

THE KNOX PROGRAM

Master Service Agreement

This Master Service Agreement for the Knox Program (the “MSA”), dated as of the Effective Date above between Homeowner and Knox Holding Corp (“Knox”), incorporates the Terms and Conditions attached in Exhibit I. This MSA and Exhibits are together referred to herein as the “Agreement.” Please read this Agreement carefully as it contains important information about your legal rights, remedies and obligations. By enrolling in the Knox Program, you agree to comply with and be bound by this Agreement.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND KNOX THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY THE SECTION ENTITLED “DISPUTE RESOLUTION” IN EXHIBIT I FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

Capitalized terms used in this MSA and not defined shall have their respective meanings set forth in the Exhibit I.

Homeowner owns that certain real property and the Home and personal property therein located at the Address (collectively, the “Property”).

Knox is engaged in the business of providing the Knox Frictionless Ownership Platform (“KFOP”). The KFOP is a technology and service platform that facilitates the relationship between the Homeowner and Tenant, supports Tenant during their tenancy, provides cash flow management as well as bookkeeping, insurance, maintenance issue routing, and other operational items. Homeowner desires to engage the KFOP, upon all the terms and conditions set forth in this Agreement. Homeowner shall also participate in Knox’s Insurance Program, pursuant to which Knox will procure casualty and liability insurance policies with coverage appropriate for the Property.

In consideration of the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Appointment. Homeowner hereby engages Knox as an independent contractor, subject to the terms of this Agreement, and grants to Knox the exclusive right and authority to facilitate the KFOP during the Term. Knox hereby accepts such engagement and agrees to use reasonable efforts and due care in the performance of its duties hereunder.

2. Knox Home Management Service. Knox and Homeowner agree that Knox will facilitate the following services on Homeowner’s behalf during the Term:

a. Lease the Property. Using the process set forth below, Knox will use commercially reasonable efforts to find and secure an appropriate and qualified tenant(s) (“Tenant”) as per Section 2(vii).

(i) Within fifteen (15) business days following full execution of the Agreement by Knox and Homeowner, Knox or a contractor will come to the Property for the purpose of taking photographs of the Property, assessing the physical condition of the Property, and determining whether any repairs, replacements or maintenance (the “Initial Prep”) need to be performed prior to listing the Property for lease. (****This inspection will not include an assessment of the legality, illegality or compliance of the Property with any Federal, State, or local laws.****) In the event Initial Prep is required prior to listing the Property, Knox will inform Homeowner in Writing of the need for such work and Homeowner will then cause such Initial Prep to be performed. At Homeowner’s request, Knox or its assignee will provide an estimated cost for the Initial Prep and with Homeowner approval, Knox will cause the Initial Prep to be performed. This Initial Prep will not include any staging. The Initial Prep will be paid for with funds placed in Reserve as defined below in Section 2(b). After the completion of the Initial Prep, Homeowner represents and warrants that the Homeowner will maintain the Property in the same or better condition until the initial Tenant(s) take occupancy of the Property. If following the introductory assessment, Knox determines in its sole discretion that the Property is physically inappropriate for the KFOP, Knox will notify Homeowner in Writing (which may be via email) of such determination. Knox shall return all Reserve Funds to Homeowner within ten (10) business days following the date of such notice and this Agreement shall terminate and no longer be in further force and effect as of the date of such notice from Knox, except that those provisions that expressly survive expiration or earlier termination shall so survive. Knox’s obligation to return the Reserve Funds as set forth in this Agreement shall survive such termination.

(ii) Following performance of the Initial Prep, Knox, shall set the rental rate and all other material terms on which the Property will be marketed and leased, list the Property as available for lease with an appropriate listing service(s) and otherwise market the Property using the photographs. Knox will determine what marketing strategies to utilize and the amount of the budget for same, to appropriately offer the Property for lease.

(iii) In addition to other authority granted by this Agreement, Homeowner authorizes Knox to: (1) advertise the Property by means and methods as Knox determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet; (2) place a “For Rent” or “For Lease” sign on the Property which shall include information regarding Knox and its service(s) and remove all other signs offering the Property for rent, lease or sale, where permitted; (3) furnish comparative marketing and lease information about other properties to prospective Tenant(s); (4) disclose the rent price and terms of lease to other real estate professionals; (5) in response to inquiries from prospective Tenant(s) and other real estate professionals, disclose whether the Homeowner is considering more than one offer; (6) advertise, during or after the termination of this Agreement that Knox and its service was instrumental in renting the

Property; and (7) place information about the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction may receive, view, and input information).

(M) Upon the execution of this Agreement, the Homeowner will, as soon as reasonably practical, but in no case longer than three (3) business days after execution, cease and terminate all current or 3rd party marketing activities and agreements, including, but not limited to the removal of all listings, pictures and marketing materials. In addition, the Homeowner agrees to transfer any current or future leasing activity, leads or prospective tenants exclusively to Knox.

(V) The Knox team will facilitate showings to prospective Tenant(s) who, in Knox's reasonable judgment, may be desirable Tenant(s). If Property is unoccupied, Homeowner agrees to deliver and maintain the Property in broom clean condition as per Section 2(i). If Homeowner is still occupying the Property during such showings, Homeowner agrees to fully cooperate with Knox in scheduling the showings and shall endeavor to keep the Property and all personal belongings in clean and neat condition. If Knox, in its sole discretion, deems the Property as a whole and/or any item therein to be unmarketable or in unsatisfactory condition, Homeowner shall have the property and/or item(s) professionally cleaned at the Homeowners sole expense within five (5) business days' notice from Knox. Failure of the Homeowner to have the Property professionally cleaned as contemplated aforesaid, will constitute an Event of Default as per Section 6. Homeowner recognizes that it may not be possible and/or practical for showings of the Property to occur during normal business hours. Nonetheless, Homeowner agrees to make all reasonable efforts to accommodate Knox in the showing of the Property.

(vi) Key box: A key box is a locked container placed on the Property that holds a key to the Property. A key box makes it more convenient for Knox to show, inspect, or repair the Property. The key box is opened by a special combination, key, or programmed device. Knox may enter the Property, at any time during the term of this agreement.

(1) Knox is authorized to place a key box on the Property.

(vii) Knox will facilitate the completion of a rental application from the prospective Tenant(s) and Knox will perform commercially reasonable due diligence, including running credit and background checks and contacting the prospective Tenant(s) personal references and/or any prior landlords through third-party contractors to the extent permitted by applicable law, and Knox expressly disclaims warranties of any kind, either express or implied, about the completeness, accuracy or reliability of such checks.

Knox will notify Homeowner when it has identified a desirable prospective Tenant(s) and will deliver to Homeowner via electronic signature service a lease signed by Tenant(s) (the "Lease"). Homeowner will have a reasonable opportunity to approve each Tenant(s) recommended by Knox, which such approval shall not be unreasonably withheld, conditioned or delayed. Upon request, back-ground information collected for the

prospective Tenant(s) will be presented. Homeowner may also request, and Knox will provide a list of comparable rentals for review. The Lease will be presented on Knox's standard form. Homeowner will have two (2) business days to review and/or have reviewed by an attorney at Homeowner's sole expense, to countersign and return the Lease to Knox. Knox will collect the first month's rent and security deposit from the Tenant(s) at the time Tenant(s) signs and returns the Lease.

(viii) Knox will coordinate the move-in process and verify the transition of utilities with each Tenant(s).

b. Establish Reserve. The Homeowner agrees to establish a reserve for the purpose of funding expenses on the Property as and when required. The minimum reserve amount is Three Thousand Dollar (\$3,000) and will be based on the estimated dollar value of two (2) to three (3) months of operating expenses for the Property as recommended. (the "Reserve"). Homeowner agrees that Homeowner shall pay Knox for deposit into Reserve the amount, as calculated upon execution of this agreement. In addition, Homeowner agrees the Net Income (as defined in Section 2(k) below) shall remain in Reserve. This will establish the minimum amount to be held in Reserve for the Property during the term of this Agreement (the "Minimum Reserve").

Together with the Minimum Reserve, Homeowner shall deposit into the Reserve the actual or estimated cost (depending on whether the work has been completed) of the Initial Prep. In the event the Initial Prep has not yet been completed prior to funding of the Escrow, Homeowner shall deposit into Reserve the amount of the estimate of the cost of such work, as determined in Section 2(a)(i) above. In the event the actual cost of the Initial Prep is higher than such estimate, Homeowner shall within five (5) business days following Knox's delivery of an invoice(s) for the completed Initial Prep showing such cost, deposit into the Reserve the amount necessary to fully pay for the Initial Prep.

If the Property becomes vacant during the Term of the Agreement, Knox shall use the Reserve to pay for the Home Expenses.

c. Replenishment of Reserves. Once the Minimum Reserve is funded, Homeowner will not be required to make any further deposits into the Reserve, except in the event of:

- (i) the need for a Major Repair as set forth in Section 2(j) below
- (ii) any time the Reserve falls below half the Reserve Minimum.

If at any time, the Reserve falls below half the Reserve Minimum, Homeowner shall deposit into Reserve the difference between the Reserve Minimum and the current balance.

d. Information Transfer.

(i) Expenses. Within five (5) business days of executing the Agreement, Homeowner shall provide Knox with current copies of all mortgage statements, real estate

tax bills, special assessments, condominium and HOA statements, utilities bills, and any other information for the subject Property reasonably requested by Knox, in order to determine all carrying costs associated with the Property (collectively, "Home Expenses"). Homeowner hereby represents and warrants that all such information provided to Knox to determine the Home Expenses shall be accurate, comprehensive, and when taken together, will include all regularly scheduled expenses associated with the Property.

(ii) Insurance. Within five (5) business days of the execution of the Agreement, Homeowner will provide all requested information for establishing current insurance with Knox.

(iii) Current Occupants. Within five (5) business days of execution of the Agreement, Homeowner shall provide Knox with current contact information for all Tenant(s), if applicable, who currently reside in any of the units. Contact information shall include full name, email, and telephone number. Homeowner will also provide copies of all active leases for all currently leased units. If a Tenant(s) resides in a unit without a lease in place, homeowner will provide all details of such occupancy.

e. Collect Rent; Pay Home Expenses; Prepare Statements.

(i) Knox shall collect all rents and all sums due from Tenant(s), whether these rents are for a pre-existing lease or a new Lease, and place such sums into Homeowner's Reserve account. After the Transition Date, if Homeowner receives any rent payments from any Tenant(s) during the Term of this agreement, Homeowner will forward and pay these amounts to Knox for deposit into Homeowner's Reserve. Tenant(s)'s security deposit shall be held in an escrow account in accordance to state and federal law and may be held and administered by a third party.

(ii) Knox will pay all the expenses from the Reserve on Homeowner's behalf. Knox shall deduct from Reserve all costs related to such regular maintenance, minor repairs and support services, including without limitation all labor, materials, and professional services ("Home Expenses").

(iii) Knox shall prepare and deliver to Homeowner a quarterly statement detailing the flow of funds in and out of Reserve and a description of interactions with Tenant(s) during that quarter when available (each, a "Statement").

f. Transition Date. Knox will communicate with homeowner to establish a date ("Transition Date") after which Knox will collect rent and pay expenses and Homeowner will cease collecting rent and paying expenses.

g. Onboarding Period. Onboarding Period is defined as time between execution of this agreement and the Transition Date. During the Onboarding Period, Homeowner will be responsible for paying all Property expenses and collecting rent.

h. Tenant Communication. Homeowner understands and agrees that imperative to the Knox model for maximizing income potential for the Homeowner from the Property is, among other things, a single point of contact for Tenant(s) to ensure a smooth, reliable, and consistent experience in the Property. Homeowner agrees that establishing a single line of communication between Knox and the Tenant(s) is imperative. Therefore, Homeowner agrees to cease direct communications with all Tenants as of the Transition Date of this Agreement except at the request and direction of Knox. Should the Tenant contact Homeowner, Homeowner shall immediately redirect these communications to Knox. Homeowner agrees to assist Knox, upon request, in obtaining signed leases with all current occupants.

i. Maintain the Property. During the term of the Agreement, Knox shall be responsible for facilitating the maintenance of the Property, including the scheduling of regular maintenance and minor repairs, and for being the point of contact for Tenant(s) in all matters relating to the Property. Maintenance will be performed by 3rd parties at Homeowner's expense and Knox shall pay for these expenses from Reserve. Knox will staff a phone and email support line for Tenant(s).

j. Manage Repairs and Replacement. Any required repairs or replacements costing in excess of one thousand dollars (\$1,000) shall be defined as a major repair ("Major Repair"). Upon becoming aware of the need for a Major Repair for the Property:

(i) Knox will deliver written notice to Homeowner of such need, together with an estimate from a licensed contractor qualified to perform such Major Repair. Homeowner shall, within ten (10) days of its receipt of such estimate, deposit the cost of the Major Repair as shown on the estimate into Reserve in accordance with Section 2(c). Knox shall manage the contractor's performance of the Major Repair and shall pay all invoices from the Reserve that the Homeowner deposited for such purpose. If the Major Repair costs more than the amount set forth on the estimate due to unforeseen circumstances or force majeure, Homeowner shall deposit an amount to cover such excess within five (5) days of its receipt of written notice of such increased cost from Knox. All warranties covering such Major Repairs shall be issued in the Homeowner's name. Knox will use commercially reasonable efforts to ensure that such Major Repair is completed in a good and workmanlike manner and in compliance with applicable laws, but Knox makes no representation whatsoever with regard to either any particular contractor or its performance of any work, and absent gross negligence or intentional misconduct by Knox, Knox shall have no liability whatsoever for such contractor's work.

(ii) Homeowner may choose to have an estimate from a qualified contractor of their choosing to perform such Major Repair. If the Homeowner chooses to proceed with their estimate and contractor, Homeowner shall, within ten (10) days of its receipt of such estimate, deposit the cost of the Major Repair as shown on the estimate into Reserve in accordance with Section 2(c). Homeowner shall manage the contractor's performance of the Major Repair and Knox shall pay all invoices from the Reserve Homeowner deposited for such purpose. If the Major Repair costs more than the amount set forth on the selected estimate, Homeowner shall deposit an amount to cover such excess within five (5) days of

its receipt of written notice of such increased cost from contractor or Knox. Knox shall have no liability whatsoever for such contractor's work, quality or performance.

k. Quarterly Net Income Distribution. All amounts deposited into Reserve in excess of the sum of: (i) Home Expenses; (ii) the costs of maintenance and repairs as set forth in Sections 2(d)(i) above incurred; (iii) Knox's Service Fee (as defined in Section 3 below) and (iv) additional deposits to the Reserve to maintain the Minimum Reserve (defined as "Net Income"), shall be remitted to Homeowner on a quarterly basis.

l. Manage Tenant(s) Defaults. In the event Tenant(s) breaches the terms of its Lease beyond applicable notice and cure periods, Knox will pursue legal remedies on behalf of Homeowner (and in Homeowner's name), including without limitation initiating summary process proceedings. Homeowner hereby grants to Knox the right and authority to initiate and pursue such remedies, the costs of which (including without limitation court costs and reasonable attorney's fees) will be included in Home Expenses. Homeowner agrees to cooperate with Knox in the pursuit of such remedies, including but not limited to the execution and filing of court documents. Upon eviction of Tenant(s) and retaking possession of the Property unencumbered by the Lease, Knox will pursue a new Tenant(s) for the Property as described in the Agreement

3. Knox Fee. In consideration for the Services provided by Knox and described herein, Knox shall retain ten percent (10%) of the gross rents received, whether by Homeowner or Knox, for the Property ("Knox's Service Fee") during the Term. The Knox Service Fee shall be deducted on a monthly basis from the Reserve. If a unit is already rented as of the Execution Date, during any full calendar month during the Onboarding Period, Knox will deduct its Service Fee based on the amount of rent collected by the Homeowner per the terms of the existing lease, whether actually collected or not. Homeowner agrees it shall reasonably cooperate with Knox during the initial funding of the Reserve and thereafter to enable Knox to debit the Knox Service Fee from Homeowner's bank account on a monthly basis, or if following termination of the Agreement, the Knox Service Fee due if Homeowner leases the Property to an existing or former Tenant(s) per Section 5(A)(i).

4. Conveyance of Property During Term.

A. If the property sells during the term of this agreement, this agreement shall survive the transaction and the new owner will assume the responsibilities herein, unless terminated in accordance with Section 5.

B. In the event Homeowner elects to place the Property on the market for sale during the term of this agreement, upon written notice to Knox, Homeowner may retain Knox as the exclusive sales listing agent. In the event Knox secures a purchaser and a sale is consummated, Knox shall be due a commission of five (5%) percent of the sales price of the Property, payable at closing and which may be split with the buyer's broker if necessary. Knox will present the Homeowner with and the Homeowner shall execute an exclusive right to sell real estate listing agreement. Homeowner hereby authorizes and instructs the disbursing agent at closing to pay the full commission as set forth in this paragraph to Knox out of the proceeds of the sale prior to the payment of any such funds to the Homeowner.

5. Termination.

A. Without limiting Knox's rights specified below, Knox may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

B. In the event the Property remains vacant for a period of ninety (90) consecutive days, Knox may within its sole discretion terminate the Agreement.

C. After the Initial Term. Homeowner may terminate the Agreement by providing written notice to Knox no later than six (6) months prior to the expiration of the then-current lease term for the Property. In the event of such termination, Knox will render to Homeowner an accounting of all funds of Homeowner held in Reserve and reflecting the balance of income and expenses on the Property as of the date of termination (the "Final Statement"). Knox will promptly cause any remaining funds held in Reserve, less any fees and Home Expenses then outstanding, to be paid to Homeowner.

D. Early Termination by Homeowner. Termination of this Agreement by Homeowner prior to the initial term is prohibited unless agreed upon by both Knox and Homeowner in Writing. Knox, in its sole discretion, will evaluate the circumstances for the termination request and promptly determine the validity of the request. Homeowner acknowledges that, upon approval of an early termination request, it agrees to pay Knox an amount equal to the total of Knox's Service Fees expected during the remainder of the initial term or the expiration of the then-current lease term, whichever is greater ("Termination Fee").

(i) The Termination Fee will be paid from the Reserve account. Homeowner agrees, that if the Termination Fee is greater than the Reserve fund at the date of termination, the Homeowner will transfer funds into the Reserve to cover the entire shortfall.

6. Events of Default. Any of the following shall be an Event of Default by Homeowner, entitling Knox to the exercise of the non-cumulative remedies set forth in Section 7 and available at law and in equity:

A. Failure to fund any portion of the Reserve or consistent failure to maintain the Minimum Reserve as required herein or to remit Knox's Service Fee as required hereunder within five (5) days of the date when the same is due;

B. Failure to timely vacate the Property in the condition required hereunder on or before the day agreed to In Writing with Knox;

C. Contacting or encouraging another related or unrelated party to contact a current or prospective Tenant(s) with or without the intention of subverting any provision of the Agreement or the express terms of this Agreement;

D. Entry into or onto the Property for any reason during the term of any Tenant(s) Lease by Homeowner or any agent, contractor, or family member of Homeowner without authorization from Knox, which such authorization shall not be unreasonably withheld;

E. Failure to perform any other obligation hereunder when such failure continues and is not cured for ten (10) days following written or electronic notice from Knox of the existence of such failure.

F. If Homeowner has materially breached its obligations under these Terms, the Payments Terms, our Policies or Standards;

G. If Homeowner has violated applicable laws, regulations or third-party rights;

H. Providing inaccurate, fraudulent, outdated or incomplete information of any kind;

I. Knox believes in good faith that such action is reasonably necessary to prevent fraud or other illegal activity.

J. Unreasonably withholding, conditioning or delaying the approval of a prospective Tenant.

7. Remedies. Following an Event of Default, Knox may terminate this Agreement upon written notice to Homeowner. Thereafter, Knox will prepare and forward the Final Statement to Homeowner, and thereafter may retain from Reserve, as liquidated damages for such default by Homeowner, an amount equal to the Termination Fee as well as all out of pocket expenses. In addition, in the event of any failure of Homeowner to remit Knox's Termination Fee when due and payable, Knox may pursue all remedies available under this Agreement, including a request through arbitration for the filing of a mechanics' lien on the Property, if available in the state where the Property is located, until such time as Homeowner shall pay all sums due to Knox.

8. Equitable Remedies. Homeowner acknowledges and agrees that (a) a breach or threatened breach by Homeowner of any of its obligations would give rise to irreparable harm to Knox for which monetary damages alone will not be an adequate remedy and (b) in the event of a breach or a threatened breach by Homeowner of any such obligations, Knox shall, in addition to any and all other rights and remedies that may be available to Knox at law, at equity or otherwise in respect of such breach, be entitled to request through arbitration equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Homeowner agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the decision by an arbitrator granting equitable relief, in either case, consistent with the terms of this Section.

9. Insurance Review. Homeowner agrees that upon commencement of the Term, Knox will review Homeowner's existing property damage and liability insurance policies covering the Property. Based on Homeowner's needs and the use of the Property as an income property, Knox will either propose

a new insurance solution to include appropriate levels of casualty and general liability coverage or Knox will become the broker of record of the existing policy. In either case, such policy will include where applicable and without limitation, specific endorsements applicable to the Property, as well as supplemental flood insurance, earthquake coverage, fire insurance and additional liability insurance for Homeowners with pools.

Homeowner agrees to provide Knox with any and all requested information in order to complete this insurance review within five (5) business days of written or electronic request. Knox shall pay the premiums for Homeowner's new or existing policies from the Reserve.

10. Insurance Producer. Homeowner agrees that Knox shall act as its insurance producer. Knox will use commercially reasonable efforts to secure appropriate coverage for Homeowner and Property, but shall incur no liability whatsoever in the event such policy is not available or cannot be procured or if any claim is denied by the respective insurer or insurers ("Insurance Program"). Knox represents that it is duly licensed to perform such insurance producer services in the State where the Property is located. Knox will analyze available insurance solutions throughout the Term and market a portfolio of policies to various insurers to secure the most competitive terms and premiums for Homeowners. Homeowner hereby grants Knox the authority to act as its insurance producer for this purpose, including presentation of different insurance solutions throughout the Term. As a result of the insurance analysis contemplated herein, The Homeowner hereby consents to the reassignment by Knox of the insurance coverage to a new carrier if Homeowner receives equal or greater coverage at an equal or lower cost.

11. Homeowner Representations and Warranties. Notwithstanding anything to the contrary herein, the Homeowner alone is responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Property. Homeowner is alone responsible for identifying and obtaining any required certificates, licenses, permits, or registrations for their Property (This is not an all-inclusive list). If you have questions about how local laws apply to your property and its compatibility with the Knox Program you should always seek legal guidance.

Homeowner represents and warrants that (i) Homeowner has provided and will continue to provide complete and accurate information about the Property (such as description, location, and availability), (ii) Homeowner has disclosed and will continue to disclose any deficiencies, restrictions and requirements that apply, (iii) the Property complies and Homeowner will alone ensure that the Property continues to comply with all Federal, State and Local all laws, rules and regulations, (iv) Homeowner has obtained and will continue to update all required certificates, licenses, permits, or registrations for their Property (This is not an all-inclusive list); and (v) Homeowner has provided and will continue to provide on an on-going basis, any other pertinent information requested by Knox.

Homeowner further represents and warrants that entering into this relation by the execution of this Agreement will (i) not breach any agreements you have entered into with any third parties, such as a homeowner's association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As the Homeowner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Property.

If you choose to enroll with Knox, you do so voluntarily and at your sole risk. This Agreement is provided without warranty of any kind, either express or implied. You agree that you have had whatever opportunity you deem necessary to investigate Knox Services, laws, rules, or regulations that may be applicable to your Property you are receiving and that you are not relying upon any statement of law or fact made by Knox relating to this Agreement of their Property.

Homeowner hereby agrees to enroll in the KFOP described herein, subject to the terms of this MSA and the attached Terms and Conditions, and Knox agrees to provide the Services described herein for the benefit of Homeowner. The parties have caused this MSA to be executed by their duly authorized representatives as of the Effective Date.

EXHIBIT I

Terms and Conditions The Knox Program

The Terms and Conditions (“Terms and Conditions”), dated as of the Effective Date set forth in the MSA to which the Terms and Conditions are attached, is made by and between Knox and Homeowner (each as defined in the attached MSA). Notwithstanding the foregoing, in the event of any conflict between the MSA and these Terms and Conditions, these Terms and Conditions shall control. Capitalized terms used herein and not defined will have their respective meanings set forth in the applicable MSA.

1. DEFINITIONS

ACH - Automated Clearing House, which is a network that coordinates electronic payments and automated money transfers. ACH is a way to move money between banks without using paper checks, wire transfers, credit card networks, or cash.

Communications in writing - All Communications in either electronic or paper format from Knox to Homeowner will be considered in “Writing.”

Home - means the residence and the other improvements located on the Property owned by Homeowner and managed, to the extent set forth in this Agreement, by Knox.

Transition Date - refers to the date that Knox will become the sole point of contact for the Tenant(s) and begins facilitation of the KFOP Technology and Service Platform.

2. SERVICES

2.1 *Services*. Knox shall provide Homeowner with subscription Services, including but not limited to The Knox Program as described in this Agreement for each Service, signed by Knox and Homeowner. All changes to this Agreement will be made In Writing in accordance with Section 8.14 of the Terms and Conditions.

2.2 *Methods, Program Manager and Cooperation*. Knox shall have sole discretion in the methods and staffing for providing the Services and may assign the performance of any portion of the Services to any subcontractor that Knox, in its sole discretion, deems qualified to perform various parts of the Services. Homeowner shall cooperate with Knox, provide Knox with accurate and complete information regarding the Home, provide Knox such assistance and access as Knox may reasonably request, and shall fulfill its responsibilities as set forth in the Agreement. Homeowner agrees to provide access to the Home to Knox personnel and subcontractors as necessary for Knox to perform the Services. Homeowner shall provide two (2) copies of all keys to all units, rooms, and locks within each property within 5 days of execution of this Agreement.

3. FEES; PAYMENT TERMS

3.1 All necessary transfers of funds between Knox and Homeowner described in these Terms and Conditions and in the MSA will be made via electronic funds transfer. Homeowner hereby consents to Knox’s withdrawal from Homeowner’s bank account of any and all sums for which Homeowner is responsible hereunder and

under the MSA via ACH, using the account and bank routing numbers included on the form attached hereto as Exhibit A. Such consent by Homeowner is evidenced by Homeowner's execution of these Terms and Conditions. Homeowner shall complete the form attached hereto as Exhibit A and submit such information to Knox. Further, if at any time during the Term such account is closed or has insufficient funds to pay the expenses due from Homeowner as and when they become due and payable, Homeowner agrees to immediately provide all information required for a new form of ACH payment upon demand from Knox. Homeowner also hereby authorizes Knox to make deposits into its designated bank account.

3.2 Taxes. Homeowner shall be responsible for taxes levied on any transaction under this Agreement, including all federal, state, and local taxes, levies and assessments, excluding any tax based on Knox's income.

4. CONFIDENTIALITY

4.1 Confidential Information. During the term of this Agreement, each party will regard any information provided to it by the other party as proprietary or confidential unless otherwise agreed. ("Confidential Information"). A party will not disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor make use of any of the other party's Confidential Information except in its performance under this Agreement. Homeowner expressly agrees that the terms and pricing of this Agreement are the Confidential Information of Knox, and Homeowner shall not disclose any information regarding the terms, pricing or details regarding the Knox Program to any third parties. Except as set forth in Knox's Privacy Policy, Knox will not disclose any personal details regarding Homeowner it receives during provision of the Services except to the extent reasonably necessary to fulfill its obligations under this Agreement. Homeowner acknowledges and agrees that it has received and had an opportunity to review Knox's Privacy Policy.

4.2 Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) is or becomes publicly known or otherwise publicly available, except through a breach of this Agreement (iv) is being disclosed to effectuate the terms of any agreement between Knox and the Homeowner; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, if it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

5. LIMITED WARRANTY

5.1 Warranty and Remedy. Knox warrants that Services will be provided with reasonable skill and care conforming to generally accepted industry standards and any specifications specified in the applicable Agreement. Homeowner must report any deficiency in Services to Knox In Writing within thirty (30) days of first becoming aware of such deficiency for this warranty to be effective. For any breach of the above timely warranty, Knox will, at its option and at no additional cost to Homeowner, provide remedial services necessary to enable the Services to conform to the warranty. Homeowner will provide Knox with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Homeowner's sole remedies for breach of the above warranty.

5.2 No Other Warranty. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, KNOX MAKES NO REPRESENTATION, WARRANTY OR GUARANTY REGARDING INCOME OR RATE OF RETURN TO BE GENERATED BY THE SERVICES, THE VALUE OF HOMEOWNER'S HOME OR PROPERTY OR THE LIKELIHOOD THAT IT CAN BE LEASED FOR ANY PARTICULAR RENTAL AMOUNT.

5.3 Representations of Homeowner. The person or persons signing this Agreement on behalf of Homeowner hereby represents and warrants to Knox that (a) all persons or entities that own any interest in the Property and the Home have executed this Agreement on behalf of Homeowner, or that such signatories are otherwise legally authorized to bind the fee simple owner of the Home and Property (such as a trustee under declaration of trust or by power of attorney), (b) the execution of this Agreement by such signatories will not violate the provisions of any other agreement or covenant affecting the Home or the Property, including without limitation under the terms of any mortgage, deed of trust or any other document granting a security interest in the Home or Property or any of the fixtures attached thereto to any other party, and (c) the Home and the Property is in material compliance with all applicable laws, rules, regulations, bylaws, and orders issued by all federal, state and local governmental authorities having jurisdiction over the Home or Property (all "Laws"), including those related to the presence, release and/or remediation of hazardous materials on or emanating from Property and/or the Home. Homeowner understands and agrees that any misrepresentation or material untruth in any of the foregoing representations during the Term represents a material breach of this Agreement entitling Knox to any and all the remedies available at law and in equity on account of such breach.

5.4 Indemnity.

- A) Homeowner shall indemnify, hold harmless and defend Knox, its officers, trustees, directors, representatives, employees and agents against any loss, claim, liability, cause of action, suit (including without limitation reasonable accounting and attorney's fees), expenses, fees, judgments, of any kind or nature (all "Losses"), whether compensatory, direct, incidental, consequential or otherwise (i) incurred by Knox and caused by any condition or occurrence in the Home or on the Property appurtenant thereto during the Term (as hereinafter defined), including the presence of any dangerous condition or hazardous material (as such term is defined according to applicable law), including any claim of a third party, including but not limited to any Tenant(s), subtenant or other occupant of the Home, for any personal injury or property damage, except to the extent in each instance that such Losses are caused by the negligence or willful misconduct of Knox or any contractor, agent or employee of Knox, and (ii) incurred by Knox, its officers, trustees, directors, representatives, employees and agents as a result of Homeowner's breach of this Agreement or of any Program Enrollment Form. In the event the Homeowner is called to indemnify and/or hold harmless Knox, its officers, trustees, directors, representatives, employees and agents, Knox shall (i) maintain control over and/or have the right to participate in the defense and settlement of any claims, including non-monetary remedies such as injunctions or regulatory sanctions; and/or (ii) have the right to defend the claim at Homeowner's expense; and/or (iii) have the right to consent to any settlement(s) including remedies other than monetary damages or which requires any form of admission of wrong doing or culpable conduct. The Homeowner's indemnity and hold harmless obligation shall survive termination of the term of the Agreement for a period up to the duration of the applicable statute of limitation(s) upon which the claim or claims arise.

- B) Knox shall indemnify, hold harmless and defend Homeowner against any Losses incurred by Homeowner as a result of Knox's breach of the provisions of this Agreement or of any Program Enrollment Form.

5.5 Insurance. As part of the Knox Insurance Program, Knox will secure comprehensive property and liability insurance appropriate for the Home. More information regarding the Knox Insurance Program is set forth in the Insurance Enrollment Form.

6. LIMITATION OF LIABILITY.

6.1 CONSEQUENTIAL DAMAGE WAIVER. EXCEPT AS MAY ARISE OUT OF EITHER PARTY'S BREACH OF SECTION 4, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EXCEPT AS MAY ARISE OUT OF KNOX'S BREACH OF SECTION 2 OR KNOX'S INDEMNIFICATION OBLIGATIONS IN SECTION 5.4, THE TOTAL LIABILITY OF KNOX TO HOMEOWNER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID BY HOMEOWNER TO KNOX (AND NOT OTHERWISE REFUNDED) UNDER THIS AGREEMENT FOR THE SERVICES WHICH FORM THE SUBJECT OF THE CLAIM. THE PROVISIONS OF THIS AGREEMENT ALLOCATE RISKS BETWEEN THE PARTIES. THE PRICING SET FORTH IN EACH PROGRAM ENROLLMENT FORM FOR EACH SERVICE REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

7. TERM

7.1 Initial Term and Renewal. Subject to earlier termination as provided herein, this Agreement shall have an initial term of one (1) year beginning upon the Effective Date and shall automatically renew for successive one (1) year periods, or if the Home is leased during the initial or any successive Term, the Term of this Agreement will automatically renew for a minimum of the length of time until the applicable lease term expires, plus available renewals, such that this Agreement shall not terminate during a lease term. Either party may terminate this Agreement in accordance with Section 5 of the MSA or immediately upon written notice in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days of written notice thereof from the other party. The parties' rights and obligations under Sections 2, 3, 4, 5, 6, 7 and 8 will survive termination or expiration of this Agreement.

7.2 Other Termination. In addition to termination set forth in Section 7.1 above, this Agreement shall terminate upon any of the following:

- a. if all or substantially all the Home or the Property is condemned or acquired by eminent domain;
- b. if all or substantially all the Home is destroyed by fire or other casualty or if a portion of the Home is damaged by a casualty such that Knox reasonably estimates that the time required for restoration will be longer than ninety (90) days.

8. GENERAL PROVISIONS

8.1 *Entire Agreement and Controlling Documents.* This Agreement, including the attached Terms and Conditions, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their heirs, successors and assigns. Only a written instrument that refers to this Agreement and the applicable Terms and Conditions, duly signed by the authorized representatives of both parties, shall amend this Agreement or such Terms and Conditions. This Agreement shall apply to all Services to which Homeowner subscribes.

8.2 *Assignment.* This Agreement shall be binding upon and for the benefit of Knox, Homeowner and their heirs, successors and permitted assigns. Knox may assign its interest and obligations in this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets. This Agreement shall be binding upon the heirs and assigns of Homeowner. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

8.3 *Governing Law; Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its conflict of law provisions. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

8.4 *Headings; Counterparts.* The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed via electronic signature or in multiple hard copy counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

8.5 *Relationship of the Parties.* Knox is an independent contractor and service provider, and nothing in this Agreement shall be construed as making Knox and Homeowner partners or joint ventures', or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Except as expressly set forth in this Agreement or in any Program Enrollment Form, neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

8.6 *Force Majeure.* Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

8.7 *Delays.* Homeowner acknowledges and agrees that if provision of any of Knox's scheduled Services as set forth in a MSA is delayed by more than Forty-Eight (48) hours by any act or omission of Homeowner, including but not limited to Homeowner's failure to make deposits as set forth in Section 2(b) of the MSA, Homeowner will compensate Knox for any additional work caused by such act or omission at Knox's then standard rates for the required personnel.

8.8 *Notices.* Any demand, notice, consent, or other communication required by this Agreement must be given In Writing (which may be electronic) and shall be deemed delivered upon receipt when delivered via email

or given in person, or upon confirmation of receipt following delivery by internationally recognized overnight courier service, in each case addressed to the receiving party at its address set forth above. Either party may change its address by giving written notice of such change to the other party. Homeowner and Knox agree that email correspondence sent to an email address provided by each party In Writing shall constitute proper notice hereunder.

8.9 Waiver and Severability. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

8.10 Errors and Omissions. Any inadvertent delay, omission, or error in complying with the Terms and Conditions of this Agreement shall not be held to relieve either party hereto from any liability, which would attach to it hereunder if such delay, omission, or error had not been made, provided such delay, omission, or error is rectified upon discovery.

8.11 Modification of these Terms. Knox reserves the right to modify this Agreement at any time in accordance with this provision. If Knox makes changes to this Agreement, Knox will post the revised Agreement on the Knox platform and update the "Last Updated" date at the bottom of this Agreement. For material changes, Knox will also provide Homeowner with notice of the modifications by email at least thirty (30) days before the date they become effective.

8.12 Dispute Resolution.

- a Mandatory Arbitration of Disputes: Homeowner and Knox each agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the KFOP, including any dispute relating to the arbitration provisions themselves (collectively, "Disputes") will be **resolved solely by binding individual arbitration and not in a class, representative or consolidated action or proceeding**. Homeowner and Knox agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that Homeowner and Knox are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.
- b Exceptions and Opt-Out: As limited exceptions to subsection (a) above: (i) Homeowner may seek to resolve a Dispute in small claims court in Suffolk County or in the Superior Court of Massachusetts, County of Suffolk, if all the requirements of the small claims court are satisfied; and (ii) Homeowner and Knox each retain the right to seek injunctive or other equitable relief from a state or federal court located in Suffolk County specifically to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice** of your desire to do so by email at operations@knoxfinancal.com within thirty (30) days following the date you first agree to this Agreement.
- c Conducting Arbitration and Arbitration Rules: The arbitration will be conducted by the American Arbitration Association ("AAA") under Arbitration Rules for the Real Estate Industry (the "AAA Rules") then in effect, except as modified by these Terms and Conditions. The AAA Rules are available at

www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If a claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where Homeowner lives unless Homeowner and Knox both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of these arbitration terms.

- d Arbitration Costs: Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The initiating party will pay for all filing, administration and arbitrator fees, and the prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- e Class Action Waiver: HOMEOWNER AND KNOX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- f Effect of Changes on Arbitration: Notwithstanding the provisions of Section 8.11 entitled "Modification of these Terms" above, if Knox changes any of the terms of this Section entitled "Dispute Resolution" after the date you first accepted these Terms and Conditions (or accepted any subsequent changes to these Terms and Conditions), Homeowner may reject any such change by sending us written notice (including by email to operations@knoxfinancial.com) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Knox's email to Homeowner notifying Homeowner of such change. By rejecting any change, Homeowner is agreeing that Homeowner will arbitrate any Dispute between Homeowner and Knox in accordance with the terms of this Section entitled "Dispute Resolution" as of the date Homeowner first accepted these Terms and Conditions (or accepted any subsequent changes to these Terms and Conditions).
- g Severability. With the exception of any of the provisions in subsection e ("Class Action Waiver"), if an arbitrator or a court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of these Agreement will still apply.

8.13 Non-Disparagement. The Homeowner agrees that, unless required by legal process, it shall not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about Knox. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, or good character of the person or entity to whom the communication relates.

8.14 Notices and Communication. Unless specified otherwise, any notices or other communications to Homeowners permitted or required under this Agreement, will be provided electronically and given by Knox via email, Knox KFOP or messaging service.