

RESIDENT FINANCIAL SOLUTIONS ADDENDUM TO MSA

Esusu and Client hereby agree to supplement the Master Services Agreement (“**MSA**”) with this Resident Financial Solutions Addendum (the “**Resident Financial Solutions Addendum**”) (f/k/a Rent Reporting Services 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 Resident Financial Solutions Addendum, this Resident Financial Solutions Addendum shall control solely as it relates to the Services described in this Resident Financial Solutions Addendum.

A. WHEREAS, Client or its Affiliate owns, licenses or has the right to access and use a property management system or other platform and/or service which processes and stores information about individuals renting residential properties located in the United States (the “**Client Platform**”);

B. WHEREAS, Esusu operates the leading financial technology platform and service that enables renters living in residential buildings located in the United States to report on-time rental payment data to national consumer reporting agencies to help build and establish their credit profiles and provides other services focused on financial support and well-being (the “**Esusu Service**”); and

C. WHEREAS, Client wishes to provide Client Renters (as defined below) with access to the Esusu Service.

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. “**Additional Data Participant**” means (i) any federal, state, government-sponsored enterprise (GSE) or private entity that is paying Fees for the Esusu Service on Client’s behalf, and (ii) any Client Affiliate, lender, co-owner, co-borrower, investor, or other individual or business that has a financial interest or other Environment, Social and Governance (ESG) or charitable/NGO interest in monitoring residents’ overall progress that is identified by Client as an “Additional Data Participant” in an applicable Order.
- b. “**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.
- c. “**Bureaus**” means those national consumer reporting agencies who accept rental payment data from Esusu (currently, Equifax, Experian, and TransUnion).
- d. “**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.
- e. “**Client Renter**” means a tenant at a Contracted Property whose Renter Data is stored in the Client Platform.
- f. “**Contracted Properties**” means (i) initially, those properties listed from time to time as “Properties to Receive Rent Reporting Services” on Annex I to an applicable Order, and (ii) thereafter, those properties reflected in Esusu’s books and records from time to time as being included in this Agreement (which books and records shall be determinative, absent manifest error), reflecting those added to or removed from the Agreement by the Client in accordance herewith.
- g. “**Data Processing Addendum**” means the Data Processing Addendum to the MSA.
- h. “**Deidentified**” shall have the meaning given to such term in the Data Processing Addendum.

- i. **“Esusu App”** means, collectively, Esusu’s financial health mobile and web applications available for iOS and Android devices.
 - j. **“Esusu Dashboard”** means the web-based portal made available by Esusu for Client to view Impact Reports and to access other products and services made available therein from time to time.
 - k. **“Impact Report”** means a report containing Deidentified data regarding rent reporting metrics, rent relief metrics and credit score impact data.
 - l. **“Qualifying Renter”** means a Client Renter that resides at a Contracted Property in the Territory, satisfies Esusu’s generally applicable enrollment criteria as the same may exist from time to time, and who Client and Esusu agree is eligible to receive the Esusu Service.
 - m. **“Renter Data”** means any and all information regarding a Client Renter provided to Esusu directly or indirectly by Client in connection with this Agreement.
 - n. **“Services”** means those services to be provided by Esusu to Client set forth on Annex I.
 - o. **“Support Hours”** means 9 a.m. through 5 p.m., ET, Monday through Friday, on each Business Day.
 - p. **“Territory”** means the United States and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.
2. Client Authorization for Rent Reporting. Client authorizes Esusu to access the Renter Data and act as Client’s agent for purposes of furnishing the Renter Data, including Qualifying Renters’ positive rental payment history, to the Bureaus. This Resident Financial Solutions Addendum is only applicable to Contracted Properties. Client may add additional properties as Contracted Properties by (a) executing an additional Order, or (b) by proposing the addition of such properties to Esusu in writing (which may be by email) and receiving consent to the addition of such properties from Esusu in writing (which may be by email). Client may remove properties as set forth in Section 5(f).
3. Obligations of Esusu. Esusu shall:
- a. Calculate and provide an invoice to Client (or a third party sponsor) in accordance with the MSA for any and all Fees payable by Client (or such third party sponsor) based upon the applicable Order.
 - b. In consideration for payment of all Fees set forth in the applicable Order when due, provide the Services.
 - c. Process the Renter Data in a timely manner; provided that Esusu shall not be responsible for delays in the provision of the Services or any portion thereof caused by Client’s failure to timely provide accurate Renter Data, information, or responses, reasonably requested or required by Esusu.
 - d. Use commercially reasonable efforts not to furnish to the Bureaus Renter Data that it knows or has reasonable cause to believe is inaccurate.
 - e. Process Renter Data in accordance with the Data Processing Addendum.
 - f. At all times during the Term, maintain at least the following insurance: (i) Commercial General Liability (\$1,000,000 occurrence / \$2,000,000 aggregate); and (ii) E&O / Cyber (\$5,000,000 per occurrence / \$5,000,000 aggregate).

- g. Obtain, and at all times during the Term maintain, all necessary licenses and consents and comply with all Applicable Laws in connection with the performance of the Services.

4. Obligations of Client. Client shall:

- a. Where Client has agreed in the applicable Order to pay Fees, pay all invoiced Fees in accordance with the MSA.
- b. Promptly sign the Equifax Data Contributor Agreement in the form attached hereto as Exhibit A (the “**Equifax Agreement**”), which is required in order for Esusu to be able to report Client’s Renter Data to Equifax. Esusu agrees that in addition to its indemnification obligations set forth in Section 10.1 of the MSA, Esusu shall indemnify, defend, and hold harmless Client’s Indemnified Parties against any and all Losses arising out of or relating to any Action brought by Equifax arising out of or resulting from Esusu’s unauthorized use of the “Consumer Information” as defined in the Equifax Agreement.
- c. Within thirty (30) days after the Effective Date of the applicable Order, undergo, or direct its property manager to undergo, a virtual inspection (a “**Virtual Credit Inspection**”) to credential the primary physical location (the “**Principal Address**”) that is responsible for furnishing Renter Data to Esusu. Client shall promptly notify Esusu upon a change in the Principal Address and agrees to promptly undergo, or direct its property manager to undergo, another Virtual Credit Inspection in order to avoid a disruption in the Services. Client agrees that in addition to the termination rights set forth in the MSA, Esusu may immediately terminate this Resident Financial Solutions Addendum if Client or its property manager (as applicable) refuses to undergo, or fails to pass, a required Virtual Credit Inspection. Upon such failure or refusal, the Virtual Inspection Fee and Fees for any Services rendered through the termination date shall be immediately due and payable to Esusu.
- d. Use commercially reasonable efforts throughout the Term to promote the availability of the Esusu Service to the Client Renters. Client represents and warrants that the description of the Esusu Service and any such promotional materials used shall be either (A) substantially as provided by Esusu or, (B) to the extent changed or supplemented by Client, consistent with Esusu’s guidelines, accurate, and compliant with Applicable Law.
- e. Notify Client Renters that their on-time rent payments are being reported to the Bureaus by Esusu, as required by Applicable Law. If Client engages Esusu to handle the required notifications on its behalf, and Esusu is not able to or is not authorized to contact Client Renters via electronic means, Esusu reserves the right to charge Client a physical mailer fee in the amount of \$5 per Client Renter.
- f. Clearly and conspicuously communicate to the Qualifying Renters the address provided by Esusu for disputing the accuracy of information reported by Esusu on behalf of Client.
- g. Provide Renter Data to Esusu and update the same no less frequently than at monthly intervals, unless otherwise agreed in writing with Esusu, in the form and manner required by Esusu and communicated to Client from time to time during the Term of the applicable Order.
- h. Use commercially reasonable efforts not to provide to Esusu Renter Data that it knows or has reasonable cause to believe is inaccurate.
- i. Promptly (i) respond to any requests from Esusu for instructions, information, data, or approvals reasonably required by Esusu to provide the Services, and (ii) assist in replying to consumer inquiries and compliance audits with respect to Renter Data requested by the Bureaus. Client understands that responses to such inquiries are time sensitive and that such obligation shall survive the termination of the Agreement.

- j. Only use the Services for the purposes set forth herein and only in accordance with any additional reasonable written instructions provided by Esusu.
- k. Obtain, and at all times during the Term maintain, all necessary licenses and consents and comply with all Applicable Laws in connection with the performance of its obligations under the Agreement.

5. Miscellaneous Terms.

- a. Each Party acknowledges that the FCRA imposes data accuracy and other responsibilities on all persons who furnish information to the Bureaus. These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2, a summary of which can be found [here](#). The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at consumerfinance.gov/learnmore.
- b. Client acknowledges that (i) it is only contracting Esusu to report positive rental payment information, and (ii) Renter Data furnished to the Bureaus shall be retained and remain the property thereof.
- c. Client hereby grants Esusu permission to and directs Esusu to share Client Impact Reports and other information regarding this Agreement with each Additional Data Participant. Esusu hereby disclaims any and all liability that may result from sharing such information with any Additional Data Participant. Client agrees that Esusu may, but shall not be required to, require an Additional Data Participant to enter into a separate agreement with Esusu as a condition to and prior to receiving such information.
- d. Client agrees that unless otherwise provided in an Order, it may not charge, or permit any third-party to charge, any Client Renter for the Services without Esusu's prior written consent.
- e. Client agrees that Esusu shall not be responsible for, and agrees to promptly reimburse Esusu for, any of the following amounts (to the extent applicable): any fee charged to Esusu by any of Client's partners or service providers, including but not limited to property management companies / property management systems, vendor management systems, and/or any of their consultants, advisors, service providers, agents, or any other third-party, that Client deems necessary to be paid to implement the Services for Client.
- f. In the event that a Contracted Property is sold to an unaffiliated third-party ("**Sold Property**"), Client may terminate the Services with respect to the Sold Property by providing Esusu with 30 days' written notice of the termination (which may be via email) and paying a sold property fee ("**Sold Property Fee**") in an amount equal to three months of Services (calculated solely with respect to the units attributed to the Sold Property).
- g. Except where this Agreement has been terminated by Esusu for material breach, Esusu shall provide reasonable cooperation and assistance to Client, upon Client's written request and at Client's expense, in Client's transition to a new supplier.

6. Additional Terms Relating to Esusu Pay. Esusu has partnered with one or more financial institutions (each, a "**Financial Institution**") to offer Client Renters access to lending products. These products help Client Renters make their rental payments over time ("**Esusu Pay**"). Client agrees to use commercially reasonable efforts to work with Esusu to roll out Esusu Pay to its Client Renters within 90 days of the Effective Date. The terms and conditions in subsections (a) through (d) below shall only apply if and when Client rolls out Esusu Pay to its Client Renters.

- a. To operate Esusu Pay, Esusu works with a banking partner (the "**Bank Partner**") (currently Lead Bank). Bank Partner provides payment services, including holding an account for the benefit of Esusu's landlord clients, including Client (the "**FBO Account**"), in accordance with this Section 6.

The FBO Account is an omnibus account, which means Bank Partner holds funds for multiple landlords in one account. Bank Partner controls the FBO Account. Esusu has no interest in the funds in the FBO Account.

- b. When each Client Renter signs up and is approved for Esusu Pay, the relevant Financial Institution makes payments on behalf of such Client Renter. Esusu accepts and processes these payments on Client's behalf. The funds are initially held in the FBO Account for Client's benefit. Esusu then transfers the settled funds to Client's designated bank account. These particular services provided by Esusu are referred to herein as the "**Payment Collection Agent Services**".
- c. In order for Esusu to be able to provide the Payment Collection Agent Services, Client hereby appoints Esusu as its limited payment collection agent. This appointment is only for providing the Payment Collection Agent Services. Esusu agrees to act as Client's limited payment collection agent for that purpose only. Client authorizes Esusu to transfer the settled funds (received from Financial Institutions on behalf of Client Renters) from the FBO Account to Client's bank account as soon as reasonably practicable, accounting for any reversal windows. Client also authorizes Esusu to make credit and debit entries to correct any errors. Client can revoke these appointments and authorizations at any time by giving 30 days' prior written notice to Esusu. The revocation becomes effective after the final authorized payment to Client.
- d. Both Client and Esusu acknowledge that neither Client nor Esusu are acting as a lender in connection with Esusu Pay. The Financial Institutions originate the lending products. All lending is subject to each Financial Institution's discretion and underwriting. Esusu makes no representations or warranties about the lending products or their availability to Client Renters. Esusu is not a bank or depository institution. Esusu does not provide banking services. All banking and money transmission services are provided by Bank Partner.

ANNEX I

As used herein, "**Services**" means:

- (a) **System Integration Services:** connecting the Client Platform with the Esusu Platform via Property Management System Exchange API (for existing integrations) or (only if approved by Esusu in advance) via ingestion of a properly formatted .CSV file so that data reporting can be efficiently undertaken.
- (b) **Rent Reporting Services:** (i) the verification of Qualifying Renter identities, (ii) the formatting of Qualifying Renters' positive rental payment information into Metro 2® format, and (iii) the monthly reporting thereof to the Bureaus.
- (c) **Customer Support Services:** (i) remotely monitoring, maintaining, and troubleshooting the Esusu Dashboard to ensure its proper operation; (ii) providing resources for training and support for property management and leasing staff, and (iii) providing technical support to Client during Support Hours.
- (d) **Dispute Management Services:** providing support channels for (i) Qualifying Renters to dispute in writing the accuracy or completeness of their rental data reported to any Bureau by Esusu, and (ii) joint investigation and resolution together with Client of each dispute via a web-based system called [e-OSCAR](#) in compliance with Applicable Law.
- (e) **Impact Reporting Services:** provision of periodic Impact Reports via the Esusu Dashboard.
- (f) **Esusu Pay - Payment Collection Agent Services:** As set forth in Section 6 (if applicable).
- (g) **Other Services:** other related services and programs focused on financial support and well-being, such as access to financial and data tools, proptech or fintech services, credit reports, credit and financial education, that Esusu elects in its sole discretion to provide at no additional charge from time to time to Client via the Esusu Dashboard and/or Qualifying Renters via the the Esusu App.

Exhibit A
[Equifax Agreement]

DATA CONTRIBUTOR AGREEMENT

This Data Contributor Agreement ("Agreement") is entered on _____ (the "Effective Date"), by and between Equifax Information Services LLC ("Equifax") and _____ ("Contributor"). This Agreement shall remain in full force and effect, and constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter of the Agreement.

I. _____ AGGREGATOR AUTHORIZATION

Contributor represents that Esusu ("Aggregator") is authorized and entitled to report consumer account information (the "Consumer Information") to Equifax, acting as an agent on Contributor's behalf, for the purpose of providing updated and current account information to Equifax regarding individual consumers who have made rental payments to Contributor (the "Reporting Services"). Contributor will ensure that Aggregator will only use the Consumer Information strictly as necessary to report such Consumer Information to Equifax and will not use the Consumer Information for any other purpose. In addition, Contributor shall employ commercially reasonable oversight to ensure that Aggregator maintains adequate safeguards to ensure the security, confidentiality and protection of Consumer Information. That oversight will include, but not be limited to, entering into and maintaining an enforceable agreement with Aggregator for the provision of the Reporting Services. Notwithstanding anything to the contrary in the Agreement, Contributor will at all times be responsible for and remain liable to Equifax for any and all damages of any kind or nature whatsoever that may arise from or relate to the acts or omissions of Aggregator. Contributor acknowledges and agrees that Contributor is solely liable to compensate Aggregator for the Reporting Services. Contributor will immediately notify Equifax in writing if Aggregator ceases to be an agent authorized to report Consumer Information on Contributor's behalf.

II. _____ REPORTING OF ACCOUNT INFORMATION

Contributor agrees to permit Aggregator to provide Contributor's account information to Equifax and Contributor will prepare and deliver to Aggregator for delivery to Equifax, each month and at Contributor's expense, its most current account information on consumers that have rental payment accounts with Contributor (the "Information") in a mutually agreeable form and medium. Without limiting the generality of the foregoing, Contributor will encrypt all Information as directed by Equifax, and further, with respect to the Information, Contributor agrees to comply with such other data security policies as Equifax may from time to time make known to Contributor in writing. For avoidance of doubt, Contributor understands and agrees that its compliance with the security policies of Equifax will not relieve Contributor of the obligation to observe any other or further contractual, legal, or regulatory requirements, rules or terms applicable to the security of the Information, nor does Equifax assume any responsibility or liability for the security of the Information prior to the time Equifax receives it. At its expense, Equifax may incorporate the Information into Equifax's computerized credit reporting system. Contributor acknowledges and agrees that Equifax will not return any physical media if that is the method of delivery used to provide the Information to Equifax. Equifax will destroy all such physical media through the use of reasonable procedures designed to assure that it cannot be practicably read or reconstructed. Information so incorporated will cease to be the property of Contributor and will become the property of Equifax in order for Equifax to engage in the business of providing consumer reports and other products and services (including but not limited to list editing, list extracting and model building services for risk control, and for the purpose of Equifax's consumer relations obligations); provided, however, Equifax will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and will not use or disclose any Information that Contributor furnishes to Equifax through Aggregator on Contributor's consumers or customers other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations. Contributor will notify Aggregator promptly upon learning that Information supplied is inaccurate or incomplete. Contributor will provide Aggregator with any corrections or additional information necessary to make the Information supplied complete and accurate and will implement procedures to avoid re-reporting Information that is inaccurate. Contributor may be liable under state or federal law if Information furnished is false or furnished with malice or willful intent to injure the consumer or with conscious indifference to potential inaccuracies.

Contributor:

By:

Name:

Title: