (hereinafter referred to as “Customer” or “Client” interchangeably)  
(collectively the “Parties” to the Agreement or individually a “Party”)

WHEREAS the Customer desires a license to use the certain components of the Company’s contract management software for a fee and date specified in the Schedule of Fees herein; and

WHEREAS the Execution Date shall be the latter date of the Parties signing this Agreement.

WHEREAS all costs, fees, or expenses associated with the purchase, including but not limited to administrative, processing, transaction, compliance, third-party, or other ancillary fees, shall be borne solely by the Customer and shall not be charged, offset, imposed, or deducted from payments due to Pivott.

NOW THEREFORE in consideration of the mutual covenants and promises made by the parties hereto, the parties agree as follows that the following terms and conditions shall apply:

### 1. PURPOSE AND SCOPE

- 1.1. **Master Agreement.** This Master Agreement establishes the general terms and conditions to which the Parties have agreed in order to facilitate the licensing of Pivott software, other products and/or the provision of related services. All references to the “Agreement” wherever found shall include this Master Agreement, all Schedules, the Order Document and any attachments incorporated in the Schedules and the Terms of Use published on Pivott’s website.
- 1.2. **Incorporation of Schedules.** This Master Agreement shall fully incorporate by reference the terms and conditions found at [www.pivott.io/terms](http://www.pivott.io/terms) and [www.pivott.io/privacy](http://www.pivott.io/privacy) into these terms whereby such terms may be updated, from time to time, and communicated publicly. This public document includes our terms of use, privacy policy, and important policies related to indemnification, confidentiality, warranty, limitation of liability, insurance, intellectual property, and other promises that the Parties make to each other.
- 1.3. **Incorporation of Order Documents.** “Order Document” or “Schedule of Fees” means the document(s), regardless of its actual name, executed by the Parties which incorporates by reference the terms of this Master Agreement and applicable Schedules, and describes Client’s order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party EULAs, if any. At any time after execution of the initial Order Document, Client may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon Pivott’s receipt and acceptance of a new Order Document specifying the foregoing.
- 1.4. **Property Owner.** The Software is designed to be used for residential and/or commercial property management. If the Client is not the owner of such property or not the owner of all such properties for which the Software or any Service is utilized; but rather, Client is the manager for the owner of such property (with the non-Client property owner defined as “Owner”), then Client represents that Owner either: (i) is entering this Agreement directly in privity with Pivott; or (ii) is the duly appointed agent of the Owner and has the authority to enter into and perform the Agreement and use the Software and Services pursuant to the terms set forth in the Agreement. Client shall at all times be solely liable for the payment of all fees and the

observance of all obligations, terms and conditions of the Agreement, regardless of any action, inaction or non-payment by any Owner. Client shall keep Pivott apprised in writing at all times of the identity and contact information of the Owner, and if Client's relationship changes with respect to the Owner (by way of example and not by way of limitation, such as if Client's agency or management relationship with Owner terminates). If Client's relationship with an Owner or a particular property terminates for any reason, Client shall continue to be liable for any and all fees related to such Owner or property regardless of when such fees are billed by Pivott. Client shall immediately notify Pivott in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client, Owner or any of the properties, sites, or communities authorized for use of any Software or SaaS Service. Client shall undertake all reasonable efforts to assist in deactivating the ability of any such sold or transferred properties, sites and communities to use or benefit from any Software or SaaS Service. Client shall remain fully liable for the use of any Software or SaaS Service until proper notification is completed.

- 1.5. **Administrators.** For the purposes of this Agreement, "Administrators" means the individual so designated by Client on the Order Document. An Administrator has full administrative privileges for all Software and Services, including without limitation (i) creating, deleting or modifying databases or user accounts; (ii) creating, deleting, copying, restoring or requesting copies of databases; (iii) requesting security and audit reporting; (iv) security class modification; and (v) site modification. Once named, the Administrator(s) shall have sole authority to instruct Pivott and make decisions on behalf of Client regarding Client's use of the Software or Services. Pivott shall be entitled to rely upon any representation of the Administrator(s) without further verification of authority. Pivott may, from time to time, in its sole discretion, require written documentation of Client verifying the authority or continued authority of any Administrator, which Client shall provide upon request. At least one (1) Administrator must be a Designated Support Contact. An Administrator must be an employee of the Client.
- 1.6. **Client User.** For the purposes of this Agreement, "Client User" means a Client employee or Client Affiliate, acting directly on behalf of Client and using the Software or Services solely for the purpose of the Client's internal business operations. If an Affiliate is a Client User, Client warrants that it has the authority to bind such Affiliate(s) to the terms of the Agreement and any applicable Schedule and further warrants that Client shall be jointly and severally responsible (with any such Affiliates) for a breach of such terms by its Affiliates. Client shall only permit Client Users to access and use any Software or Service and represents and warrants that all Client Users shall comply with the terms and conditions of use set forth in this Agreement and each such Client User shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement. Client shall indemnify and hold Pivott harmless for all loss, damages, costs and expenses (including reasonable attorneys' fees) incurred by Pivott for any breach or other violation of this Agreement by a Client User. An independent contractor, agent or other third party acting on behalf of Client may be deemed a Client User upon prior written consent of Pivott, which Pivott shall determine in its sole discretion, and may require such independent contractor, agent or other third party to certify with or enter contractual terms with Pivott acceptable to Pivott. In no event shall the combined use of the Software or Services hereunder by Client and its Client Users exceed the Licensed Metrics authorized under the applicable Order Document.

## 2. LICENSE

- 2.1. **License Grant.** Pivott grants to Customer and the Client User a limited, non-exclusive, non-transferable license to access and use of app.pivott.io Vendor and Contract Management software products and services as stated on the Schedule of Fees and Order Documents. Restrictions on fair, intended, and reasonable use are further governed by Company's Terms of Use.
- 2.2. **License Term.** The license term shall be set forth in the Schedule of Fees. In the absence of a term, then the term shall be on a month-to-month basis with termination govern by the Termination clause of this Agreement.
- 2.3. **Limited License to Future Updates.** Unless specified otherwise, no explicit or implied license to future software or services, or derivatives thereof, is granted under this license. All updates and changes to the software and services after the Effective Date shall be considered out of the scope of this Agreement unless granted at the sole discretion of the Company for no additional fee or my mutual written agreement of the Parties for an additional fee.

### 3. FEES, PAYMENT; REFUND POLICY

- 3.1. **Fees and Payment Terms.** Fees are specified in the applicable Schedule of Fees. Payment of all fees is due thirty calendar (30) days after the invoice date, unless otherwise agreed in the Order Document. Fees are due in USD currency and payable by ACH, Credit Card, or check. Interest accrues on past due balances at the lesser of a one and a half percent (1½%) per month compounded or the highest rate allowed by law. Client is responsible for providing an accurate billing contact on the Order Document and updating that billing contact as needed from time to time such that Pivott always has an accurate billing contact for Client. If Client fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. Pivott will be entitled to suspend its performance upon calendar ten (10) days' written notice to Client and/or to modify the payment terms, and to require full payment before any additional performance is rendered by Pivott. Notwithstanding any of Pivott's rights enumerated in Master Agreement, if Client fails to timely pay applicable fees, Pivott shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable Order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys' fees) incurred by Pivott. Unless expressly provided otherwise, fees paid or payable for Software licenses, SaaS Services or Maintenance and Support are not contingent under any circumstances upon the performance of any Professional Services. Customer may dispute in good faith an invoice in writing within no more than 60 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. If an undisputed invoice is more than 30 days overdue, Pivott may, without limiting its other rights and remedies, provide 60 days' notice to suspend the Hosted Applications until such undisputed invoice is paid in full.
- 3.2. **Taxes.** Pivott's fees are exclusive of all sales taxes, levies, or duties imposed by taxing authorities on the Customer in their locale.
- 3.3. **Waiver of Fees to Pivott.** The Customer agrees that they shall not charge the Company any fees, costs, or expenses associated with the performance of this Agreement. Nor shall the Customer **cause** the Company any fees, costs, or expenses through any third party. In the event that the Customer breaches this provision, the Customer shall indemnify and hold harmless the Company from and against any and all liabilities and shall reimburse the Company all such fees plus 20% for administration.

### 4. TERM; TERMINATION

- 4.1. **Term.** The Agreement commences on the Effective Date and continues on a month-to-month basis until this Agreement is terminated.
- 4.2. **Termination.** A party may immediately terminate this Agreement for any reason upon 30 days written notice. Reinstatement of services may be subject to an additional setup fee and pricing which may deviate from fees herein. In the event of a cancellation of services which is later retracted before the effective date, the customer agrees to be invoiced and contracted for the entire period of actual usage or contracted period, whichever is larger. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Pivott prior to the effective date of termination.

### 5. GENERAL PROVISIONS

- 5.1. **Compliance with Laws.** Each party shall comply with all applicable laws and government regulations in connection with providing and using the Hosted Applications and/or Pivott Platform, including without limitation all applicable laws and regulations related to (i) export controls; (ii) any economic or financial sanctions or restrictions or trade embargoes imposed, administered, or enforced from time to time by (a) the Office of Foreign Assets Control of the US Treasury Department, the US State Department, or any other agency of the US government; (b) the United Nations, or (c) Canada; and (iii) anti-bribery and corruption.
- 5.2. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control (a "Force Majeure Event"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event. For the avoidance of doubt, a Force Majeure Event does not limit Customer's obligations to pay fees duly owed to Pivott. If the effects of the Force Majeure Event continue unmitigated for a period of 30 consecutive days, then either party may terminate this Agreement and/or any Order Form, upon written notice to the other party, and Pivott, as its

sole liability, shall refund any prepaid fees covering the remainder of the Subscription Term of the affected subscription after the effective date of termination.

- 5.3. **Notice.** Except as provided elsewhere in this Agreement, either party may give notice by written communication sent by next-day mail delivered by a nationally recognized delivery service: (i) if to Customer, to Customer's address on record in Pivott's account information or (ii) if to Pivott, to PO Box 931321, Atlanta GA, 31193-1321 or to info@Pivott.io. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing.
- 5.4. **Exclusive Remedies.** The parties agree that the remedies provided herein shall be the sole and exclusive remedies available to them with respect to any breach or failure to perform under this Agreement. No other remedy, legal or equitable, including but not limited to damages, injunctive relief, or rescission, shall be available to either party, except as expressly provided for in this Agreement.
- 5.5. **Limit of Liability.** The Company and its Licensors shall not be liable for loss of use, lost profit, cost of cover, loss of data, business interruption, or any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or related to the Service or this Agreement, however caused and regardless of the form of action, whether in contract, tort (including negligence) strict liability, or otherwise, even if such parties have been advised of the possibility of such damages. In no event will Company's aggregate cumulative liability for any claims arising out of or related to this Agreement exceed \$50.00 or the amount the recipient actually paid under this agreement (if any).
- 5.6. **No Warranty.** Pivott provides data extraction services ("Services") on an "as-is" and "as-available" basis. While Pivott employs reasonable efforts to ensure the accuracy and completeness of the data extracted, no warranty, express or implied, is made regarding the accuracy, reliability, or suitability of the extracted data for any purpose. It is solely the Customer's responsibility to review, validate, and confirm the accuracy and completeness of any data or information provided through the Services. Pivott disclaims all liability for errors, omissions, or inaccuracies in the data or for any decisions or actions taken based on the data extracted. By using the Services, the Customer acknowledges and agrees that Pivott shall not be liable for any direct, indirect, incidental, consequential, or other damages arising from the use of or reliance on the extracted data.
- 5.7. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 5.8. **Relationship of Parties.** For all purposes of this Agreement, the parties are deemed to be independent contractors of each other. It is expressly agreed that this Agreement and the relationship between the parties hereby established do not constitute a legal partnership, joint venture, agency, or contract of employment. Company may contract with subcontractors to perform work or otherwise perform any of Company's obligations under this Agreement, provided that Company shall remain fully liable to the Customer for the acts or omissions of any subcontractor, all of which shall be attributable to Company for all purposes under this Agreement, and no subcontractor shall be deemed to be a contractor, agent, or employee of the Customer.
- 5.9. **Governing Law, Jurisdiction and Dispute Resolution.** The Governing Law, Place of Jurisdiction, and locale of Dispute Resolution shall be determined according to which party is bringing action or complaint against the other: (i) If action brought forth by Company, then where the Customer is domiciled so long as the Customer is domiciled in the United States of America. Otherwise, where Pivott is domiciled. (ii) If action brought forth by Customer, then where Pivott is domiciled.
- 5.10. **Entire Agreement.** The Agreement and the Incorporated Schedules constitute the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. Modifications and amendments to this Agreement shall be

enforceable only if they are in writing and are signed by authorized representatives of both parties. Client hereby releases and discharges Pivott from any and all claims for relief, causes of action, or demands arising out of or in any way relating to any event, act or occurrence prior to the Effective Date of this Agreement. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each Party. All pre-printed terms of any Client purchase order or other Client business processing document shall have no effect. Each Party represents and warrants to the other that: (i) it has full power, authority, and legal right to execute, deliver, and perform this Agreement, (ii) each signor is duly authorized and has legal capacity to execute and deliver this Agreement and (iii) this Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

- 5.11. **Survival.** In the event of any provision of this Agreement being declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that reflects the original intent of the parties. The termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to termination. All material clauses, including but not limited to those pertaining to confidentiality, intellectual property rights, indemnification, and dispute resolution, shall survive termination of this Agreement and remain in full force and effect.

# SCHEDULE OF FEES

## Order Document

Unless otherwise stated, all fees are per our website: <https://www.pivott.io/pricing>  
Prices increase every year on January 1st by the greater of either 4% or inflation, as determined by the  
12-month trailing rate published by the US Department of Labour Statistics.

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# SIGNATURE PAGE

**ACCEPTED AND AGREED TO ON BEHALF OF PIVOTT SOFTWARE INC.:**

Signature

Date Signed

Print Full Name

Title

**ACCEPTED AND AGREED TO BY THE CUSTOMER:**

**My signature to this Agreement indicates that I acknowledge that I have read, understood and agreed to the terms of this Agreement, the Incorporated Schedules, and the Terms of Use hosted at [pivott.io/terms](https://pivott.io/terms), and I acknowledge that I have been given the opportunity and have been encouraged to seek legal advice with respect to this Agreement and have sought such legal advice or expressly declined to do so. I acknowledge that I have the capacity to enter into contractually binding agreements on behalf of Customer.**

Signature

Date Signed

Print Full Name

Title

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