

## CALIFORNIA AB 2747 SERVICES ADDENDUM

Esusu and Client hereby agree to supplement the Master Services Agreement (“**MSA**”) with this California AB 2747 Services Addendum (the “**California AB 2747 Addendum**”) containing the following terms and conditions related to the Services (as defined below), which shall be incorporated into the MSA and applicable Order by reference. Any capitalized terms used herein but not defined shall have the meanings given to them in the MSA. In the event of any conflict or inconsistency between the MSA and this California AB 2747 Addendum, this California AB 2747 Addendum shall control solely as it relates to the Services described in this California AB 2747 Addendum.

A. WHEREAS, effective April 1, 2025, California law, codified as Civil Code Section 1954.07 (and formerly referred to as Assembly Bill 2747) (“**AB 2747**”) requires landlords at many market-rate rental properties to offer residents obligated under the rental / lease agreement the option of having their positive rental payment information reported to at least one consumer reporting agency;

B. WHEREAS, such offer must be made (i) for residents entering into rental / lease agreements after on or after April 1, 2025 at the time such rental / lease agreement is entered into, (ii) for existing residents (those that entered into rental / lease agreements prior to April 1, 2025) by April 1, 2025, and (iii) thereafter, for all residents, on an annual basis (the “**Required Notices**”);

C. WHEREAS, effective January 1, 2025, California law, codified as Civil Code Section 1954.06 (referred to as Senate Bill 924) requires landlords of assisted housing developments to offer rent reporting on similar terms to Section 1954.07;

D. WHEREAS, Esusu operates a leading financial technology platform (the “**Esusu Platform**”) that enables, among other things, the reporting of Qualifying Users’ positive rental payments to the Bureaus; and

E. WHEREAS, Client wishes to satisfy its obligations under Civil Code 1954.06 or .07, as applicable, by providing the Required Notices to by providing the Required Notices to its residents and referring them to Esusu to utilize Esusu’s Services (as defined below) through the Esusu Platform, and Esusu is willing to accept such referrals upon the terms and subject to the conditions provided below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Esusu and Client hereby agree as follows:

1. **Definitions.** In addition to the defined terms set forth in the MSA, the following terms shall have the following meanings when used herein:
  - a. “**Affiliate**” means with respect to a Party, any person or entity that owns or controls, is owned or controlled by, or is under common control or ownership with that Party, where “control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
  - b. “**Bureaus**” means those national consumer reporting agencies that accept rental payment data from Esusu (currently Equifax, Experian, and TransUnion).
  - c. “**Client Link**” means any commercially reasonable means or method provided by Esusu to Client which is used to refer and track the referral of Client Users to Esusu, such as a

referral code to be provided to Client Users or a customized URL for use in the Client Notices.

- d. “**Client Notices**” means the notices and election forms sent by or on behalf of Client or its Affiliate(s) designed to satisfy the Required Notices requirement of Civil Code 1954.06 or .07, as applicable.
- e. “**Client User**” means a resident obligated under a rental / lease agreement with Client or one of its Affiliates subject to the requirements of Civil Code 1954.06 or .07, as applicable.
- f. “**Launch Date**” means the date following the Effective Date that the Parties mutually agree to make the Client Link available in the Client Notices.
- g. “**Qualifying User**” means a Client User that, following receipt of a Client Notice, opts in to the Services, agrees to Esusu’s terms and conditions, and satisfies Esusu’s generally applicable enrollment criteria as the same may exist from time to time.
- h. “**Services**” as used herein includes (i) the verification of Qualifying User identities, (ii) the formatting of Qualifying Users’ positive rental payment information into Metro 2® format, (iii) the monthly reporting thereof to the Bureaus, (iv) customer service, (v) the management of Qualifying Users’ credit report information disputes with the Bureaus, and (vi) any other related services, accessible via the web and/or a mobile application, that Esusu elects in its sole discretion to provide to all individual Esusu subscribers from time to time, such as access to credit reports, credit and financial education, and other services and programs focused on financial support and well-being.

2. **Obligations of Esusu.** Esusu shall:

- a. Provide to Client the following:
  - i. an Esusu logo and description of the Services and the Client Link;
  - ii. a form of notice and election form designed to satisfy the requirements of Civil Code 1954.06 or .07, as applicable, to be reviewed and customized by Client in order to send the Client Notices.
- b. Use commercially reasonable efforts to provide the Services to all Qualifying Users that are referred to Esusu via the Client Link in accordance with Esusu’s standard terms and conditions. Client acknowledges that Esusu reserves the right to suspend or terminate any Services to any Qualifying User under the circumstances described in Esusu’s terms and conditions.
- c. Provide access to mutually agreed-upon reporting which includes, at a minimum, a list of the Qualifying Users enrolled in the Services during a given period.

3. **Obligations of Client.** Client shall:

- a. Effective upon the Launch Date, include Esusu’s name and logo, the Client Link, and the description of the Services provided by Esusu (together with any Esusu-provided disclaimers) in the Client Notices.

- b. Customize, review and send the Client Notices.
  - c. Promptly respond to any requests from Esusu for instructions, information, data, or approvals reasonably required by Esusu to provide the Services.
  - d. Only use the Services for the purposes provided herein and only in accordance with any additional reasonable written instructions provided by Esusu.
4. **No Warranties.** Client acknowledges that Esusu is not a law firm and is not authorized to perform services performed by an attorney. The Services and all materials, documents or forms provided on or through Client's use of the Services are only intended to give Client a general understanding of Esusu and its counsel's interpretation of Civil Code 1954.06 or .07, as applicable, and to provide general resources to Client to prepare its own customized legal documents. Client acknowledges and agrees that it is solely responsible for ensuring that its use of the Service complies with all applicable federal, state, local, and international laws, regulations, and standards ("**Applicable Law**"). At no time does Esusu review any such legal documents for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply Applicable Law to the facts of Client's particular situation. Client should have its own legal counsel customize and review any and all legal documents prior to the use by Client for compliance with Applicable Law. Esusu shall not be liable for any failure by the Client to comply with Applicable Law. In recognition of the foregoing, the Parties agree that the following provision shall apply to the Services provided under this California AB 2747 Addendum in lieu of Section 5 of the MSA:

THE ESUSU PLATFORM, THE SERVICES, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH CLIENT'S USE OF THE ESUSU PLATFORM OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ESUSU EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5. Limitation of Liability; Indemnification. The Parties agree that Section 10 of the MSA shall not apply to the Services provided under this California AB 2747 Addendum and that the following provision shall apply to the Services provided under this California AB 2747 Addendum in lieu of Section 9 of the MSA:

IN NO EVENT SHALL ESUSU BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ESUSU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.