

## MASTER SERVICE AND SOFTWARE AGREEMENT

This Master Service and Software Agreement (which includes all Attachments and Addenda, collectively "**Agreement**") is made as of the date of last signature of a SOW referencing this Agreement, as defined herein ("**Effective Date**") by Corrigo Incorporated, a corporation organized under the laws of California, with a place of business at 200 East Randolph Street, Chicago, IL 60601 ("**Corrigo**") and Customer (as defined in the SOW). Corrigo and Customer are referred to herein, separately, as **Party** and jointly as **Parties**. In this Agreement, (a) "include" or "including" means "including, but not limited to," and "(b) examples are illustrative and not the sole examples for a particular concept.

Background: Customer desires that Corrigo provide certain services and software to Customer related to real estate owned or operated by Customer (the "**Services**") and Corrigo desires to provide the Services to Customer.

The Parties agree as follows:

### 1. Scope of Work

- 1.1. The Parties may enter into one or more order forms or statements of work (each a "**SOW**") regulated by the terms and conditions of this Agreement. Each SOW will constitute a unique agreement between the Parties and will stand alone with respect to any other SOW entered under this Agreement, and will govern all uses of any software, services, or applications provided by Corrigo under that SOW. Unless otherwise specifically agreed to by the Parties, the performance of obligations under any one SOW will not affect, and will at all times be unrelated to, the performance of any other SOW entered into under this Agreement. As used throughout this Agreement and all SOWs, "**Software**" will mean software products provided by Corrigo, including all software available on Corrigo's website or downloaded from Corrigo or any third-party source, as detailed in the applicable SOW, together with all applicable documentation, including, the technical specifications, documentation, and user guides and all descriptions of or about the Software, or otherwise made available by or on behalf of Corrigo (collectively, "**Documentation**"). The term "Software" will be deemed to include any source code, object code, binaries, executables, configurations, enhancements, additions, derivative works, or other modifications of or to the Software (including descriptions thereof), whether made by Corrigo, by Customer, or by the Parties jointly, whether or not prepared in response to the protocol or design of Customer studies or other information provided by Customer.
- 1.2. Corrigo agrees to perform the specific tasks set forth in each individual SOW (including providing all Software identified therein) in accordance with the terms and conditions contained herein as well as all statutes, regulations, rules, orders, acts, bills, degrees, edicts, bylaws, rulings, ordinances, dicta, commands, orders, directives, pronouncements, or declarations from any governmental or quasi-governmental body and data protection laws applicable in the jurisdiction specified in the SOW ("**Laws**"). Notwithstanding anything to the contrary, (a) Corrigo will have no obligation to perform any work, actions, or tasks until an appropriate SOW is fully executed; and (b) Customer warrants and represents, without limitation, that it and all users of the Software are and will remain in compliance with all Laws and that Customer will be responsible for all uses of the Software.
- 1.3. This Agreement and individual Statements of Work entered into hereunder may be extended or modified (including changes in scope) solely upon the written agreement of both Parties ("**Change Order**"), provided, however, that both Parties agree on the amount of any additional or reduced payment to be made by Customer with respect to the modification or extension of this Agreement or the applicable Statements of Work. Modifications to specific Statements of Work will not affect other prior, current, or future Statements of Work. Notwithstanding anything to the contrary, Corrigo will not be required to perform any modification to the subject matter of any SOW until an appropriate Change Order is fully executed.
- 1.4. In the event of a conflict between the terms of this Agreement, any SOW, or any other document or discussion, the terms of this Agreement will control (unless such SOW expressly acknowledges such and specifically identifies each section and paragraph being varied, solely for purposes of such SOW). Notwithstanding the preceding, any modifications or additions presented in any SOW relating to the subject matter of Articles 4, 5, 7, 8, or 11 will be void *ab initio*.
- 1.5. "Affiliate" means those entities which (i) directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of a Party, or (ii) that directly or indirectly through one or more intermediaries, is controlled by a Party (or any entity described in clause (i)), in each case where the term control means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise, including those entities which assert to be Affiliates. In the interest of clarity, Affiliates will not be "third-parties" as discussed herein. Notwithstanding anything to the contrary, Customer (a) authorizes Corrigo to disclose all Confidential Information (as defined herein) to its Affiliates; (b) will be responsible for the acts and omissions of its Affiliates; and (c) Corrigo is hereby authorized to disclose all Confidential Information to Customer and other Affiliates thereof.
- 1.6. The Parties agree that Affiliates of Corrigo may provide Software or Services on behalf of Corrigo. Additionally, an Affiliate of Corrigo may execute a SOW under this Agreement in its own name as long as such SOW refers to this Agreement. Only Affiliates will be liable for performance by such Affiliate under this Article.

### 2. Term of Agreement

- 2.1. This Agreement will take effect as of the Effective Date and will expire in accordance with the SOW ("**Term**").
- 2.2. Either Party may terminate, upon written notice, any individual SOW if (a) the other Party materially breaches the terms of such SOW and fails to cure the breach within thirty days of written notice of the notifying Party's intention to terminate such SOW, or (b) a Force

Majeure event (as defined in Article 10.1, below) persists for greater than ninety days.

- 2.3. This Agreement (together with all SOWs) and all rights granted hereunder may be terminated by Corrigo with immediate effect and without notice in the event Customer: (i) admits in writing its inability to pay its debts generally as they become due, (ii) makes a general assignment for the benefit of creditors, (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it, (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (v) seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization, (vi) ceases to do business itself or through a successor; (vii) it or Customer receives a notice of or is subject to an Infringement Claim (as herein defined) or any threat thereof or (viii) receives a notice of assignment under Section 11.11 or Customer is subject to a change in control.
- 2.4. In the event of termination of this Agreement, or in the event of termination of any individual SOW, (a) Corrigo will promptly invoice Customer, and Customer will pay, for all work performed, deliverables provided, or milestones achieved up to the date of termination, in accordance with this Agreement and the applicable SOW. Customer's use of and access to the Services and Corrigo's performance of all support services will cease; and (b) all fees and other amounts owed or payable by Customer to Corrigo will be immediately due and payable. Corrigo will have no obligation to maintain or provide any Customer Data and may, unless legally prohibited, delete, or retain all Customer Data in Corrigo's possession or under its control.

### 3. Payment.

- 3.1. Unless otherwise set forth in a SOW, payment for amounts indicated on any invoice are due within thirty days after the date of such invoice and will be not refundable. Unpaid amounts will bear interest at the lower of (a) one and one-half percent (1.5%) per month and (b) the maximum rate allowed by law. Interest will accrue beginning on the first day following the due date for payment and will be compounded monthly. Payment of such interest by Customer will not limit, in any way, Corrigo's right to exercise any other rights or remedies it may have as a consequence of the lateness of any payment or otherwise limit any other recovery by Corrigo. Fees are based on Services purchased, at the applicable pricing tier regardless of actual usage. If Customer's tier usage exceeds the purchased tier, then Corrigo may charge for usage excess as indicated in the applicable SOW or, if no usage excess charge is indicated in the applicable SOW provide notice and adjust pricing to the higher tier amount at a pro-rata basis for the remainder of the Term. Payment obligations are non-cancelable, and fees are non-refundable. All amounts payable to Corrigo will be made without setoff or counterclaim and without any deduction or withholding and will be paid within thirty days of receipt of the invoice.

If Customer disputes in good faith any charges contained in any invoice for services identified in any SOW, Customer will submit written notice of such disputed amounts (along with a detailed explanation as to why such amounts are in dispute) to Corrigo within ten business days of such invoice. Customer may withhold from its payments only such disputed amounts. Upon delivery of such written dispute notice, the Parties will cooperate and negotiate in good faith and use reasonable efforts to resolve such disputed charges.

- 3.2. Fees and expenses listed on invoices will be exclusive of taxes. Customer will be responsible for all applicable sales, use, value added, and/or similar taxes with respect to the Services under this Agreement. In the event Customer is exempt from such taxes, Customer will provide Corrigo with a tax exemption certificate or satisfactory written evidence to Corrigo of such exemption prior to the commencement of the Services. In the event Customer does not provide such certificate or other satisfactory evidence of exemption, Customer will either pay or reimburse Corrigo, for such applicable taxes payable to federal, state, or other taxing authorities. Notwithstanding the foregoing, Customer will have no obligation or responsibility to pay any taxes or amounts (including, interest, penalties, and fines) that are based upon the net income of Corrigo. Should, in Corrigo's opinion, taxes or other government-related fees, including, for example, sales tax, use tax, and VAT with respect to the Services or Software, be required, Corrigo may indicate such on an invoice to be paid by Customer. All payments will be made in US Dollars to Corrigo's account in a bank located in the United States, and Customer will be solely responsible for any fees or other costs or expenses related to making payment.
- 3.3. Unless otherwise expressly provided in an applicable SOW, Corrigo may submit invoices to Customer upon completion of the milestones specified in the applicable SOW or, if no such milestones are specified, on a monthly basis for Services performed. Notwithstanding anything to the contrary, all fees paid under this Agreement and all SOWs are non-refundable. Customer will be responsible for any charges or fees resulting from Customer's method of payment. If Customer elects to pay by credit card, Corrigo or Corrigo's third-party payment processor will charge Customer's payment method on the date that Customer subscribes to use the Software and Customer expressly authorizes Corrigo and/or Corrigo's third-party payment processor to charge the applicable fees to that payment method including taxes and other charges incurred. Customer agrees that Corrigo may invoice Customer for any unpaid fees, including any amounts owed by Customer that cannot be processed. Customer is responsible for providing complete and accurate billing and contact information to Corrigo and notifying Corrigo of any changes to such information.

### 4. Software.

- 4.1. Customer represents and warrants that all access to Software will be by persons authorized by Customer to use and access the Software in accordance with the terms and conditions of this Agreement ("**Authorized Users**"). In the interest of clarity Authorized Users will have been provided a valid user id and/or password and/or other identifier by Corrigo, for example, through the Software, ("**Access Credentials**") at Customer's request under any SOW prior to accessing or using the Software. No license or other right to utilize or access any Software is granted without a corresponding SOW, and any access to or use of Software without a properly executed SOW is expressly prohibited. Customer will be responsible for the actions and inactions of all users of the Software.
- 4.2. Subject to the terms and conditions of this Agreement, Corrigo will use commercially reasonable efforts to provide Customer and its Authorized Users with access and use of the Software in accordance with the Service Level Attachment provided as Attachment A. The Software is provided solely as a service and neither Customer, its employees, agents, or subcontractors, nor any Authorized User is provided with any independent license or underlying intellectual property right to the Software under this Agreement or any SOW.

- 4.3. **Grant.** Subject to the terms and conditions of this Agreement, Corrigo hereby grants to Customer during the term of the respective SOW the following limited, non-exclusive, non-transferable, non-sublicensable, right to: (i) permit Authorized Users to access and use the Software solely as permitted hereunder in furtherance of Customer's internal business operations; and (ii) make a reasonable number of copies of all Documentation and distribute those copies only to Authorized Users. The foregoing access right is for the sole purpose of enabling Customer (and its Authorized Users) to use and enjoy the benefit of the Software as provided by Corrigo, in the manner permitted by this Agreement and the relevant SOW.
- 4.4. **Service Content.** Information, data, or other content made available to Customer or Authorized Users through the Software ("**Service Content**") may be stored locally on hardware owned and controlled by Customer and be used solely for Customer's internal business purposes.
- 4.5. **Restrictions.** Customer represents and warrants that neither it, anyone under its control, any employees, agents or subcontractors thereof, nor any Authorized Users will (neither themselves nor cause, authorize, encourage, or otherwise permit others to), whether by action or inaction, directly or indirectly, any (or attempt) of the following: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; (ii) modify or create derivative works (as defined under U.S. copyright laws) of the Software; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer any rights or ability to use the Software; (iv) use the Software for timesharing or service bureau purposes or otherwise for the benefit of any third party; (v) remove any proprietary notices from the Software, any search results or any other Corrigo materials furnished or made available hereunder; (vi) publish or disclose to third parties any evaluation or description of the Software without Corrigo's prior written consent; (vii) use the Software to develop a database, online, or similar database service, or other information resource of any kind (print, electronic, or otherwise) for sale to, distribution to, display to or use by others or otherwise create or attempt to create a substitute or similar service or product through use of or access to any of the Software or related proprietary information; (viii) use the Software to store, add, or transmit infringing, libelous, or otherwise unlawful or tortious material, or any material in violation of third-party rights (or otherwise use the Software in violation of any instructions or other documentation), including any rights of data privacy; (ix) store or transmit virus or other malicious code through the Software; (x) interfere with or disrupt the integrity or performance of the Software or third-party products or data contained therein; (xi) attempt to gain unauthorized access to the Software or the related systems or networks of Corrigo or its vendors; (xii) store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell or sublicense the Software, or any portion thereof; (xiii) pre-fetch, "crawl," "spider," or in any non-transitory manner store or cache any information obtained from the Software (including results or any part or copy or derivative thereof), except that Customer may store limited amounts of data provided by the Software for internal use so long as such storage is done temporarily, securely, and in a manner that does not permit use of the data outside of the Software; or (xix) use or access of or to the Software by a person other than an Authorized User. Customer agrees, acknowledges, and warrants, without limitation, that no information provided to Corrigo in connection with any SOW, any Confidential Information (as defined herein), nor any activity or service requested by Customer will infringe or misappropriate any right of any third party; that it will be liable for all acts and omissions of users of the Software; and use of or access to the Software not in strict accordance with the terms of this Article 4 and this Agreement (1) is strictly prohibited, (2) will constitute an act beyond the scope of the grant to Customer, and (3) is an act of infringement by Customer under intellectual property laws of the United States and other jurisdictions. Customer also acknowledges that all Authorized Users are required to accept and comply with the terms and conditions of the relevant End User License Terms, which can be found here: <https://www.jllt.com/legal-agreements>, or other replacement location provided by Corrigo, upon request.
- 4.6. **Hardware.** As between the Parties, Customer is responsible for obtaining and maintaining all computer hardware, software, and communications equipment used by Customer or Authorized Users to access and use the Software or otherwise operated or controlled by Customer ("**Equipment**") and for paying all third-party fees and third-party access charges (e.g., ISP, telecommunications, bandwidth, and hosting) incurred while using or accessing the Software. Customer will also be responsible for maintaining the security of the Equipment, Customer accounts, passwords, Access Credentials (including, administrative and user passwords) and files, and for all uses of Customer accounts or the Equipment. Equipment includes laptop and desktop computers, printers, and mobile devices, and all other devices controlled by or otherwise used by Customer or Authorized Users to access and/or use the Software.
- 4.7. **Authorized Users.** Access to the Service requires Access Credentials, and Customer will be responsible for maintaining all Access Credentials provided to it and its Authorized Users in confidence as Corrigo's Confidential Information. Customer agrees and acknowledges that it is responsible for any and all activities that occur, including any charges incurred, through the Access Credentials, and warrants that only Authorized Users will use or access the Software. Any act or omission of any user will be deemed to be Customer's act or omission for purposes of this Agreement. Customer agrees to provide written notice to Corrigo promptly (but in no event later than 24 hours of becoming aware or suspecting any unauthorized use of an Access Credential; any other breach of security involving any Access Credential, Service, Software, or Customer's Equipment; or any known or suspected activity prohibited in Section 4.5. Customer will promptly notify Corrigo in writing of any desired revocation of Access Credentials, including with respect to former employees and contractors.
- 4.8. **Product Terms.** JLL may resell to Customer third party software, hardware, technology, platforms, products, and services that have been purchased or licensed by JLL, or JLL's services may directly relate to third party software or products licensed by Customer ("**Third Party Products**") provided by third parties ("**Third Party Providers**"). To the extent permitted by law, JLL does not make any warranties, express or implied, statutory or otherwise, with respect to Third Party Products or any to any actions or inactions of Third Party Providers to the extent not prohibited by law. Customer may be required to comply with or agree to certain end user license agreement terms and conditions ("**Third Party Product Terms**") related to such Third Party Products, if applicable. In addition, JLL will pass through to Customer any applicable warranties related to Third Party Products, as available to the extent JLL is able to do so without negatively impacting its contractual rights with such Third Party Providers. Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of Customer's networks. JLL shall have no liability with respect to Customer's cybersecurity, network access or any of the Third Party Products, notwithstanding anything to the contrary. Through this Agreement, Customer authorizes and instructs JLL to provide all its information and data, including any personal information, to Third Party Providers, and all use, access to, or processing of the information and data will be governed solely by any agreement between Customer and the Third Party Provider; JLL will have no liability for any actions or inactions of a Third Party Provider. The Parties agree that JLL is not the "seller" nor the "producer" of any Third Party

Products under any Law.

- 4.9. **Nature of Internet.** Customer acknowledges that, notwithstanding any obligations of Corrigo, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent precautions and illegally, or without authorization, gain or attempt to gain access to the Software and data, including Customer's intellectual property ("**Customer IP**") which may be provided by or on behalf of Customer or Authorized Users. Accordingly, Corrigo cannot and does not guarantee the privacy, security, integrity, or authenticity of any information so transmitted over or stored in any system connected to the Internet or Equipment.
- 4.10. **Suspension.** Notwithstanding anything to the contrary, Corrigo at its discretion, without obligation to Customer, and without limiting any other remedy available at law or equity, may suspend or terminate access to any Service or Software of one or more Authorized Users or Customer in order to: (a) prevent actual, threatened, or suspected damage to or degradation of or to the Software, Customer IP, or any other system, any violation of Section 4.5 or other obligation of this Agreement; or (b) comply with any Law which requires immediate action. If suspended, Corrigo will, as soon as commercially reasonable, (i) provide written notice to Customer and (ii) restore access to the Software as soon as the event giving rise to the suspension has been resolved to Corrigo's reasonable satisfaction.
- 4.11. **Received Data.** Notwithstanding anything to the contrary herein and without limiting any other Section of this Agreement, Customer represents and warrants that all electronic data or other information received by Corrigo (or its Affiliate) through the Software ("**Received Data**"), and all portions thereof (a) was collected in accordance with all Applicable Law, including Data Protection Laws; (b) does not contain any virus, malicious code or other code which may interfere with or otherwise impair any computer or system of Corrigo or its Third Party Providers) or functionality thereof; and (c) alone or in combination with, e.g., any other data, hardware, or software or any use thereof by Corrigo or its Affiliates does not nor will cause Corrigo (or its Third Party Providers) to infringe or otherwise misappropriate any right, including Intellectual Property, of any third party. Corrigo makes no representations whatsoever with regards to the Received Data, including the accuracy, completeness, integrity, or validity of such or of any report, database, or compilation containing any Received Data (or portion thereof); and Customer will be solely responsible for such.

## 5. **Confidentiality.**

- 5.1. Each Party may have access to information that is confidential to the other Party ("**Confidential Information**"). Confidential Information will include all information that is labeled confidential or would reasonably be considered confidential, including, to all data, pricing, materials, policies, procedures, software, manuals, methods, and/or information of any kind or nature provided, as well as this Agreement, and all related SOWs. Corrigo's Confidential Information will include, but will not be limited to, (a) the Software; (b) all communications discussing price; (c) all invoices; and (d) all Access Credentials. Notwithstanding anything to the contrary, each Party represents and warrants that it has authority to disclose its Confidential Information to the other Party.
- 5.2. A Party's Confidential Information will not include information that: (a) is or has become a part of the public domain through no act or omission of the receiving Party; or (b) as documented in written records, was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is disclosed to the receiving Party by a third party; or (d) as documented in written records, is/was independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 5.3. A Party may disclose Confidential Information as required by Law or governmental or regulatory ruling provided, however, that before making such disclosure, the Party of whom disclosure is required will, as commercially reasonable, give the disclosing Party written notice and an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.
- 5.4. The Parties agree to hold each other's Confidential Information in confidence, as detailed in this Article 5, for at least three (3) years after the termination or expiration of the SOW under which such information was disclosed. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than to fulfill its obligations under this Agreement, the applicable Statement(s) of Work, or otherwise to improve services. Notwithstanding the preceding, Customer agrees that Corrigo will be permitted provide Customer IP and Confidential Information to other vendors or service providers of Customer or Corrigo, as may be necessary to effectuate the specific services referenced in the respective SOW or to otherwise improve services provided.
- 5.5. Each Party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. Notwithstanding anything to the contrary, a Party may share or disclose Confidential Information of the disclosing Party to its Affiliates but will remain liable for breaches of this Article 5 by such Affiliates.
- 5.6. The Parties additionally agree that any material or information relating to any subject matter of any SOW (executed or merely contemplated) or disclosed under any other agreement relating to confidentiality ("**Prior NDA**"), will be treated in accordance with this Agreement, and not under any Prior NDA. Solely with respect to such material or information, each Party is expressly released from its obligations of confidentiality under any Prior NDA.
- 5.7. Notwithstanding the foregoing, Customer hereby grants JLL and its Affiliates a non-exclusive, perpetual, irrevocable, royalty-free license to Aggregate Data. JLL and its Affiliates may monitor Customer's (and Customer's authorized users') use of the Work and use data and information related to such use (and Other Information, as defined herein), all in an aggregate and anonymous manner (i.e., not pseudo-anonymized or otherwise capable of identifying Customer or any individual), including to compile statistical and performance information related to the provision and operation of the Work ("**Aggregate Data**"), which will not be considered Customer's Confidential Information. All right, title and interest in the Aggregate Data and all related intellectual property rights, belong thereto and are retained solely by JLL. In the interest of clarity, Customer agrees that JLL and its Affiliates may compile Aggregate Data using anonymized data provided by or on behalf of Customer, e.g., through use of the Work, and Customer agrees that JLL and

its Affiliates may use Aggregate Data to the extent and in the manner not prohibited by applicable law or regulation.

## 6. Intellectual Property

- 6.1. Customer Data. Corrigo acknowledges that, as between Corrigo and Customer, Customer owns and will retain all right, title, and interest in and to (including copyright, patent, trade secret, trademarks, and all other intellectual property rights associated with) (a) the data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or its Authorized Users and received through the Software, (b) other information input into the Services by Customer or its Authorized Users (collectively, “**Other Information**”).
- 6.2. Corrigo IP. Customer acknowledges that Corrigo owns and will retain all right, title, and interest in and to (including copyright, inventions, discoveries, patents, trade secrets, trademarks, and all other intellectual property rights throughout the world) the Software and the processes, procedures, methods, trade secrets, and proprietary know-how associated with or related to the Software or Services or otherwise developed in performing or related to its activities under this Agreement or any SOW (“**Corrigo IP**”). This Agreement conveys no right or interest in the Software, Services, or any Corrigo IP other than the express limited licenses for use as expressly provided in this Agreement for each specific SOW. No other license, express or implied, is provided by this Agreement or any SOW. All rights not expressly granted by Corrigo to Customer through this Agreement and are necessarily reserved by Corrigo and its licensors. For purposes of clarity, Customer IP does not include any right, title, or interest in or to the Software, Corrigo IP, Corrigo’s Confidential Information, or any intellectual property associated therewith.

## 7. Privacy and Security of Personal Data

- 7.1. Corrigo will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of Customer Data, consistent with what Corrigo supplies generally to its other users. Corrigo’s privacy policy is available at <https://www.us.jll.com/en/privacy-statement>, or other replacement location as provided, upon request by Corrigo (“**Privacy Policy**”). The Parties also agree that the Data Privacy Addendum, available at <https://www.jllt.com/wp-content/uploads/2022/01/Data-Privacy-Addendum.pdf> or other replacement location as provided upon request by Customer is incorporated by reference herein. Corrigo does not guaranty the privacy, security, integrity, or authenticity of any Third Party Solution or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws, comply with, to the extent applicable, (i) the European Union (“**EU**”) General Data Protection Regulation 2016/679 (“**GDPR**”) and the Laws of the individual EU member states implementing GDPR with respect to personal data as defined under the GDPR, (ii) all Laws relating to data privacy of any state within the United States; and (iii) data protection laws of countries outside the EU and US to the extent expressly identified in a SOW, in each case as relevant to the Services and activities provided thereunder. Notwithstanding anything to the contrary, Customer represents and warrants that (a) it will obtain and maintain all consents as required from each Authorized User and data subject, prior to being disclosed to Corrigo (through the use of the Software or otherwise), any Personal Data, personally identifiable information, or other personal or information pertaining to any data subject, and authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable SOW, including the collection, disclosure, and use of all information provided to Corrigo; and (b) neither it nor any Authorized User will provide any information to Corrigo, either through the Software or through any other means, which information may qualify as “Sensitive Data” or “Sensitive Personal Data” under any Law governing data privacy.

## 8. Warranties and Limitation of Liability

- 8.1. Limited Warranty. Corrigo warrants solely that the Software will perform substantially in accordance with system requirements as detailed in the respective SOW.
- 8.2. Exceptions to Limited Warranty. This limited warranty will not extend to problems due, at least in part, to (i) failures or problems relating to or caused by any hardware or software external to the Software or not provided by Corrigo, including Equipment or Third Party Solutions; (ii) alterations to the Software other than those performed or authorized in writing by Corrigo, including alterations which involve writing to the Software database; (iii) accident, negligence, or misuse of the Software (by a party other than Corrigo); (iv) operation of the Software (by a party other than Corrigo) outside the specifications or other environmental requirements of the accompanying documentation or for any purpose other than as contemplated by Corrigo; (v) the importation of invalid data from other systems or any other database installed or used with the Software; (vi) any problems relating or connected to, in Corrigo’s opinion, an activity in violation of Section 4.5; or (viii) any breach of Customer under this Agreement or any SOW.
- 8.3. Customer’s Remedies. Upon receipt by Corrigo of Customer’s written notice of a material non-conformity of the Software or of any other failure, Corrigo’s entire liability and Customer’s sole and exclusive remedy will be for Corrigo to use commercially reasonable measures to correct or to provide a work-around, taking into account the severity.
- 8.4. Disclaimer of Other Warranties. **Notwithstanding anything to the contrary in this Agreement or any SOW, other than expressly provided in Sections 8.1 and 8.2: (a) Corrigo does not warrant that use of the Software will be uninterrupted or error-free or that the Software or Services will meet all or any of Customer’s needs; (b) all service, software, and documentation are provided “as is” and “as available” with all faults and without warranty of any kind; (c) all other warranties and representations with respect to the Software, express or implied, are hereby disclaimed and excluded by Corrigo, including any warranty of merchantability, fitness for a particular purpose, or use or freedom from infringement of third party intellectual property rights, or arising from course of fair dealing, course of performance or usage of trade, and (d) Corrigo expressly disclaims all other warranties and representations with respect to the Software and all Services or obligations referenced by or provided under this Agreement or any SOW.**

Customer acknowledges that Corrigo does not control the transfer of data over communications facilities, including the internet or any Equipment or Third Party Solutions, and that the Software and any service provided by Corrigo may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

- 8.5. To the maximum extent permitted by law, Corrigo's total cumulative liability under this Agreement from all causes of action and under all theories of liability will be limited to and will not exceed the total amount of the fees paid to Corrigo for the particular Service giving rise to the liability under the relevant SOW in the twelve months preceding the event giving rise to the claim. This limitation will apply notwithstanding the failure of the essential purpose of any remedy hereunder.

## 9. Indemnification.

- 9.1. Indemnification by Corrigo. Corrigo hereby agrees to defend, indemnify, and hold harmless Customer, and its successors and assigns, subsidiaries, Affiliates, officers, directors, shareholders, personnel, employees, and agents of any kind ("**Customer Indemnitees**") from and against all third party actions, suits, claims, demands, or investigations including all resulting damages, judgments, losses, and liabilities (including reasonable costs, expenses, and attorneys' fees) solely to the extent arising out of failure to comply with applicable Laws by Corrigo or its employees or agents ("**Customer Claims**"). This obligation will only be effective and enforceable to the extent that Customer Claims do not arise, at least in part, from the negligence, intentional misconduct, or breach of any obligations of this Agreement by a Customer Indemnitee or an Authorized User. Indemnification for intellectual property infringement will be in accordance with Section 9.5, below.
- 9.2. Indemnification by Customer. Customer will defend, indemnify, and hold harmless Corrigo, and its successors and assigns, Affiliates, officers, directors, shareholders, personnel, employees, and agents of any kind ("**Corrigo Indemnitees**") against all actual or threatened, claims, investigations, demands, damages, judgments, losses, and liabilities (including reasonable costs, expenses, and attorneys' fees), arising out of or related to, at least in part from, whether direct or indirect: (i) Customer IP, Equipment, or any portion of any Third Party Solutions; (ii) any use of the Software by the Customer or its users or Authorized Users; (iii) any breach of Laws or this Agreement by Customer, its employees or agents, any Customer Indemnitee, or any Authorized User, including Laws applicable to Personal Data ("**Corrigo Claims**"). This obligation to defend, indemnify, and hold harmless will only be effective and enforceable to the extent that such Corrigo Claims do not arise from the gross negligence or intentional misconduct of or by Corrigo.
- 9.3. It is agreed that a Party seeking indemnification will promptly notify the other Party in writing in the event it becomes aware of any claim(s) made, brought, or instituted against it based upon or arising out of the performance of this Agreement for which the indemnitee will seek indemnification. Notwithstanding the foregoing, the failure to give any such notice will not disqualify indemnitee from the right, or otherwise affect in any manner any right of indemnitee to receive payments of indemnifiable amounts unless the indemnifying Party's ability to defend in such claim is materially and adversely prejudiced by the indemnitee's failure to give notice.
- 9.4. Any Party liable to provide indemnification hereunder will be entitled to control the defense and settlement of any claim on which it is liable. The Parties will reasonably cooperate in the investigation, defense, and settlement of any claim. Any indemnifying Party will have no obligation to defend, indemnify or hold harmless an indemnitee with respect to claims against an indemnitee which were settled by the indemnitee without the prior written consent, which consent may not be unreasonably withheld, of the indemnifying Party.
- 9.5. Indemnification for IP Infringement. Corrigo will hold harmless and indemnify Customer against third party suits that claim that Corrigo's Software or Services, without combination, directly infringe the intellectual property rights of a third party ("**Infringement Claim**"). At Corrigo's option, Corrigo will, at its own expense, defend any such Infringement Claim, and Corrigo will pay all damages including attorneys' fees, damage awards, and settlement payments it has approved. Corrigo will have no obligation under this Section for Infringement Claims should (a) the Services or Software be combined or used with products, software, Equipment, or services not provided by Corrigo or (b) the Infringement Claim is anyway related to Corrigo's implementation of written specifications or requirements from Customer for specific functionality where such infringement or claim could have been avoided in the absence of such functionality.

## 10. Force Majeure.

- 10.1. Neither Party will be considered in default of the performance of any obligation (other than obligations relating to payment) under this Agreement to the extent that the performance of the obligation is prevented, limited, or delayed by fire, flood, earthquake, failure of equipment, explosion, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence, or condition which is not caused, in whole or in part by that Party and which is beyond the reasonable control of that Party.

## 11. Miscellaneous.

- 11.1. Independent Contractor Relationship. Neither this Agreement nor the performance by Corrigo of the Services identified herein or in any SOW will be construed to render unto Corrigo any of the rights or benefits available to Customer employees. Notwithstanding anything to the contrary, Customer will be liable for all acts and omissions by users of the Software.
- 11.2. No Third-Party Beneficiaries. Notwithstanding anything to the contrary (other than in connection with any right related to indemnification), (a) it is the Parties' intention that this Agreement will not be construed to give any party other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement and (b) this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns.

- 11.3. Insurance. Each Party warrants and represents that it has secured and will maintain insurance coverages in full force throughout the performance of this Agreement in amounts appropriate to the conduct of its business and to cover its obligations of this Agreement. A valid Certificate of Insurance will be provided to the other Party upon request.
- 11.4. Notice. Any notice, statement, copy, or other communication provided for in this Agreement, will be in writing and will be considered as duly delivered upon actual receipt. Other than communications relating solely to invoices and billing matters, all notices provided by Customer to Corrigo will be addressed to [JLLTLegal@am.jll.com](mailto:JLLTLegal@am.jll.com), and all notices to Customer will be sent to the email address currently maintained in Corrigo's records.
- 11.5. Governing Law. The provisions of this Agreement, any SOWs, and any related documents will be governed by and construed in accordance with the laws of New York, USA (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction). Each of the Parties represents, warrants, and covenants that it has had ample opportunity to consider entering into this Agreement and has had an opportunity to consult with counsel regarding this Agreement, to negotiate changes to this Agreement prior to executing the same, and neither the Uniform Commercial Code nor the United Nations Convention on Contracts for the International Sale of Goods will apply.
- 11.6. Dispute Resolution/No Indirect Damages.
- 11.6.1. **In no event will Corrigo be liable for any consequential, punitive, exemplary, special, incidental, or indirect damages of any kind, including loss or integrity of data, loss of profits, cost of procurement or replacement goods and services, cover, or reliance damages, arising out of or in connection with this Agreement or and SOW or the delivery, use or performance of any Service, or the Software, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not Corrigo has been advised of the possibility of such loss or damage, notwithstanding anything to the contrary.** The Parties agree that these limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- 11.6.2. In the event of a dispute arising out of or relating directly or indirectly to this Agreement or any SOW, the Parties will first attempt to settle such dispute by negotiation and consultation between the senior executives of Customer and Corrigo and other parties familiar with this Agreement and the SOW. The Parties agree that in the event direct negotiations are unsuccessful, all actions and proceedings arising out of or relating directly or indirectly to this Agreement, all SOWs, or any ancillary agreement, or any other related obligations will be litigated solely and exclusively in the state or federal courts located in New York County, New York, USA, and that such courts are convenient forums. Each Party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings, and expressly waives objection thereto. **The Parties expressly agree to waive and relinquish their (and their Affiliates') respective right to a trial by jury on any and all issues.**
- 11.7. Waiver. The Parties may waive any rights or obligations of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, requiring the satisfaction of any condition under this Agreement or any SOW, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver against any other person.
- 11.8. Publicity. Corrigo has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Corrigo business development and marketing efforts, including Corrigo's web site. Customer may opt out of this at any time by submitting a request to [unsubscribe@jll.com](mailto:unsubscribe@jll.com) in writing. Customer has no right to reference and use Corrigo's name and trademarks without Corrigo's prior written consent.
- 11.9. Severability. The invalidity or unenforceability of any provision hereof will in no way affect the validity of enforceability of any other provision hereof.
- 11.10. Compliance Provisions
- 11.10.1. Anti-Bribery. Pursuant to this Agreement, each Party represents that it has not and agrees that it will not violate the laws and regulations of the United States of America (including the Foreign Corrupt Practices Act), any local laws of the country of operation, the country in which business is being conducted, or any other relevant country as applicable (including the United Kingdom Bribery Act of 2010) pertaining to bribery, improper payments, and kickbacks.
- Pursuant to this Agreement, each Party agrees that it has not and will not, either directly or indirectly, engage in bribery, or offer, or promise, or solicit, or make, or receive any "improper payment", including cash, loan, gift, travel, entertainment, hospitality, facilitation payment, kickback, political or philanthropic contribution, anything of value for the benefit of the Parties or its personnel or any entity or individual associated with the Parties or its personnel, or for any other perceived benefit as an inducement to act or refrain from acting, or in order to improperly obtain or retain a business advantage in relation to this Agreement.
- 11.10.2. Trade Controls. Customer represents and warrants that it will comply with all applicable U.S. and foreign export, import, and customs laws and regulations, including the Export Administration Regulations ("EAR"), the Foreign Trade Regulations ("FTR"), the sanctions laws, regulations, and executive orders administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and the U.S. Anti-boycott Laws as such term is defined below (collectively, the "Trade Control Laws") at its sole cost and expense. In the event of a conflict between any U.S. and foreign Trade Control Laws, the U.S. Trade Control Laws will prevail. Customer agrees that with regard to any technical data provided to Corrigo or uploaded to its services, Customer has accurately (i) determined the applicable export control classifications and licensing requirements, (ii) obtained any necessary export licenses, and (iii) submitted any necessary export clearance declarations. If Customer does not provide a Customer Export Classification Form to Corrigo, Customer is deemed to have certified to Corrigo that the respective technical data are classified as EAR99 or is otherwise capable of being exported without restriction. Customer must notify Corrigo before providing any technical data that is controlled under Trade Control Laws, if any, and clearly mark such data as export-controlled.

Corrigo will not be liable to Customer for any loss or expense if Customer fails to comply with the applicable Trade Control Laws or with the provisions set forth herein. Customer will immediately notify Corrigo if Customer becomes listed on, or owned or controlled by anyone on, any restricted persons list published by the U.S. Departments of Commerce, Treasury, or State, the European Union, or the United Kingdom, or if Customer's export privileges are fully or partially denied, suspended, or revoked. Notwithstanding anything to the contrary set forth herein, Corrigo may disclose Confidential Information to government agencies as Corrigo may deem reasonably necessary for the purpose of disclosing, resolving, or remediating any violation or potential violation of any applicable Trade Control Laws.

- 11.10.3. Customer represents and warrants, without limitation, at all times that (i) neither it nor any Authorized User is/are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) neither it nor any Authorized User is/are not listed on any U.S. Government list of prohibited or restricted parties, including any government, country, corporation or other entity, group or individual with whom or any entity which the Office of Foreign Asset Controls ("**OFAC**") sanctions prohibit Corrigo from engaging in transactions (including any person that appears on the current OFAC list of Specially Designated Nationals and Blocked Persons (the "**SDN List**").
- 11.11. Assignment. Neither this Agreement, nor any of the rights, interests, or obligations hereunder (including SOWs) will be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party. Either Party may, however, assign this Agreement together with all related SOWs to an Affiliate, by providing notice thirty (30) days prior to such assignment. Any attempted assignment not in compliance with this Section 11.11 will be void.
- 11.12. Survival. The Parties' obligations of this Article 11, Sections 2.4, 8.4, 8.5, 9.2, and 9.3, and all of Articles 3, 4, 5, 6, and 7, will survive the termination of this Agreement.
- 11.13. Entire Agreement. No agreements between the Parties (or any Affiliates) relating directly or indirectly to the subject matter or any obligations in this Agreement will impact or modify any term or obligation of this Agreement unless such agreement is made as an amendment or otherwise is governed by the terms, notwithstanding anything to the contrary in such agreement. This Agreement and all related SOWs constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement or any services rendered hereunder and supersedes and precludes all other agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties relating thereto. Notwithstanding anything to the contrary, only the terms and conditions expressly contained in this Agreement (including its attachments and all amendments) and the relevant SOW (and its Change Orders) will form binding commitments on the Parties related to the Services described herein. In the interest of clarity, no terms or conditions contained in any other document, e.g., a Purchase Order, will be enforceable against either Party and will be null and void.



## ATTACHMENT A – Service Level Attachment

### **Background**

This Service Level Attachment (“**SLA**”) sets forth the sole and exclusive obligations relating to the subject matter herein. Notwithstanding anything to the contrary, Corrigo will use commercially reasonable efforts to comply with the policies and procedures as set forth herein, as such policies and procedures are updated from time to time, to the extent and as may be communicated by Corrigo or as contained in the relevant SOW.

### **Definitions**

“**Maintenance**” means Unavailability of the Software (a) as announced by Corrigo no fewer than three (3) business days prior to the Software becoming Unavailable; (b) scheduled Maintenance, not longer than eight (8) hours each month and on Friday, Saturday, or Sunday afternoons or evenings (with holiday exceptions) or (c) urgent security updates required as part of any service commitment. Announcements of Unavailability will be made as part of the Service.

“**Unavailable**” and “**Unavailability**” means that the Software cannot be accessed by an Authorized User during a five (5) consecutive minute period and such Authorized User attempts but is unable to access data by means of the Software during that same time period.

“**Unavailable Time**” means the number of minutes that the Software is Unavailable, excluding the period of time corresponding to Maintenance and/or SLA Exclusions.

“**Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the quarter equal to the Unavailable Time.

**Availability Commitment.** Corrigo will make the Software available with an Uptime Percentage of at least 99.5% during any calendar quarter (the “**Availability Commitment**”). Should Customer observe any unplanned Unavailability, it may request Corrigo provide Customer with a detailed report of the Uptime Percentage and Software Unavailability at the conclusion of the respective calendar quarter.

### **Corrigo SLA Exclusions.**

The Availability Commitment does not apply to any Unavailability or inaccessibility of the Software, or any other Software performance issues that result from, at least in part (“**SLA Exclusions**”), Maintenance; factors outside of Corrigo’s reasonable control including a force majeure event, Internet access failure, Equipment, or problems beyond the demarcation point of the Corrigo network; any actions or inactions of Customer (including actions or inactions in connection with the administration of the Software), any Authorized User, or any third party; the equipment, software, or other technology of Customer or any third party (other than third party equipment within Corrigo’s direct control); any act or omission prohibited by Paragraph 4.5 of the Agreement; the use, unavailability, failure of Amazon Web Services, Azure, or other similar cloud provider; or arising from the suspension or termination of any right to use the Software in accordance with the Agreement.