

## OWL User AGREEMENT

Version 1.4

Last Updated: September 8, 2021

PLEASE READ THIS AGREEMENT (THE “**AGREEMENT**”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY Owl.Rentals, INC. (“**OWL**”). BY CLICKING “SUBMIT” (OR SIMILAR) BUTTON TO COMPLETE REGISTRATION OR BY USING THE SERVICES IN ANY MANNER (AS APPLICABLE), (I) YOU OR THE ENTITY YOU REPRESENT (“**USER**”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS, AND (II) YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUPPLIER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

### 1. PREAMBLE

1.1. OWL offers a platform that enables registered owners, property managers, and current lessees (“**Supplier**”) of apartments (“**Accommodations**”) to connect with companies seeking temporary housing. may use the Services to source Stays for individuals affiliated with such companies. Companies or other entities (“**Company**”) may also use the Services to source for Stays for its employees, contractors, vendors and other affiliated individuals (collectively, “**Affiliated Guests**”)

1.2. This Agreement pertains to the Supplier and its use of the Services.

### 2. SERVICES AND SUPPORT

2.1. Subject to the terms and conditions of this Agreement, OWL grants Supplier the right to access and use the Services. The Services are subject to modification from time to time at OWL’s sole discretion, for any purpose deemed appropriate by OWL. OWL will give Supplier prior written notice of any such modification.

2.2. OWL will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, OWL reserves the right to suspend Supplier’s access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Supplier is in breach of this Agreement, including failure to pay any amounts due to OWL, or (iii) in the event Supplier is in breach of any Agreement.

2.3. Subject to the terms hereof, OWL will provide reasonable email support to Supplier for the Services from Monday through Friday during OWL’s normal business hours.

2.4. OWL is not financially responsible for any disruption in system access, or any issues related to loss of revenue due to software or technical issues and occurrences.

### 3. BOOKING STAYS; RELATIONSHIP BETWEEN AND RESPONSIBILITIES OF SUPPLIERS, COMPANIES

3.1. Supplier may use the Services to source Accommodations.

3.2. Supplier represents and warrants that it has all rights necessary to make all Accommodations in its Listings on the Services available for temporary residence by Guest. Supplier also represents and warrants that it is the registered owner, property manager, and/or current lessee of any Listings on the Services, and that Supplier is not subject to any legal restrictions that would prevent Supplier from executing an Accommodation Agreement for the Accommodations it lists. In no event will a Supplier offer an Accommodation that is sublet, licensed or leased from another Supplier without explicit written approval from OWL.

3.3. OWL is not responsible for the data entered into the platform.

3.4. OWL does not vet the Suppliers on the platform.

3.5. Companies may elect to award Stays through the Services on behalf of its Affiliated Guests.

3.6. Suppliers must include the cost of furnishings, housewares and utilities in all quotes unless otherwise stated.

3.7. Supplier must quote core inventory only.

#### **4. ACCESS TO BOOKING DATA: SUPPLIER DATA**

4.1. For purposes of this Agreement, (“**Supplier Data**”) shall mean any data, information or other material provided, uploaded, or submitted by Supplier to the Services while using the Services. Supplier shall retain all rights, title and interest in and to the Supplier Data, including all intellectual property rights therein. Supplier, not OWL, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Supplier Data. OWL shall use commercially reasonable efforts to maintain the security and integrity of the Services and the Supplier Data. Supplier shall use commercially reasonable efforts to maintain the security and integrity of the Supplier Data in compliance with applicable Data Privacy laws, and regulations. OWL is not responsible to Supplier for unauthorized access to Supplier Data or the unauthorized use of the Services unless such access is due to OWL’s gross negligence or willful misconduct. Supplier is responsible for the use of the Services by any person to whom Supplier has given access to the Services, even if Supplier did not authorize such use. OWL will use commercially reasonable efforts to provide accurate information and to accurately transmit information, to Supplier, that OWL nor anyone under its control will change, modify or otherwise manipulate the Supplier data from what Supplier or any other supplier has provided, and OWL will have appropriate authority and consent to share that information. OWL will retain chat communication and any uploaded documents for 30 days beyond the awarded booking move out date. Upon termination of this Agreement, OWL will retain Supplier Data for at least two (2) years in accordance with its standard data retention practices and in compliance with applicable privacy laws and the confidentiality obligations of this Agreement, after which the Supplier Data may be irretrievably deleted.

4.2. Notwithstanding anything to the contrary, Supplier acknowledges and agrees that OWL may (i) internally use and modify (but not disclose) Supplier Data for the purposes of (A) providing the Services to Supplier and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for OWL’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing OWL’s products and services). (“**Aggregated Anonymous Data**”) means data submitted to, collected by, or generated by OWL in connection with Supplier’s use of the Services, but only in aggregate, anonymized form which can in no way be linked specifically to Supplier.

4.3. Supplier acknowledges and agrees that it may receive personal data originating from the European Union in connection with Supplier’s user of the Services, including, without limitation, personal data about Guests. Supplier agrees to comply with all applicable data privacy laws, regulations, and directives, including, without limitation, the General Data Protection Regulation (GDPR).

4.4. Although OWL has no obligation to monitor the content provided by Supplier or Supplier’s use of the Services, OWL may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of this Agreement.

4.5. Supplier will be responsible for maintaining the security of Supplier account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Supplier account with or without Supplier’s knowledge or consent.

4.6. Supplier further acknowledges, agrees to and is bound by the Privacy Policy on OWL’s website (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

4.7. Supplier acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“**Third Party Services**”). OWL is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Supplier is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. OWL does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Supplier and a third-party provider is solely between Supplier and such third-party provider and is governed by such third party’s terms and conditions.

#### **5. INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS**

5.1. Except as expressly set forth in this Agreement, Supplier shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to

discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (v) use the Services to build an application or product that is competitive with any OWL product or service; (vi) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Service; or (vii) bypass any measures OWL may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Service). Supplier is responsible for all of Supplier's activity in connection with the Services, including but not limited to uploading Supplier Data onto the Services. Supplier (i) shall use the Services in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Supplier's use of the Services (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Services in a manner that violates any third-party intellectual property, contractual or other proprietary rights.

5.2. Supplier will cooperate with OWL in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as OWL may reasonably request. Supplier will also cooperate with OWL in establishing a password or other procedures for verifying that only designated employees of Supplier have access to any administrative functions of the Services.

5.3. Except as expressly set forth herein, OWL alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services or any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Supplier or any third party relating to the Services, which are hereby assigned to OWL. Supplier will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Supplier any rights of ownership in or related to the Services, or any intellectual property rights.

5.4. Supplier agrees to keep confidential the names of Companies leveraging OWL.

## 6. PAYMENT OF FEES

6.1. Subject to Supplier's compliance with the terms of this Agreement, OWL will charge a one-time fee of \$99 USD ("**Service Fee**") for U.S./Canada awards and \$149.00 USD for Non-US/Canada awards.

6.2. The service fee will be charged to the winning company that was awarded the quote provided.

6.3. The service fee will be charged the day of the scheduled move-in date of awarded quote.

6.4 As of the scheduled move in date any cancellation of the awarded quote will not be waived. Any cancellations prior to the schedule move in date will not incur a service fee.

6.5. OWL Service Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use taxes, if any.

6.6. OWL will provide reports ("**Reports**") with number of reservations, number of move-ins and number of cancellations and fees paid Monthly.

## 7. TERMINATION

7.1. Unless otherwise agreed upon in writing by the parties, this Agreement will commence as of the date Supplier registers for the Services and continue until terminated as set forth herein. If there are no Active Bookings, as defined below, Supplier may terminate this Agreement for convenience at any time upon written notice to OWL. Confirmed Bookings for current or future Stays as of the date of termination ("**Active Bookings**") must be honored by the Supplier, prior to cancellation of this agreement. OWL may suspend Supplier's ability to create or modify Confirmed Bookings through the Services ("**Suspended Status**") for cause at any time upon written notice OWL may elect to terminate this Agreement upon written notice if Supplier's account is in Suspended Status and (i) Supplier does not correct the defect within thirty (30) days from notice or (ii) Supplier has no Active Bookings. Suspended Status may be removed only by OWL in its sole discretion.

7.2. Upon termination for any reason, Supplier's account shall be immediately placed in Suspended Status and all Confirmed Bookings for future Stays shall be automatically charged \$99 per reservation. For the avoidance of doubt, any Stays in effect at the time of termination shall continue in accordance with and subject to the terms of the applicable Confirmed Booking, this Agreement, and the applicable

Accommodation Agreement.

7.3. The following sections will survive termination of this Agreement: Section 5.1 (Intellectual Property Restrictions), 5.3 (Intellectual Property Rights), Section 6 (Payment of Fees – only with respect to accrued rights to payment), Section 7.3 (Survival of Provisions), Section 8 (indemnification) , Section 9 (warranty disclaimers), Section 10 (Limitations of Liability), and Section 11 (miscellaneous).

## **8. INDEMNIFICATION; INSURANCE**

8.1. OWL shall indemnify and hold Supplier harmless from liability to unaffiliated third parties resulting from infringement by the Services of any patent or any copyright or misappropriation of any trade secret; provided that the foregoing obligation does not apply with respect to portions or components of the Services(a) not created by OWL, (b) combined with other products, processes or materials where the alleged infringement relates to such combination, (c) where Supplier continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (d) where Supplier's use of is not materially in accordance with this Agreement and all related documentation.

8.2. Supplier hereby agrees to indemnify and hold harmless OWL and its employees, officers, directors, agents, and representatives against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any third party claim or action that arises in connection with (i) Supplier's gross negligence or willful misconduct, (ii) the use or condition of an Accommodation listed by Supplier on the Services, including without limitation, any injuries, losses or damages arising in connection with the use or booking of such Accommodation except to the extent that the claim arise from use of the Services to make the booking, (iii) any claims relating to cancelled Stays or Supplier's acceptance or denial of a booking, Guest, or Stay, (iv) any claims arising under the Accommodation Agreement or any other agreements entered into between a Guest and any Suppliers concerning Accommodations booked through the Services, (v) an alleged violation of Section 5.1 of this Agreement, or (vi) any claim of infringement or misappropriation excluded from OWL's indemnity obligation in Section 8.1.

8.3. Each party's indemnification obligations are conditioned on (i) the indemnified party providing prompt notice of any and all threats, claims and proceedings related thereto of which indemnified party becomes aware, and (ii) the indemnified party providing reasonable assistance to the indemnifying party. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party will control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified party may not be entered into without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed.

8.4. Supplier shall maintain, and cause any party to whom it delegates or subcontracts, at their respective expense, a comprehensive general liability insurance policy with at least the following coverage levels:

8.5.1 \$1,000,000 general liability per occurrence and aggregate, including, without limitation, personal and advertising injury of \$1,000,000 per occurrence.

## **9. WARRANTY DISCLAIMER**

EXCEPT AS OTHERWISE REPRESENTED OR WARRANTED HEREIN, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS", WITHOUT ANY WARRANTIES OF ANY KIND. OWL (AND ITS AGENTS, AFFILIATES, LICENSORS AND PROVIDERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **10. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR PROVIDERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF OWL HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF OWL, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED THOUSAND DOLLARS. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **11. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is assignable, transferable or sublicensable by Supplier, after providing OWL with written notice.

OWL reserves the right to terminate this Agreement for convenience within 30 days of receipt of written notice. Supplier is not obligated to use the Services. This is not a requirements contract and there is no minimum usage requirement.

OWL may transfer and assign any of its rights and obligations under this Agreement with written notice to Supplier. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Supplier does not have any authority of any kind to bind OWL in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any delay or failure to perform under this Agreement arising from causes beyond its reasonable control; provided the non-performing party is making a good faith effort to perform under this Agreement. OWL will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Diego County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. Supplier agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by OWL. OWL is permitted to disclose that Supplier is one of its customers to any third-party at its sole discretion.