

## SAAS SUBSCRIPTION AGREEMENT

Yardi Canada Ltd., a Canada corporation headquartered at 5925 Airport Road, Suite 605, Mississauga, ON L4V 1W1 ("Yardi"), and

**Bruce County ("Client")  
325 Lambton Street- P.O. Box 1450  
Kincardine, ON N2Z 2Z4 CANADA**

enter into this agreement including any schedules, exhibits or other attachments (this "Agreement") effective as of the Effective Date [defined in section 1 (Definitions), below].

### RECITAL

Yardi has developed certain application software for use by its clients in the Canadian social housing industry desiring social housing waitlist software. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to provide the ability for RENTCafé Users [defined in section 1 (Definitions), below] to access the Yardi Cloud [defined in section 1 (Definitions), below] to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follow:

### AGREEMENT

#### 1. Definitions.

a. "Anniversary Date" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "Business Purposes" means accessing the Yardi Cloud to use the Licensed Program for Canadian social housing waitlist purposes.

c. "Contractor" means a Client contractor who: (i) has an Independent Consultant Network License Agreement with Yardi, and is a current member in good standing of Yardi's Independent Consultant Network; or (ii) a Client contractor who is neither a provider, nor an affiliate of a provider, of: (A) real property management software; (B) asset management software; (C) accounting software; (D) web-based application software; or (E) software or services related to subsections (A)-(D), above.

d. "Data" means the data that RENTCafé Users transmit and/or enter into the database associated with the Licensed Program and Yardi Cloud in connection with their Use of the Licensed Program pursuant to this Agreement.

e. "Deliverable" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "Designated User" or "DU" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "Effective Date" means the date of the last party signature on this Agreement.

h. "Fees" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "Force Majeure Event" means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "Initiation Date" means January 1, 2021.

k. "Licensed Program" or ("RENTCafé") means RENTCafé Social Housing Waitlist for the Canadian social housing market.

l. "Licensed Program Documentation" means the documentation for the Licensed Program.

m. "Password" means the unique username and password: (i) assigned by Client to each Client RENTCafé User (defined below); or (ii) any other RENTCafé User; as more fully described in section 6 (Users and Passwords).

n. "POC(s)" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "RENTCafé Portal User" means individual Canadian social housing waitlist applicants Using RENTCafé for Business Purposes.

p. "RENTCafé User" means, collectively: (i) Designated Users; and (ii) RENTCafé Portal Users; Using RENTCafé for Business Purposes.

q. "Undisputed Fees" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

r. "Use" means authorized access to the Licensed Program in the Yardi Cloud and use of the Licensed Program and Licensed Program Documentation by RENTCafé Users solely for Business Purposes.

s. "Yardi Cloud" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

t. "Yardi Cloud Services" means maintenance and service of the Yardi Cloud.

#### 2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for RENTCafé Users to: (i) access the Yardi Cloud and Use the Licensed Program and Yardi Cloud Services solely for

Business Purposes; and (ii) access the Licensed Program Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through RENTCafé Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Program. Client may only Use the Licensed Program for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Program. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Program or its objects without Yardi's prior express written consent. Client agrees that the Licensed Program must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Program, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Program, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Program accessible to RENTCafé Users 24-hours per day, 7 days per week, excluding downtime for maintenance and repair. Yardi has standing maintenance/repair hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

### **3. Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's 1<sup>st</sup> Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

#### **b. Intentionally Omitted.**

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days, the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this

Agreement's termination or expiration: (i) the license for the Licensed Program and Licensed Program Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Program and Licensed Program Documentation; (iii) Client's access to the Yardi Cloud and Licensed Program will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

### **4. License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the lesser rate of: (i) 1.5% per month; or (ii) the maximum rate allowed under applicable law.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Program, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Program; (iv) the Licensed Program Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

### **5. Implementation and Training.**

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third-party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Program and Yardi Cloud Services. Client acknowledges that RENTCafé Portal Users must purchase, install, and maintain, at their expense, any third-party software and hardware necessary for RENTCafé Portal Users to access the Yardi Cloud and Use the Licensed Program and Yardi Cloud Services. Yardi shall not be liable for any such third-party software or hardware, and Client acknowledges and agrees that any assistance provided to RENTCafé Users by Yardi in connection with such third-party software and hardware shall not alter the parties' responsibilities or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no

recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Program, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Program, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Program, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

## 6. Users and Passwords.

a. **RENTCafé Users.** Client agrees that the exercise of the license granted by this Agreement shall only be through RENTCafé Users. Client's license to access and Use the Yardi Cloud and Licensed Program is limited as provided in Schedule A (Fee Schedule). Each RENTCafé User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be RENTCafé Users, will designate the other Client or Client Contractor RENTCafé Users, and will provide each Client Contractor Designated User with a Password. Each Password shall be personal and unique to the applicable RENTCafé User, and may not be used by anyone other than such RENTCafé User. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Client RENTCafé Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

## 7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Program as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation

to contact, or communicate with, anyone regarding application support issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** Yardi will assign Client to an application support team. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Program through its application support team to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Program, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Additional Terms).

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

### g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Program – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Program on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Program; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

## 8. Data.

a. **Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Data Access.** Yardi agrees to use industry standard: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that its use of industry standard: (A) firewalls and other technology fails to prevent unauthorized third party access to Data; or (B) encryption technology fails to prevent unauthorized third party access to Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Data Access) shall constitute a representation or warranty by Yardi that Data storage or transmission will be inaccessible to unauthorized third parties.

## 9. Confidentiality.

a. **Confidential Information Definition. "Confidential Information"** means all technical and non-technical information including: (i) Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Program, Licensed Program Documentation, Licensed Program schema, Licensed Program functions, Licensed Program user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Program, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Program. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be

bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

## 10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Program will perform substantially as specified in the Licensed Program Documentation. Yardi does not warrant that the Licensed Program will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Program so that the Licensed Program conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAM INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but

cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

#### **11. Damage Limitations.**

a. **Damage Waiver.** REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Liability Limit.** IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

#### **12. Ownership.**

a. **Yardi's Ownership.** Client agrees that as between Yardi and Client: (i) Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Program, Yardi Cloud, Yardi Cloud Services, and Licensed Program Documentation, and to all intellectual property rights in the foregoing, and the only rights Client obtains in the Licensed Program, Yardi Cloud, Yardi Cloud Services, and Licensed Program Documentation are the licenses expressly granted in this Agreement; and (ii) to the fullest extent allowed by applicable law, Yardi shall own Data.

#### **13. Indemnification.**

a. **Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Program, Licensed Program Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Program becomes the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Program, Yardi will: (i) replace or modify the Licensed Program to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Program; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

#### **14. Programming Services.**

a. **Programming Services.** Yardi provides programming ser-

vices including, without limitation (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to the parties' mutual agreement on the Programming Services to be performed, and Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

#### **15. Assignment.**

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

#### **16. Outsourcing.**

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Data, and Licensed Program.

#### **17. Mediation.**

a. **Mediation Request; Condition Precedent.** In the event of a dispute arising out of or related to this Agreement which the parties are unable to resolve through direct negotiation, either party may serve upon the other at its principal place of business a request for mediation. Neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement.

b. **Mediation Process.** The parties will select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The parties shall conduct the mediation not less than 10 or more than 20 days from the

date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Santa Barbara, California. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made in mediation by the other parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

#### 18. **General Provisions.**

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to the City of Santa Barbara, CA if no court of competent jurisdiction resides in the City of Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Injunctive Relief.** The parties agree that a party may seek injunctive relief with respect to any issue for which a court of competent jurisdiction determines that the jurisdictional requirements for injunctive relief have been met.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

#### f. **Notices.**

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:  
Attn: Tania Dickson  
BRUCE COUNTY  
325 Lambton Street- P.O. Box 1450  
Kincardine, ON N2Z 2Z4  
Canada

(iii) If to Yardi:  
Attn: Regional Vice-President  
YARDI CANADA LTD.  
C/O YARDI SYSTEMS, INC.  
430 S. Fairview Ave.  
Goleta, CA 93117

#### With a copy to:

Attn: Legal Department  
YARDI CANADA LTD.  
C/O YARDI SYSTEMS, INC.  
430 S. Fairview Ave.  
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

#### j. **Data Use. Data Retention.**

(i) **Data Use.** To the extent allowed by applicable law, Yardi may aggregate, compile, and use Data in order to improve, develop or enhance the Licensed Program and/or other products services offered, or to be offered, by Yardi; provided that no Data is identifiable as originating from, or can be traced back to, Client or a Client waitlisted applicant tenant in such aggregated form.

(ii) **Data Retention.** Client acknowledges and agrees that, consistent with section 12 (Ownership), and as between Yardi and Client, Yardi will: (A) retain all Data; and (B) own all Data to the fullest extent allowed by applicable law.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may use Yardi-standardized modifications (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

p. **Compliance with Anti-Spam Laws.** The Licensed Program contain functionality that gives Client the ability to draft and send electronic messages to third parties ("**Electronic Messaging Functionality**"). Client acknowledges and expressly agrees that Client is solely responsible for (i) the content contained in any and all electronic messages sent using the Electronic Messaging Functionality included as part of the Licensed Program, and (ii) complying with any and all applicable telephone consumer protection and anti-spam laws, rules, or regulations (collectively, "**Anti-Spam Laws**") that may, directly or indirectly, apply to the transmission of electronic messages sent by Client using the Electronic Messaging Functionality. Client shall not use, or permit any of its RENTCafé Users to use, the Licensed Program or the Electronic Messaging Functionality for the purposes of spamming, cramming, or sending electronic messages in violation of applicable Anti-Spam Laws. Yardi makes no warranties, representations, or guarantees that compliance with the terms of this Agreement is sufficient to comply with any applicable Anti-Spam Laws. Client agrees to defend, indemnify and hold Yardi harmless from and against any and all claims, damages, losses, demands, or governmental regulatory actions resulting from, or related to, Client's alleged or actual violation of any applicable Anti-Spam Laws.

**BRUCE COUNTY ("Client")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**YARDI CANADA LTD. ("Yardi")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Rev. 063019

**SCHEDULE A**

**Fee Schedule**

**Yardi Pin #: 100042139**

**Yardi Order #: 261785**

<b>RENTCafe Social Housing Annual Fees</b>						
<b>License</b>	<b>Unit of Measure (UOM)</b>	<b>Count</b>	<b>\$/UOM</b>	<b>\$/UOM Concession</b>	<b>Net \$/UOM</b>	<b>Annual Fee</b>
RENTCafé Social Housing: Online Application & Waitlist	Unit	822	\$5.00	(\$1.27)	\$3.73	\$3,066.06
<b>Total</b>						<b>\$3,066.06</b>

<b>Total Fees Due</b>	
Annual Fee	\$3,066.06
Sales Tax	as applicable
<b>Total Due</b>	<b>\$3,066.06</b>

**Additional Terms**

1. All pricing in CAD.
2. **PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
3. Additional terms are set forth in the following schedules to this Agreement:  
B – Additional Terms
4. Client's total Annual Fee is subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year.



## SCHEDULE B

### Additional Terms

**Allotted DUs included:**

Agreement includes unlimited RENTCafé DUs

**Concession Details:**

All annual concessions for at-charge products set forth in Schedule A (Fee Schedule) are contingent upon Client maintaining the at-charge product license count set forth in Schedule A (Fee Schedule). If Client reduces the initial at-charge product license count affecting annual license Fees by more than 10%, the concession shall be reduced in correlation to the annual license Fee reduction. For example, if Client reduces the annual license Fee by 50%, the annual concessions for at-charge products set forth in Schedule A (Fee Schedule) shall be reduced by 50%.

**Annual Fees Include:**

Client's annual Fees include access to the Yardi Cloud, Licensed Program, Licensed Program updates/upgrades, and one application support hour per \$1,000.00 of Client's annual Fees. Clients installing the Licensed Program for the first time shall receive 35 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Licensed Program to materially perform as specified in the Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

**Other Terms:**

Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.