COMMUNITY COVER

Master Terms and Conditions

Applies to a signed Pilot Agreement or Portfolio Rollout Agreement • Version 2026-10-10

These Master Terms and Conditions ("Master Terms") are incorporated into the Pilot Agreement or Portfolio Rollout Agreement (each an "Order Form") signed by a management company ("Customer") with Community Cover LLC ("Provider"). The parties accept the version identified in the Order Form. The Order Form controls its commercial details and any express deviation; Schedule 1 governs physical services and Schedule 2 governs processing of Personal Data.

1. Service

1.1 Access and Use. During the period specified in the applicable Order Form and subject to this Agreement, Customer may (a) access and use the Cloud Service and (b) copy and use the included Software and Documentation as needed, in each case for Customer's internal business purposes and to perform authorized association administration. Customer may make homeowner submission pages, magic links, and authorized association-specific interfaces available to homeowners, residents, and association representatives as part of the Services without granting those persons general manager access. During a Pilot, access is for Customer's Evaluation Purposes, which may include agreed live operating workflows.

1.2 Support. During the applicable Order Form period, Provider will provide Technical Support as described in the Order Form or through hello@getcommunitycover.com. Unless expressly agreed in writing, no fixed service-level response or uptime guarantee applies.

1.3 User Accounts. Customer is responsible for actions taken through its Users' accounts and Users' compliance with this Agreement. Customer and Users must protect passwords and login credentials and promptly notify Provider of suspected compromise. Homeowners using Provider-issued secure submission links are not required to establish a manager login, and Customer is responsible for ensuring their authorized communications and access.

1.4 Feedback and Usage Data. Customer may provide Feedback 'AS IS,' and Provider may use that Feedback to maintain and improve its services. Provider may collect and analyze Usage Data to provide, maintain, secure, troubleshoot, and improve the Product, but may disclose such Usage Data externally only in aggregated, non-identifying form. This clause does not authorize disclosure of identifiable homeowner information, sale of Customer Content, or training of general-purpose artificial intelligence models.

1.5 Customer Content. Provider may copy, display, modify, transmit, and use Customer Content only as needed to provide, maintain, secure, and support the Product and the additional services Customer has authorized, including document extraction, review, messaging, reporting, and approved physical services. Customer retains responsibility for the accuracy, lawfulness, and authorization of Customer Content and Customer's instructions, subject to Provider's obligations in this Agreement.

1.6 Machine Learning. Provider may use automated extraction and artificial intelligence features solely to perform authorized document processing and associated Product functions. Provider will not use Customer Content, identifiable homeowner insurance documents, or associated Personal Data to train or improve general-purpose artificial intelligence models, including third-party models, without Customer's separate express written permission. Any third-party processing must comply with Section 3 and Schedule 2. Due to the nature of artificial intelligence and machine learning, generated information may be incorrect and these tools are not a substitute for human oversight.

1.7 Customer Authority and Decisions. Customer confirms it manages or is authorized to act for each participating association, has obtained required board or association approvals, and may lawfully provide the contact, unit, and insurance information and instruct Provider to communicate with homeowners. Customer determines applicable insurance requirements and retains all decisions on coverage sufficiency, exceptions, waivers, enforcement, and the accuracy of board or association rules. Provider does not act as an insurer, broker, underwriter, attorney, or guarantor of compliance.

1.8 **Communications and Homeowner Submissions.** Customer authorizes Provider to send notices, follow-ups, document requests, and approved letters to designated recipients through settings or written instructions approved by Customer. Secure homeowner upload links may be used without a homeowner login. Customer must keep contact details and mailing addresses reasonably current and review material workflow exceptions as agreed.

1.9 **Scope Extensions and Integrations.** The Services may later encompass other association documents, resident communications, census information, leasing records, vendor certificates, or other compliance categories if separately authorized in writing. Integration with Customer's property management software or another third-party platform requires Customer's authorization and any required third-party permissions. No additional paid service, material new data category, or unrestricted third-party access is automatically included.

1.10 **Concierge and Physical Handling.** If elected or included in a Pilot, Concierge services consist of administrative collection, follow-up, record organization, review-queue assistance, and related operations under Customer's approved settings. Standard incoming scanning and outgoing mail are supplied on the terms and prices in Schedule 1. Provider may use appropriately bound service vendors under Schedule 2 and Customer remains responsible for association judgments.

2. Restrictions & Obligations

2.1 Restrictions on Customer.

(a) Except as expressly permitted by this Agreement, Customer will not (and will not allow anyone else to): (i) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Product (except to the extent Applicable Laws prohibit this restriction); (ii) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Product, except authorized homeowner submissions, association representatives, or other access expressly permitted by Section 1.1; (iii) remove any proprietary notices or labels; (iv) copy, modify, or create derivative works of the Product; (v) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Product; (vi) access accounts, information, data, or portions of the Product to which Customer does not have explicit authorization; (vii) use the Product to develop a competing service or product; (viii) use the Product with any High Risk Activities or with any activity prohibited by Applicable Laws; (ix) use the Product to obtain unauthorized access to anyone else's networks or equipment; or (x) upload, submit, or otherwise make available to the Product any Customer Content to which Customer and Users do not have the proper rights.

(b) Use of the Product must comply with all Documentation and Use Limitations.

2.2 **Suspension.** If Customer (a) has an outstanding undisputed balance more than 30 days past due, (b) breaches Section 2.1, or (c) uses the Product unlawfully or in a way that materially and negatively affects the Product or others, Provider may temporarily suspend the affected access. When practical, Provider will give advance notice and an opportunity to resolve the issue; Provider may suspend immediately where needed to prevent material harm or unauthorized access. Provider will restore access once the underlying issue is resolved. Suspension does not waive accrued fees or reasonable access to Customer Content exports consistent with security requirements.

3. Privacy & Security

3.1 **Personal Data.** The parties will comply with Schedule 2 (Data Processing and Security) whenever Provider processes Personal Data for Customer. Customer determines the purposes and means of insurance compliance administration and Provider acts on Customer's documented instructions as to homeowner and association records, subject to applicable law. Where data protection laws require a different allocation of roles or additional terms, the parties will cooperate to execute them before relevant processing. Schedule 2 controls over inconsistent provisions as to Personal Data.

3.2 **Prohibited Data.** Customer will not (and will not allow anyone else to) submit Prohibited Data to the Product unless authorized by the Order Form or Key Terms.

3.3 **Security Measures.** Provider will implement and maintain commercially reasonable organizational, technical, and physical safeguards designed to protect Customer Content from unauthorized access, alteration, and

disclosure. The more specific processing instructions and security obligations appear in Schedule 2. Neither party represents that any unlisted independent security certification or particular vendor system is currently in place.

3.4 **Security Events.** Provider will promptly investigate suspected unauthorized access to Customer Content and notify Customer of a confirmed Personal Data breach without undue delay and within the period specified in Schedule 2. Provider will cooperate reasonably with Customer's required notices and containment and remediation efforts.

3.5 **Subprocessors.** Provider may use subcontractors and subprocessors only under Schedule 2, subject to appropriate confidentiality and privacy obligations. Customer may request an updated subprocessor list and the parties will document required approvals before production processing.

4. Payment & Taxes

4.1 **Fees.** Unless the Order Form specifies a different currency, all Fees are in U.S. Dollars and are exclusive of taxes. Except for the prorated refund of prepaid Fees allowed with specific termination rights given in the Agreement, Fees are non-refundable.

4.2 **Invoicing.** For a Payment Process with invoicing, Provider will send invoices for usage-based Fees in arrears and for all other Fees in advance, in each case according to the Payment Process.

4.3 **Automatic Payment.** Automatic charges apply only when Customer separately and expressly authorizes a recurring payment method in writing. The signing of an Order Form alone does not grant such authorization. If authorized, Provider may charge the method at the agreed cadence and will make billing history available to Customer.

4.4 **Taxes.** Customer is responsible for all duties, taxes, and levies that apply to Fees, including sales, use, VAT, GST, or withholding, that Provider itemizes and includes in an invoice. However, Customer is not responsible for Provider’s income taxes.

4.5 **Payment.** Customer will pay Provider Fees and taxes in U.S. Dollars, unless the Order Form specifies a different currency, according to the Payment Process.

4.6 **Payment Dispute.** If Customer has a good-faith disagreement about the Fees charged or invoiced, Customer must notify Provider about the dispute before payment is due, or within 30 days of an automatic payment, and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days. If no resolution is agreed, each party may pursue any remedies available under the Agreement or Applicable Laws.

4.7 **Participating Units and Pricing Clock.** For a Portfolio Rollout Agreement, the first 12 months of Core software are free and months 13 through 24 cost $2.95 per participating unit per year, billed annually in advance. All additional participating associations share the original Customer-level subscription clock, with paid-year additions prorated for remaining days in that annual period. Eligible unit removals arising from association opt-out or loss of management will receive a documented pro-rata credit for the unused paid annual period, applied to the next invoice or refunded on termination; other changes are reconciled at the next invoice. There is no minimum unit count or mandatory rollout percentage.

4.8 **Concierge and Usage Charges.** Optional Concierge is $0.40 per participating Concierge unit per month after any separately signed free Pilot, billed monthly in arrears; partial months are prorated. Physical mail, scanning and nonstandard handling are billed under Schedule 1, monthly in arrears. Customer, as the contracting management company, is responsible for Provider invoices, including approved physical usage; any separate customer-to-association billing arrangement is outside this Agreement. All invoiced amounts are payable within 30 days after invoice date unless the Order Form states otherwise.

4.9 **Rollout Incentive.** For a qualifying Portfolio Rollout Agreement, Provider will pay Customer a one-time incentive of $2.00 for each unique unit that has completed 90 consecutive days of paid Concierge participation. The incentive for that unit becomes payable in full following day 90, and vests in twelve equal monthly portions over the 12 months following qualification. If Customer voluntarily discontinues paid Concierge for reasons other than association opt-out, loss of management, or other written exception during the vesting period, Provider may recover only that unit's unvested incentive amount. Fraudulently obtained incentives may be recovered in full. Each unit qualifies once; no incentive is earned during a free Pilot or solely through Core participation.

4.10 **Usage Rate Changes.** Provider may change the usage-based prices in Schedule 1 only with at least 30 days' direct written notice before the new price applies to future usage. Any such change does not affect agreed Core pricing, Concierge pricing during the initial term, or a charge already incurred. Special services are charged only when quoted and approved in writing before performance.

5. Term & Termination

5.1 **Order Form and Agreement.** Each Order Form begins on the activation or effective date identified under that Order Form. A Pilot lasts 60 calendar days unless terminated earlier under Section 5.3 and does not renew or create any paid obligation by continued access, silence, or expiration. A Portfolio Rollout Order Form has a 24-month initial Subscription Period and, subject to the renewal conditions in that Order Form and Section 5.2, may renew for additional 12-month periods. A separate written Portfolio Rollout Order Form is required to establish any paid commitment following a Pilot.

5.2 **Renewal and Framework Terms.** These Master Terms apply to each signed Order Form identified by version and continue for as long as an Order Form governed by them is in effect, subject to surviving obligations. For a Portfolio Rollout Agreement, either party may elect non-renewal by written notice at least 120 days before the term ends. Provider will send a renewal reminder and proposed renewal pricing at least 150 days before term end. A renewal occurs only if renewal pricing is accepted in writing by the Customer by the 120-day notice deadline and neither party has given timely non-renewal notice; otherwise the Order Form expires at term end. No unilateral change to Core pricing is permitted during the initial term.

5.3 **Termination.** Either party may terminate the applicable Order Form:

(a) (a) if the other party fails to cure a material breach following 30 days' written notice describing the breach, or earlier where a cure is impossible;

(b)-(c) (b) immediately on written notice if the other party dissolves without a successor, ceases business, makes an assignment for creditors, or remains in qualifying insolvency proceedings for more than 60 days; and (c) during a Pilot, for any or no reason on seven (7) days' written notice. The Pilot expiration at day 60 requires no termination notice. The Portfolio Rollout Agreement does not grant either party a general seven-day convenience termination right.

5.4 **Force Majeure.** Either party may terminate an affected Order Form upon notice if a Force Majeure Event prevents the Product from materially operating for 30 or more consecutive days. Provider will pay to Customer a prorated refund of any prepaid Fees for the remainder of the Subscription Period. A Force Majeure Event does not excuse Customer's obligation to pay Fees accrued prior to termination.

5.5 **Effect of Termination.** Termination of an Order Form ends the affected access, subject to any separate Order Forms expressly remaining in effect. On any expiration or termination:

(a) Customer will no longer have any right to use the Product.

(b) (b) At Customer's written request, Provider will make available a reasonably usable export of Customer Content and delete or return it within the timeframes in Schedule 2, subject to legally required retention and ordinary backup lifecycle;

(c) Each Recipient will return or destroy Discloser’s Confidential Information in its possession or control.

(d) Provider will submit a final bill or invoice for all outstanding Fees accrued before termination and Customer will pay the invoice according to Section 4 (Payment & Taxes).

5.6 Survival.

(a) (a) The following provisions survive as applicable: Section 1.4 (Feedback and Usage Data) subject to its restrictions; Section 1.6 (Machine Learning) restrictions; Section 2.1 (Restrictions on Customer); Section 3 (Privacy & Security) for retained Personal Data; Section 4 (Payment & Taxes) for accrued fees; Section 5.5 (Effect of Termination); Section 5.6 (Survival); Section 6 (Representations & Warranties); Section 7 (Disclaimer of Warranties); Section 8 (Limitation of Liability); Section 9 (Indemnification), where applicable; Section 10 (Confidentiality); Section 11 (Reservation of Rights); Section 12 (General Terms); Section 13 (Definitions); and the applicable Order Form provisions referenced by them.

(b) Each Recipient may retain Discloser’s Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by Applicable Laws, in

which case Section 3 (Privacy & Security) and Section 10 (Confidentiality) will continue to apply to retained Confidential Information.

6. Representations & Warranties

6.1 **Mutual.** Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; (c) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement; and (d) it will comply with the Additional Warranties.

6.2 **From Customer.** Customer represents and warrants that it, all Users, and anyone submitting Customer Content each have and will continue to have all rights necessary to submit or make available Customer Content to the Product and to allow the use of Customer Content as described in the Agreement.

6.3 **From Provider.** During a paid Subscription Period, Provider represents and warrants that it will not materially reduce the general functionality of the Cloud Service. This warranty does not apply to the free Pilot or clearly identified beta features.

6.4 **Provider Warranty Remedy.** If Provider breaches the warranty in Section 6.3 (Representations & Warranties from Provider), Customer must give Provider notice (with enough detail for Provider to understand or replicate the issue) within 45 days of discovering the issue. Within 45 days of receiving sufficient details of the warranty issue, Provider will attempt to restore the general functionality of the Cloud Service. If Provider cannot resolve the issue, Customer may terminate the affected Order Form and Provider will pay to Customer a prorated refund of prepaid Fees for the remainder of the Subscription Period. Provider's restoration obligation, and Customer's termination right, are Customer's only remedies if Provider does not meet the warranty in Section 6.3 (Representations & Warranties from Provider).

7. Disclaimer of Warranties

7.1 **Disclaimer.** Provider makes no guarantee that the Product will always be secure, safe, error-free, uninterrupted, or accurate; the exclusions in this Section are subject to Provider's affirmative obligations concerning security, confidentiality, and data processing. During a free Pilot the Product is furnished 'AS IS' and 'AS AVAILABLE.' Except for the warranties expressly stated in Section 6 and the other express commitments in this Agreement, Provider and Customer disclaim implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement to the maximum extent permitted by Applicable Laws.

8. Limitation of Liability

8.1 **Liability Caps.** Subject to Section 8.4, each party's total cumulative liability for claims arising out of or relating to an Order Form will be limited as follows:

(a) (a) General Cap Amount: during a free Pilot, $10,000 in the aggregate per party; during a paid Portfolio Rollout Agreement, the greater of $25,000 or the Fees paid or payable by Customer during the 12 months immediately before the claim;

(b) (b) Increased Cap Amount: for claims arising from a breach of Section 3 (Privacy & Security), Schedule 2, or Section 10 (Confidentiality), the greater of $100,000 or two times the Fees paid or payable by Customer during the 12 months immediately before the claim. Claims cannot be placed under multiple caps to multiply recovery.

8.2 **Damages Waiver.** Except as provided in Section 8.4 (Exceptions), under no circumstances will either party be liable to the other for lost profits or revenues (whether direct or indirect), or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this Agreement, even if the party is informed of the possibility of this type of damage in advance.

8.3 **Applicability.** The limitations and waivers contained in Sections 8.1 (Liability Caps) and 8.2 (Damages Waiver) apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise.

8.4 **Exceptions.** Section 8.1's General Cap does not apply to Increased Claims, which remain subject to the Increased Cap. Neither Section 8.1 nor Section 8.2 limits liability for a party's fraud, willful misconduct, or obligations that cannot lawfully be limited. Except for those exceptions, indemnification obligations under Section 9 are subject to the General Cap unless the claim independently qualifies as an Increased Claim. The damages

waiver does not exclude recoverable direct costs of the other party's response to a breach of Section 3 or Section 10, subject to the applicable cap.

9. Indemnification

9.1 **Protection by Provider.** Subject to Section 8 and this Section 9, Provider will indemnify, defend, and hold harmless Customer against Provider Covered Claims brought by third parties, including reasonable out-of-pocket damages, awards, settlements, costs and legal expenses arising from claims that the authorized Cloud Service infringes another person's intellectual property rights. This Section 9 applies to paid Portfolio Rollout Agreements, not to a free Pilot unless expressly elected in a signed Order Form.

9.2 **Protection by Customer.** Subject to Section 8 and this Section 9, Customer will indemnify, defend, and hold harmless Provider against Customer Covered Claims brought by third parties, including reasonable out-of-pocket damages, awards, settlements, costs and legal expenses arising from unauthorized Customer Content, Customer's unlawful instructions, or Customer's breach of Section 2.1. This Section 9 applies to paid Portfolio Rollout Agreements, not to a free Pilot unless expressly elected in a signed Order Form.

9.3 **Procedure.** The Indemnifying Party's obligations in this section are contingent upon the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim for which it seeks protection; (b) providing reasonable assistance to the Indemnifying Party at the Indemnifying Party's expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of each Covered Claim. A Protected Party may participate in a Covered Claim for which it seeks protection with its own attorneys only at its own expense. The Indemnifying Party may not agree to any settlement of a Covered Claim that contains an admission of fault or otherwise materially and adversely impacts the Protected Party without the prior written consent of the Protected Party.

9.4 **Changes to Product.** If required by settlement or court order, or if deemed reasonably necessary in response to a Provider Covered Claim, Provider may: (a) obtain the right for Customer to continue using the Product; (b) replace or modify the affected component of the Product without materially reducing the general functionality of the Product; or (c) if neither (a) nor (b) are reasonable, terminate the affected Order Form and issue a pro-rated refund of prepaid Fees for the remainder of the Subscription Period.

9.5 Exclusions.

- **(a)** Provider's obligations as an Indemnifying Party will not apply to Provider Covered Claims that result from (i) modifications to the Product that were not authorized by Provider or that were made in compliance with Customer's instructions; (ii) unauthorized use of the Product, including use in violation of this Agreement; (iii) use of the Product in combination with items not provided by Provider; or (iv) use of an old version of the Product where a newer release would avoid the Provider Covered Claim.
- **(b)** Customer's obligations as an Indemnifying Party will not apply to Customer Covered Claims that result from the unauthorized use of the Customer Content, including use in violation of this Agreement.

9.6 **Exclusive Remedy.** This Section 9 (Indemnification), together with any termination rights, describes each Protected Party's exclusive remedy and each Indemnifying Party's entire liability for a Covered Claim.

10. Confidentiality

10.1 **Non-Use and Non-Disclosure.** Except as otherwise authorized in the Agreement or as needed to fulfill its obligations or exercise its rights under this Agreement, Recipient will not (a) use Discloser's Confidential Information; nor (b) disclose Discloser's Confidential Information to anyone else. In addition, Recipient will protect Discloser's Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care.

10.2 **Exclusions.** Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.

10.3 **Required Disclosures.** Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides Discloser reasonable advance

notice of the required disclosure and reasonably cooperates, at Discloser's expense, with Discloser's efforts to obtain confidential treatment for the Confidential Information.

10.4 **Permitted Disclosures.** Recipient may disclose Discloser's Confidential Information to Users, employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 10 (Confidentiality) and Recipient remains responsible for everyone's compliance with the terms of this Section 10 (Confidentiality).

11. Reservation of Rights

11.1 Except for the limited rights granted by Section 1.1 and Sections 1.4-1.6, Provider retains all right, title, and interest in the Product, whether developed before or after the Order Form date. Customer retains all right, title, and interest in Customer Content, and nothing in this Agreement grants Provider any right to sell or independently commercialize Customer Content.

12. General Terms

12.1 **Entire Agreement.** This Agreement is the only agreement between the parties about its subject and this Agreement supersedes all prior or contemporaneous statements (whether in writing or not) about its subject. Provider expressly rejects any terms included in Customer's purchase order or similar document, which may only be used for accounting or administrative purposes. No terms or conditions in any Customer documentation or online vendor portal will apply to Customer's use of the Product unless expressly agreed to in a legally binding written agreement signed by an authorized Provider representative, regardless of what such terms may say.

12.2 **Modifications, Severability, and Waiver.** A waiver, modification, or change to the signed commercial terms or any material legal protection in the version of these Master Terms incorporated by an Order Form must be in writing and signed or electronically accepted by both parties. Provider may publish future versions for new Customers or new Order Forms, but a published revision alone does not amend an existing Order Form. Provider may adjust only the usage-based rates under Schedule 1 with at least 30 days' direct written notice as expressly authorized there. If a provision is unenforceable, the remaining provisions remain in effect; failure to enforce a provision is not a waiver.

12.3 **Governing Law and Chosen Courts.** The laws of the State of Delaware, excluding conflicts rules, govern this Agreement. State and federal courts located in Delaware have exclusive jurisdiction over disputes about this Agreement, and each party submits to those courts, subject to Section 12.4.

12.4 **Injunctive Relief.** Despite Section 12.3 (Governing Law and Chosen Courts), a breach of Section 10 (Confidentiality) or the violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 10 (Confidentiality) or violation of a party's intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

12.5 **Non-Exhaustive Remedies.** Except where the Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

12.6 **Assignment.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. However, either party may assign this Agreement upon notice if the assigning party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which this Agreement relates. Any attempted but non-permitted assignment is void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12.7 **Beta Products.** If Provider gives Customer access to a Beta Product, the Beta Product is provided "AS IS" and Section 6.3 (Representations & Warranty From Provider) does not apply to any Beta Products. Customer acknowledges that Beta Products are experimental in nature and may be modified or removed at Provider's discretion with or without notice.

12.8 **Logo Rights.** Neither party may use the other party's name, trademarks, logo, testimonials, participation, or case study in public marketing without that party's prior written consent. Neither a free Pilot nor a paid rollout creates automatic publicity rights.

12.9 **Notices.** Notices, requests, and approvals under this Agreement must be in writing and sent to the notice email identified in the applicable Order Form, or to Provider at hello@getcommunitycover.com. A notice by email is effective upon confirmed transmission without an automated non-delivery notice; notices by overnight commercial delivery are effective two business days after mailing. Either party may change its notice email by written notice to the other.

12.10 **Independent Contractors.** The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.

12.11 **No Third-Party Beneficiary.** There are no third-party beneficiaries of this Agreement.

12.12 **Force Majeure.** Neither party will be liable for a delay or failure to perform its obligations of this Agreement if caused by a Force Majeure Event. However, this section does not excuse Customer’s obligations to pay Fees.

12.13 **Export Controls.** Customer may not remove or export from the United States or allow the export or re-export of the Product or any related technology or materials in violation of any restrictions, laws, or regulations of the United States Department of Commerce, OFAC, or any other United States or foreign agency or authority. Customer represents and warrants that it is not (a) a resident or national of an Embargoed Country; (b) an entity organized under the laws of an Embargoed Country; (c) designated on any list of prohibited, restricted, or sanctioned parties maintained by the U.S. government or agencies or other applicable governments or agencies, including OFAC’s Specially Designated Nationals and Blocked Persons List and the UN Security Council Consolidated List; nor (d) 50% or more owned by any party designated on any of the above lists. Provider may terminate this Agreement immediately without notice or liability to comply, as determined in Provider’s sole discretion, with applicable export controls and sanctions laws and regulations.

12.14 **Government Rights.** The Cloud Service and Software are deemed “commercial items” or “commercial computer software” according to FAR section 12.212 and DFAR section 227.7202, and the Documentation is “commercial computer software documentation” according to DFAR section 252.227-7014(a)(1) and (5). Any use, modification, reproduction, release, performance, display, or disclosure of the Product by the U.S. Government will be governed solely by the terms of this Agreement and all other use is prohibited.

12.15 **Anti-Bribery.** Neither party will take any action that would be a violation of any Applicable Laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Provider or Customer in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

12.16 **Titles and Interpretation.** Section titles are for convenience and reference only. All uses of “including” and similar phrases are non-exhaustive and without limitation. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply to this Agreement.

12.17 **Signature.** This Agreement may be signed in counterparts, including by electronic copies or acceptance mechanism. Each copy will be deemed an original and all copies, when taken together, will be the same agreement.

12.18 **Order Form Priority and Version Control.** If an Order Form conflicts with these Master Terms, the Order Form controls for that Customer. Schedule 2 controls Personal Data questions and Schedule 1 controls the standard physical-service definitions and rates except when the Order Form expressly grants free Pilot treatment. The controlling Master Terms version is the version identified in the Order Form and delivered or made available to Customer at signature; Provider will maintain an archival copy of each incorporated version.

13. Definitions

13.1 **Defining Variables.** Terms defined in an Order Form have the meanings given there, and the applicable Order Form controls if inconsistent with these Master Terms. A Variable not defined in either these Master Terms or the Order Form will mean 'none' or 'not applicable,' and the corresponding provision will not apply.

13.2 “Affiliate” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest.

13.3 “Agreement” means the applicable signed Pilot Agreement or Portfolio Rollout Agreement and these incorporated Master Terms and Conditions, including Schedules 1 and 2.

13.4 “Applicable Data Protection Laws” means the Applicable Laws that govern how the Cloud Service may process or use an individual’s personal information, personal data, personally identifiable information, or other similar term.

13.5 “Applicable Laws” means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern Provider or Customer.

13.6 “Beta Product” means an early or prerelease feature or version of the Product that is identified as beta or similar, or a version of the Product that is not generally available.

13.7 “Cloud Service” means the subscription-based Community Cover web application described in the applicable Order Form.

13.8 “Confidential Information” means information in any form disclosed by or on behalf of a Discloser, including before the Effective Date, to a Recipient in connection with this Agreement that (a) the Discloser identifies as “confidential”, “proprietary”, or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement and the information on each Cover Page. Customer’s Confidential Information includes non-public Customer Content and Provider’s Confidential Information includes non-public information about the Product.

13.9 “Cover Page” means an applicable one-page signed Order Form incorporating these Master Terms. A signature from Customer constitutes acceptance; Provider accepts by written activation confirmation.

13.10 “Covered Claim” means either a Provider Covered Claim or Customer Covered Claim.

13.11 “Customer Content” means data, information, or materials submitted by or on behalf of Customer or Users to the Product but excludes Feedback.

13.12 “Discloser” means a party to this Agreement when the party is providing or disclosing Confidential Information to the other party.

13.13 “Documentation” means the usage manuals and instructional materials for the Cloud Service or Software that are made available by Provider.

13.14 “Embargoed Country” means any country or region to or from where Applicable Laws generally restrict the export or import of goods, services, or money.

13.15 “Feedback” means suggestions, feedback, or comments about the Product or related offerings.

13.16 “Fees” means amounts owed under the applicable Order Form and Schedule 1, where applicable; included free Pilot services do not incur Fees.

13.17 “Force Majeure Event” means an unforeseen event outside a party’s reasonable control where the affected party took reasonable measures to avoid or mitigate the impacts of the event. Examples of these kinds of events include unpredicted natural disasters like a major earthquake, war, pandemic, riot, act of terrorism, or public utility or internet failure.

13.18 “Framework Terms” means these Master Terms and Conditions and all incorporated schedules, as identified by version on the applicable Order Form.

13.19 “GDPR” means European Union Regulation 2016/679 as implemented by local law in the relevant European Union member nation, and by section 3 of the United Kingdom’s European Union (Withdrawal) Act of 2018 in the United Kingdom.

13.20 “High Risk Activity” means any situation where the use or failure of the Product could be reasonably expected to lead to death, bodily injury, or environmental damage. Examples include full or partial autonomous vehicle technology, medical life-support technology, emergency response services, nuclear facilities operation, and air traffic control.

13.21 “Indemnifying Party” means a party to this Agreement when the party is providing protection for a particular Covered Claim.

13.22 “Key Terms” means the material legal variables and choices addressed directly in these Master Terms, including Delaware law, liability allocation, data protection, and applicable Order Form exceptions.

13.23 "OFAC" means the United States Department of Treasury's Office of Foreign Assets Control.

13.24 “Order Form” means a signed Pilot Agreement or Portfolio Rollout Agreement that identifies the Provider and Customer and incorporates a specific version of these Master Terms; it controls business terms and any express deviations.

13.25 “Personal Data” will have the meaning(s) set forth in the Applicable Data Protection Laws for personal information, personal data, personally identifiable information, or other similar term.

13.26 “Product” means the Cloud Service, related Software, Documentation, Concierge administration, and approved physical services.

13.27 “Prohibited Data” means (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act; (b) credit, debit, bank account, or other financial account numbers; (c) social security numbers, driver’s license numbers, or other unique and private government ID numbers; (d) special categories of data as defined in the GDPR; and (e) other similar categories of sensitive information as set forth in the Applicable Data Protection Laws.

13.28 “Protected Party” means a party to this Agreement when the party is receiving the benefit of protection for a particular Covered Claim.

13.29 “Recipient” means a party to this Agreement when the party receives Confidential Information from the other party.

13.30 “Software” means the client-side software or applications made available by Provider for Customer to install, download (whether onto a machine or in a browser), or execute as part of the Product.

13.31 “Standard Terms” means these Community Cover Master Terms and Conditions, including Schedules 1 and 2, as incorporated in an Order Form; they are adapted from Common Paper forms identified in the attribution on the final page.

13.32 “Usage Data” means data and information about the provision, use, and performance of the Product and related offerings based on Customer’s or User’s use of the Product.

13.33 “User” means an authorized individual using the Product on Customer's behalf or through Customer's account; homeowners and residents submitting documents via approved secure links may also be Users for the limited purpose of applicable privacy and conduct provisions.

13.34 "Variable" means a word or phrase that is highlighted and capitalized, such as Subscription Period or Governing Law.

Schedule 1. Physical Services and Rate Card

1.1 **Standard Domestic Outgoing Mail.** For an ordinary domestic black-and-white compliance letter, the charge is $1.95 per mailed item for its first PDF page plus $0.20 for each additional PDF page, using standard duplex printing. Items requiring more than six physical sheets (more than 12 PDF pages) incur an additional $3.50 oversized-handling charge.

1.2 **Incoming Scanning.** The charge is $1.50 per incoming item for its first one through ten scanned pages and $0.30 for each additional page thereafter. Incoming items exceeding 30 pages require a quotation and Customer written approval before any charge is incurred.

1.3 **Nonstandard Services.** Certified, color, international, expedited, unusually large, bulk, nonstandard printing, postage, courier, and other special handling are performed and charged only following advance written quotation and Customer approval. Provider is not required to perform a nonstandard service without approval.

1.4 **Pilot Inclusion.** During a free Pilot, ordinary outgoing domestic compliance letters and ordinary incoming scanning are included without charge. No ordinary-mail credit cap applies. Any exceptional handling is chargeable only if approved in writing before the charge is incurred.

1.5 **Usage Records, Invoicing and Rates.** Provider will make a reasonably itemized usage record available; paid usage is billed monthly in arrears, Net 30. Rate changes require at least 30 days' direct written notice and apply prospectively only; a rate-card update does not alter agreed Core or Concierge pricing.

Schedule 2. Data Processing and Security

2.1 **Roles and Processing Instructions.** As between Provider and Customer, Customer determines the purpose of and instructions for processing homeowner and association data submitted to the Product; Provider processes Personal Data to provide the Services on Customer's documented instructions, including instructions within authorized Product settings, except as required by law. Provider may act as an independent controller for its own account administration, security, billing and legal compliance data to the extent permitted by applicable law.

2.2 **Scope and Data Categories.** Processing includes collection, storage, AI-assisted extraction, review, classification, reminders, communications, reporting, support, authorized integrations, postage preparation, scanning and deletion. Data may include owner or resident names, email and postal addresses, telephone numbers, unit and association identifiers, insurance policies and associated coverage and expiry details, account metadata, workflow status, correspondence and activity logs. Processing lasts during the applicable service term and the limited post-termination return or deletion period.

2.3 **Confidentiality, Access and Safeguards.** Provider will restrict access to personnel and service providers with a legitimate service purpose who are subject to confidentiality obligations; use commercially reasonable access controls, protected data transmission, backups and security monitoring appropriate to the sensitivity of information; and take reasonable action to address identified security vulnerabilities. Specific certifications, service providers, and technical implementation details are not represented by this Schedule unless supplied in a separately agreed written security exhibit.

2.4 **Subprocessors.** Provider may engage necessary subprocessors for hosting, communication delivery, document extraction, print and mail fulfillment, scanning, and support only under agreements with appropriate data protection and confidentiality terms. Provider will supply Customer its current material subprocessor list before live processing and upon material changes. Where applicable law requires additional approvals or notices, the parties will implement them in writing before the relevant use.

2.5 **Security Incidents.** Provider will investigate suspected unauthorized access or disclosure involving Customer Personal Data and, after confirming a breach affecting such data, notify Customer without undue delay and in no event later than 72 hours after confirmation, to the extent legally permissible. Notice will include the information then reasonably available about the event, affected data categories and mitigation, with additional information as investigation progresses. Provider will reasonably cooperate on legally required notices and remediation.

2.6 **Data Rights and Lawful Requests.** Customer will address individual requests concerning association and homeowner records, and Provider will provide reasonable technical assistance to the extent Customer cannot satisfy them using the Product. Each party will comply with applicable legal obligations and cooperate in responding to valid regulatory requests. Provider will not sell Customer Personal Data or use it for independent advertising or general-purpose AI model training.

2.7 **Return, Export, Deletion and Retention.** Upon written request following termination, Provider will make Customer Content reasonably available for export and delete Customer Content from active systems within 60 days after a confirmed request, except where retention is legally required or necessary to defend claims or keep customary security records. Backup copies may remain until ordinary backup rotation and must remain protected and unavailable for ordinary processing. The parties may agree a written retention schedule for specific document classes.

2.8 **Additional Legal Requirements.** Before processing data subject to laws requiring mandatory data-processing clauses, cross-border transfer safeguards, or a specific subprocessor or incident arrangement, the parties will execute the legally required supplemental terms. If such terms conflict with this Schedule regarding regulated Personal Data, those terms control to the extent required by applicable law.