

SCREENING SERVICES ACTIVATION AGREEMENT

RentGrow, Inc., a Delaware corporation located at 400 Fifth Avenue, Suite 120, Waltham, MA 02451 ("RentGrow"), and

District of Columbia Housing Authority ("Client")
1133 N. Capitol Street
Washington, DC 20002

enter into this agreement including any schedules, exhibits or other attachments (this "Agreement") effective as of the date of the last party signature on this Agreement ("Effective Date").

RECITAL

RentGrow provides certain Services to Client in connection with its use of the Services for managing properties owned and/or managed by Client. As a condition to accessing and using the Services and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "Applicant" means a current or prospective tenant of a Property who has consented in writing to End-User's use of the Services in connection with the Permissible Purpose.

b. "Confidential Information" is defined in section 6 (Confidentiality).

c. "Credit Bureau" and "CRA" mean each credit bureau such as Equifax®, Experian®, TransUnion® and other consumer reporting agency vendor (such as LexisNexis®) that provides information contained in the Services, either individually or collectively as understood by the context wherever referenced.

d. "Eligibility Criteria" means the Applicant selection policies or standards, as set solely by Client or other responsible party such as a property owner.

e. "End-Users" means Client and Client's employees who access and use Services.

f. "Fair Credit Reporting Act" or "FCRA" means 15 U.S.C. § 1681 et seq. as may be amended from time to time.

g. "Permissible Purpose" means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement, the FCRA, all other applicable laws and regulations, and Schedule C (Required Supplemental Terms and Conditions).

h. "Property" or "Properties" means the property or properties and the designated units thereof expressly listed in Schedule B (Property Worksheet).

i. "Services" means the RentGrow screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by the FCRA, other related applicable laws and regulations and Schedule C (Required Supplemental Terms and Conditions).

j. "Tenant Screening Report" means the information from any Credit Bureau assembled, merged and provided by RentGrow: (i) to Applicants, as required; and (ii) to End-Users, as required.

2. Term and Termination: Exclusivity.

a. Term. This Agreement will commence on the Effective Date and shall remain in full force for 5 years (the "Initial Term") unless earlier terminated in accord with section 2(b).

(Termination). 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. Termination for Cause. Either party may terminate this Agreement upon written notice to the other party where: (i) there has been a material breach that is not or cannot be cured within 7 days of written notice of the material breach; or (ii) there has been a material breach and the breaching party fails to acknowledge the breach and work diligently to cure the breach within a time period that is satisfactory to the non-breaching party. Termination pursuant to this section 2(b) (Termination for Cause) shall be effective upon delivery of written notice and, where applicable, after expiration of the cure period. Notwithstanding the foregoing, RentGrow does not guarantee that any information contained in the Services will be available from any specific Credit Bureau or CRA; and in the event the Credit Bureaus stop providing data to RentGrow for any reason, RentGrow may terminate this Agreement, in whole or in part, upon written notice.

c. Termination for Convenience. Following the Initial Term, Client may terminate this Agreement without cause and for its convenience upon 30 calendar days' prior written notice. Upon a termination for convenience, Client shall promptly pay any Undisputed Fees owed to RentGrow as of the effective date of Client's termination. If Client terminates this Agreement pursuant to this section 3(c) (Termination for Convenience), Client shall not be entitled to a refund of any Fees.

d. Effect of Termination.

(i) Services Termination. Upon termination or expiration of this Agreement, RentGrow will cease providing the Services to Client and all outstanding Undisputed Fees owed, if any, shall become immediately due and payable.

(ii) Return of Confidential Information. Upon this Agreement's termination or expiration effective date, the parties shall comply with section 6(d) (Ownership and Return of Confidential Information).

e. Survival. The parties' obligations under, and the provisions of, sections 2(c) (Effect of Termination), 3 (Fees), 4 (Acknowledgments, Criteria and Access), 6 (Confidentiality), 7 (Warranties), 8 (Damage Limitations), 10 (Mediation)

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and 11 (General Provisions) shall survive this Agreement's termination or expiration.

f. **Exclusivity.** During the term of this Agreement, Client shall use RentGrow as the exclusive provider of tenant screening with respect to the Properties identified in Schedule B (Property Worksheet).

3. **Fees.**

a. **Fees.** Client expressly acknowledges and agrees to pay RentGrow the Fees for its use of the Services in accordance with Schedule A (Fee Schedule) and to provide and keep current all billing-related information to be provided by Client in Schedule E (Required Billing and Invoicing Information). Client further expressly acknowledges and agrees that it, and not any other party (such as, by way of example, a third party Property owner), is solely responsible for paying to RentGrow all Fees for the Services actually used by Client, even if Client used the Services in connection with the management of Property that Client no longer manages or owns, and is solely responsible for the consequences of any delays caused by incorrect, outdated or incomplete information provided in Schedule E (Required Billing and Invoicing Information).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fees when due is a material breach subject to the terms of section 2(b) (Termination). Additionally, Client expressly acknowledges and agrees that: (i) Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is greater; and (ii) if Client fails to timely cure a material breach for non-payment of Undisputed Fees, RentGrow may suspend the Services in whole or in part.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax (exclusive of taxes based on RentGrow's net income), however designated, levied, or based, that apply to the Services provided under this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice of such dispute in accordance with section 11(e) (Notices), Client agrees that the undisputed portion of such Fees, if any ("Undisputed Fees") shall be due and payable as invoiced irrespective of the dispute. Client further acknowledges and agrees that it is expressly prohibited from disputing any Fees incurred for the Services on the grounds such Fees were incurred on behalf, or are the responsibility, of any third party (such as, by way of example, a property owner).

4. **Acknowledgements, Criteria, Access and Location.**

a. **Acknowledgements and Required Supplemental Terms and Conditions.** As an express condition of accessing and using the Services as permitted under this Agreement, Client acknowledges and agrees that it and all End-Users shall do so only for the Permissible Purpose, and that Client and all End-Users are bound by: (i) the terms and conditions of this Agreement related to the access and use of the Services; (ii) the FCRA; (iii) all other applicable laws and regulations; and (iv) the then-current version of Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available on-line at: <http://www.yardi.com/us-screening-schedule-c> or as RentGrow may otherwise provide to Client.

b. **Tenant Eligibility Criteria.** Client is solely and exclusively responsible for establishing the Eligibility Criteria for

each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.

c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services, and shall only do so for the Permissible Purpose. End-Users may be added or replaced, free of charge, however: (i) each End-User must have a unique password or user-ID with which to access or use the Services; (ii) user-IDs and passwords must be immediately revoked when an End-User is no longer authorized to access or use the Services; (iii) End-User passwords and user-IDs may not be shared or used by more than one individual End-User; and (iv) Client shall keep and maintain an accurate list of its currently authorized End-Users and shall provide such list to RentGrow upon request. If any user of Client's Voyager software has access to the Services and is not an End-User, Client shall require and ensure that such user first executed, directly with RentGrow, a Screening Services Activation Agreement or equivalent. Notwithstanding the foregoing, any unauthorized access to or use of the Services by anyone shall entitle RentGrow to immediately suspend or terminate part or all of the Services.

d. **Right to Audit and Compliance.** In accordance with RentGrow's obligations to the Credit Bureaus and some CRAs, including RentGrow's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that RentGrow may conduct random as well as regular monitoring of End-User's access to and use of the Services and compliance with section 4(a) (Acknowledgements and Required Supplemental Terms and Conditions) for the purpose of validating that End-Users are accessing and using the Services only for the Permissible Purpose and in accordance with this Agreement. Additionally, pursuant to any obligations RentGrow has or may have under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing and the like, Client agrees to comply with any standard RentGrow "know-your-client" requirements, processes or procedures.

e. **Shared Location.** In the event Client operates from a physical location or on a server or network (the "Location") that is shared with a third party business (a "Company"), Client hereby acknowledges and represents that: (i) Client is legally entitled to operate at or on the Location shared with Company; and (ii) Client shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.

5. **Software Title.**

Non-Transfer. All right, title and interest in and to any RentGrow software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "RentGrow Software") used as part of the Services shall remain exclusively with RentGrow or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.

6. **Confidentiality**

a. **Confidential Information Definition.** "Confidential Information" means all non-public information including, without limitation: (i) patent, copyright, trade secret, and other pro-

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proprietary information; (ii) RentGrow Software; (iii) a party's financial information; (iv) customer lists, business forecasts, sales and marketing plans; (v) the Services; (vi) the prices offered or paid per this Agreement; (vii) this Agreement's terms; (viii) the content and data comprising the Services; and (ix) any other information disclosed by one party (a "Disclosing Party") to another party (a "Receiving Party"), or to which a Receiving Party is exposed because of this Agreement, that a 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 Receiving Party agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of a Disclosing Party to any third party. A Receiving Party may use a Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. A 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. A Receiving Party's employees and contractors may not use Confidential Information in any way that may compete with a Disclosing Party. Each Receiving Party agrees that it will treat all Confidential Information with the same degree of care as that Receiving Party accords its own Confidential Information, but in no event less than reasonable care. Each Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and contractors who need to know such information, and each 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 at least as restrictive as those applicable to the Receiving Party under this Agreement. A Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of that Disclosing Party's Confidential Information and agrees to assist that Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** Each Receiving Party's obligations under section 6(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 information was received from the Disclosing 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 a Disclosing Party. A Confidential Information disclosure by a 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 a party under this Agreement, shall not be a breach of this Agreement by a 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. **Ownership and Return of Confidential Information and Other Materials.** Each Disclosing Party's Confidential Information is and shall remain the property of the Disclosing Party, and this Agreement does not grant or imply any license or other rights to a Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after a Disclosing Party's request, the Receiving Party will promptly either, at the Disclosing Party's election, destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and provide a company officer's written certification of compliance with said destruction or delivery.

e. **Third Party Information Disclosure.** A Disclosing Party shall not communicate any information to a Receiving Party in violation of the confidentiality, privacy or proprietary rights of any third party.

7. Warranties.

a. Warranties.

(i) **Services Warranty.** RentGrow warrants that it will pro-vide the services pursuant to this Agreement in a professional, good, and workmanlike manner consistent with industry standards.

(ii) **Applicable Law.** RentGrow will comply with all laws directly applicable to RentGrow's performance of this Agreement.

(iii) **Mutual Warranty.** Each party warrants to the other party that, as of the Effective Date of this Agreement, it has all the necessary rights and authority to enter into, deliver, and perform under this Agreement.

b. **Remedy for Warranty Breach.** If RentGrow breaches the warranty set forth in section 7(a) (Warranties), RentGrow agrees at its sole cost to use prompt and commercially reasonable efforts to, as applicable: (i) remedy any errors or omissions in the services and re-deliver the services to Client in a corrected manner, or (ii) modify its performance of the Services so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then RentGrow will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 7(b) (Remedy for Warranty Breach), THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 7(a) (Warranties).

c. **Warranty Disclaimer (as between RentGrow and Client only).** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, RENTGROW DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Warranty Disclaimer (as between Client and each Credit Bureau only).** SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

8. Damage Limitations.

a. **Damage Waiver (as between RentGrow and Property Manager only).** EXCEPT AS PROVIDED IN SECTION 8(e) (EXCEPTIONS), REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR

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SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. Damage Waiver (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

c. Liability Limit (as between RentGrow and Client only). IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT (BUT EXCLUDING SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS)), AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO RENTGROW FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE EARLIEST DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY.

d. Liability Limit (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

e. Exceptions.

(i) Damage Waiver. THE DAMAGE WAIVER SET FORTH IN SECTION 8(a) (DAMAGE WAIVER), SHALL NOT APPLY TO A PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY).

(ii) Liability Limit. THE LIABILITY LIMIT SET FORTH IN SECTION 8(c) (LIABILITY LIMIT) SHALL NOT APPLY TO (i) CLIENT'S OBLIGATION TO PAY UNDISPUTED FEES IN ACCORD WITH THIS AGREEMENT, OR (ii) DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

f. Non-Reliance Release (as between RentGrow and Client only). CLIENT HEREBY RELEASES RENTGROW AND ITS AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY THIRD PARTY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED AS PART OF THE SERVICES; AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY, FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.

g. Non-Reliance Release (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

9. Assignment.

RentGrow may assign, sell, convey, pledge or otherwise transfer this Agreement, in whole or in part and with or without notice, to its parent company, a wholly owned subsidiary, or a wholly owned subsidiary of its parent company; and Client may assign, sell, convey, pledge, or otherwise transfer this Agreement provided it has the express prior written consent of RentGrow, which RentGrow may withhold for any reason. Any other attempted assignment, sale, conveyance, pledge, or other transfer of this Agreement is void and a material

breach of this Agreement.

10. Disputes.

a. Informal Dispute Resolution. Before bringing any legal action with respect to a dispute under this Agreement, the parties will follow the informal dispute resolution process set forth in section 3 (Disputes) of Schedule D (Supplemental Terms).

b. Dispute Confidentiality. Any statements and/or information exchanged as part of the informal dispute resolution process set forth in section 4 (Disputes) of Schedule D (Supplemental Terms) are made in confidence and shall not be disclosed to any third parties. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to an informal dispute resolution is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. No writing prepared for the purpose of, in the course of, or pursuant to, an informal dispute resolution, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. All communications, negotiations, or settlement discussions by and between participants in the course of an informal dispute resolution shall remain confidential. Evidence otherwise admissible or subject to discovery outside of an informal dispute resolution shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in an informal dispute resolution.

c. Non-Binding. If either party participates in informal dispute resolution in good faith but is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available at law or in equity.

11. 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 any other party, and no party to this Agreement shall have any express or implied right to bind any 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 Washington D.C. as such laws are applied to agreements made and performed entirely within the District of Columbia.

c. Venue. [INTENTIONALLY OMITTED]

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

e. Notices.

The parties shall deliver any notice required by this Agreement by personal delivery, by certified U.S. Mail return receipt requested, or by an established, reputable overnight

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delivery carrier that provides traceable proof of delivery (such as FedEx®), and will be deemed given upon confirmed delivery to the party to whom it is intended at its address of record. The addresses of record of Client and RentGrow, all of which must be included on any notices under this section, are as follows:

If to Client:

Attn: Horace Carrington
DISTRICT OF COLUMBIA HOUSING
AUTHORITY
1133 N. Capitol Street
Washington, DC 20002

If to RentGrow:

RENTGROW, INC.
Attn: COO
400 Fifth Avenue, Suite 120
Waltham, MA 02451

With a copy to:

YARDI SYSTEMS, INC.
Attn: Legal Department
430 S. Fairview Ave.
Goleta, CA 93117

A party may change its address of record or notice recipient by giving written notice of such change in accordance with this section.

f. **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.

g. **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.

h. **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.

i. **Data Use.** RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

j. **Entire Agreement.** This Agreement (including all of the attached Schedules) constitutes the final, complete, and exclusive statement of the agreement of 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 has any party relied on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. **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 any 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.

l. **Modification.** Except as expressly set forth elsewhere in this Agreement, the parties may only modify or amend this Agreement in a writing signed by an authorized representative of each party.

m. **Force Majeure.** Neither party to this Agreement shall be liable to the other party for a failure of 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. As used in this Agreement, "Force Majeure Event" means any event beyond the reasonable control of the party affected by such event, including without limitation, fire, 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.

n. **Signature; Counterparts.** This Agreement is not binding on the parties until it has been signed and a copy received by all parties. However, signatures need not appear on the same copy of this Agreement, so long as 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 or as soon thereafter as is reasonably practicable; however, the failure to provide original counterparts 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.

12. **Personal Data.** RentGrow acknowledges that all personally identifiable information provided by Client regarding individuals/applicants ("Personal Data") is highly confidential. RentGrow may only disclose and use the Personal Data as necessary for purposes of providing the Services to Client and performing its obligations under this Agreement (which shall include disclosing the Personal Data to the Credit Bureaus and other third parties data vendors for purposes of RentGrow providing the Services). RentGrow agrees to take reasonable measures to protect the confidentiality of the Personal Data. RentGrow agrees to notify Client in writing promptly upon learning of an actual or suspected unauthorized access involving Personal Data in RentGrow's possession or control, and shall provide, at no expense to Client, all such information, and reasonable cooperation and assistance as is requested in order to evaluate the event. RentGrow may only allow access and use of Personal Data as necessary for purposes of providing the Services to Client, and then only through authorized personnel who are bound by confidentiality obligations and to not use it or disclose it for any unauthorized purpose. RentGrow agrees to have in place at all times while this Agreement is in effect commercially reasonable security means and administrative, structural, physical, and technical safeguards, policies and facilities, based on industry accepted practices, for protection of the security and integrity of Personal Data against unauthorized access or use, and to impose similar obligations on its affiliates, contractors and agents who may receive or have access to such information.

13. **Insurance.**

a. **Coverage.** RentGrow shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

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(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products – completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit;

(v) professional liability coverage on a claims made basis in an amount not less than \$5,000,000 each claim,

\$5,000,000 aggregate; and

(vi) excess liability insurance in an amount not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

b. **Additional Insured Endorsement.** Upon Client's request, RentGrow agrees to have Client named as an additional insured on RentGrow's commercial general liability and automobile liability insurance policies.

c. **Certificates.** Upon Client's request, RentGrow agrees to provide Certificates of Insurance evidencing the coverage specified in subsections (a)(i)-(vi), and providing the insurer's standard language regarding certificate holder notification of coverage cancellation.

RENTGROW, INC.

By: _____

Date: _____

Print Name: _____

Title: _____


AUG 22 2018

Michael Remorenko
Authorized Representative

DISTRICT OF COLUMBIA HOUSING AUTHORITY
("Client")

By: _____

Date: _____

Print Name: _____

Title: _____



August 17, 2018

Cheryl Moore

Contracting Officer

Rev. 031616

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SCHEDULE A

Fee Schedule

RentGrow/Screening PIN #: 100065204
RentGrow/Screening Order #: 158156

Screening Services and Fees

1) **SERVICES FEES:**

- ☒ \$5.00 – Premium Credit Screening and Social Security Fraud Check
- ☒ \$18.00 – Premium National Criminal Screening including national criminal search, national sex offender search, OFAC/SDN Terrorist search, DC County and Virginia State Supplemental County/State criminal searches
- ☒ \$3.00 – Civil Court Records pertaining to landlord and tenant disputes
- ☒ \$1.00 – Rental Payment History Screening, including records from the Experian RentBureau National Rental Data Exchange and collections data from multi-family collection agencies

- 2) **PAYMENT TERMS:** Client agrees to pay charges shown on this Fee Schedule within 30 days of invoice in accordance with the terms in Section 3 (Fees). All prices, fees and payment terms shall be subject to change by RentGrow upon 30 days prior written notice.
- 3) **TAXES:** Client agrees to pay, as applicable, any state or local excise, sales, use or other tax (except income taxes or corporate excise taxes) imposed on RentGrow resulting from this Agreement. Any such taxes paid for by RentGrow shall be reimbursed by Client.
- 4) **ADDITIONAL TERMS:** Client acknowledges and agrees to the additional terms set forth in Schedule B (Property Worksheet) and Schedule C (Required Supplemental Terms and Conditions).

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SCHEDULE B
Property Worksheet

RentGrow/Screening PIN #: 100065204
RentGrow/Screening Order #: 158156

Property Worksheet Terms

a. **Property Information.** In order to access and use the Services, and to remain compliant with the FCRA and applicable law, Client or its designated POC (defined below, which may be or include Property Manager) must provide certain information, including but not limited to, information about the Properties for which the Services will be utilized (the "Property Information"). Client or its POC shall be responsible for: (a) providing true, accurate, current and complete information in the RentGrow and/or Yardi Systems, Inc. Service application forms and as otherwise reasonably requested by RentGrow; and (b) maintaining and promptly updating Property Information so that it remains true, accurate, current and complete during the term of this Agreement.

Client understands and acknowledges that if Client or its POC provides any Property Information that is untrue, inaccurate, not current or incomplete, regardless of where the information originated, or if RentGrow has reasonable grounds to suspect such information is untrue, inaccurate, not current or incomplete, RentGrow may suspend or terminate all or part of the Services.

b. **Designated Client Point(s) of Contact (POC).** Client shall appoint POCs, below, for the Property(ies) indicated. RentGrow shall have no obligation to contact or communicate with any other persons regarding this Schedule B (Property Worksheet) except as indicated in section 11(e) (Notices). Each POC shall be an authorized End-User physically located at the Property for which he or she has been designated. Only the designated POC is authorized to add new End-Users, except that if the Services are accessed through Client's Voyager software, Client shall ensure that any Designated User of said Voyager software that also has access to the Services shall also be an End-User.

Property Name	Property Type	Units	Street Address	City	State	Zip	Property Phone	Property Manager	Property Manager Email
DCHA HCV Program	Public Housing	16,000	1133 North Capitol Street N.E.	Washington	DC	20002	202-535-1000	Horrace Carrington	hcarring@dchousing.org
DCHA Public Housing	Public Housing	17,000	1133 North Capitol Street N.E.	Washington	DC	20002	203 535-1000	Horrace Carrington	hcarring@dchousing.org
	Total:	33,000							

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SCHEDULE C

Required Supplemental Terms and Conditions

The full text of the current version of Schedule C (Required Supplemental Terms and Conditions) is located and available on-line at <http://www.yardi.com/us-screening-schedule-c> and, by this reference, is fully incorporated herein as may be updated from time to time, with or without notice.

In the event any material update to or modification of Schedule C (Required Supplemental Terms and Conditions) that Client does not accept, Client must immediately stop using the Services and notify RentGrow in writing within 7 days of the Schedule C revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the Services and terminate this Agreement for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of Schedule C (Required Supplemental Terms and Conditions) in effect at the time of such access or use.

Under no circumstances shall RentGrow include in Schedule C (Required Supplemental Terms and Conditions) any term, condition, notice or otherwise that is not required by a Credit Bureau, CRA, or applicable law or regulation in order for RentGrow to be able to provide, or for Client and End-Users to be able to access and use, the Services.

As indicated in Schedule C (Required Supplemental Terms and Conditions), Client is required to initial certain terms. Client acknowledges and agrees that the initials at the bottom of this page shall fulfill such requirement on a continuing basis, including as to any updates to Schedule C (Required Supplemental Terms and Conditions) to the extent Client and End-Users access and use the Services.

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Schedule D

Supplemental Terms

1. Contract Administration.

- a. Property Manager Contracting Officer – The Contracting Officer and the Executive Director are the only Property Manager officials authorized to contractually bind Property Manager. The Interim Contracting Officer is Cheryl Moore, Administrative Services, 1133 North Capitol Street, NE, Room 300, Washington, DC 20002-7599; Telephone No. (202) 535-1212. Property Manager agrees to promptly notify Yardi of any changes in the Contracting Officer.
- b. Contracting Officer's Technical Representative – The Contracting Officer's Technical Representative shall be responsible for the general administration of the Contract, advising the Contracting Officer as to Yardi compliance or noncompliance with the Contract, initiating Service orders, reviewing all invoices and generally providing the day-to-day monitoring of the Contract.
- c. The Technical Representative for Property Manager shall be Horace Carrington, Program Manager, Property Manager Placement Division District of Columbia Housing Authority, 1133 North Capitol Street, NE, Washington, D.C. 20002-7599; Telephone (202) 435-3240. Property Manager agrees to promptly notify Yardi of any changes in the Technical Representative.

2. Services. Yardi shall provide online access to credit reporting services (Trans Union, Experian/TRW and Equifax), landlord/tenant court records, criminal checks, wanted fugitive checks, automatic-notification of completed screenings, hard copy of reports upon request from Property Manager, free template denial letters, and training of Property Manager Authorized Users relating to the screening portal through which the screening services are provided (and such other services as Yardi makes available from time to time for customers of the same services).

3. Disputes. In the event of a dispute arising out of or related to this Agreement, the parties shall mutually work to resolve any such dispute in good faith through direct negotiation. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then Yardi shall submit such dispute to a member of its senior management and Property Manager shall submit such dispute to its Contracting Officer. If the dispute is not resolved by Yardi's senior management and Property Manager's general Contracting Officer within 30 days immediately following the commencement of their discussions, then Yardi shall submit the dispute to its COO and Property Manager shall submit the dispute to its Executive Director. If the dispute is not resolved by Yardi's COO and Property Manager's Executive Director within 15 business days immediately following the commencement of their discussions, then the parties may submit any such dispute to resolution in a court of competent jurisdiction.

4. Indemnification. Yardi shall indemnify, defend and hold harmless and continue to indemnify and hold harmless Property Manager and the U.S. Department of Housing and Urban Development ("HUD") and their respective agents, employees, representatives and contractors, and the Property Manager Board of Commissioner's from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including any attorney's fees and other costs of litigation) arising out of or relating to any third party claim arising or resulting from the gross negligence of or willful misconduct by Yardi, its agents, employees and subcontractors; provided however, that this indemnification shall be subject to any and all defenses that Yardi may lawfully assert. The obligations, indemnities and liabilities assumed by Yardi shall not extend to any liability caused by HUD, or the negligence of Property Manager or their respective employees or agents. Property Manager shall promptly notify Yardi upon learning of any claim for which Yardi may be liable under this paragraph.

5. Insurance. Yardi agrees to maintain the insurance requirements set forth in section 13 (Insurance) of this Agreement.

6. Laws. Yardi agrees to comply with the following to the extent they are applicable:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
- b. The Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*), the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, *et seq.*), and related Secretary of Labor regulations and instructions (29 CFR Parts 4, 6, 8, and 1925).
- c. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- d. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*).
- e. Any and all applicable laws and regulations of the United States, the District of Columbia, or any other State(s) where work will be performed under this Agreement or any political subdivision thereof, including, but in no way limited to, any and all laws governing its relationship with its officers, employees, agents, representatives, affiliates, or subcontractors, including, by way of example, compensation, working hours, overtime, non-discrimination in employment, etc.

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7. Anti-Deficiency. No provision contained in this Agreement shall be construed as a multi-year financial obligation to Yardi so as to cause a violation of the federal of District of Columbia Anti-Deficiency Act.
8. Section 3 Requirements. Section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), as amended ("Section 3") is intended to direct employment and other economic opportunities to low- and very low- income persons (particularly persons who are recipients of HUD assistance for housing), to the greatest extent possible. Contractor certifies that vacant employment positions filled after the Effective Date of the Agreement will not be filled in a manner designed to circumvent Contractors obligations under Section 3.
9. Records. Property Manager, HUD or the Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Agreement, have reasonable access to and the right to reasonably examine, no more than once annually unless more frequency is mandated by applicable law, the records and reports that are directly related to the Services and payments hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

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SCHEDULE E

Required Billing and Invoicing Information

For all RentGrow billing or invoicing questions, please contact the RentGrow Accounting Department by phone at (800) 736-8476 (option 3) or by email at RS_Invoicing@Yardi.com

Primary Corporate Billing Contact – to be used by the RentGrow Accounting Department for addressing billing issues, questions about Schedule A (Fee Schedule) or questions about this Schedule E (Required Billing and Invoicing Information).

Name: Barbara Chen

Title: Director of Financial Management

Phone: (202) 535-1250

Email: DCHApayments@dchousing.org

General Billing Email (if applicable): _____

Invoice Delivery Options (choose Option 1 or Option 2):

☐ Option 1 – Email Delivery (select one of the following):

☒ Email invoices to each property at the property email addresses provided in Schedule B (Property Worksheet)

or

☐ Email a single file containing all invoices for the properties in Schedule B (Property Worksheet) to the Primary Corporate Billing Contact email provided, above

or

☐ Email a single invoice file for each property listed in Schedule B (Property Worksheet) to the Primary Corporate Billing Contact email provided, above

☐ Option 2 – US Postal Service Regular Mail (USPS) Delivery (select one of the following options):

☐ Mail invoices for each property to the physical property addresses provided in Schedule B (Property Worksheet)

If selected, select the proper "Attention to" recipient for all invoices:

☐ Leasing Office ☐ Property Manager ☐ Asst. Property Manager ☐ Other: _____

☐ Some properties are unable to receive USPS deliveries
(The RentGrow Billing Department will contact the Primary Corporate Billing Contact to coordinate invoicing).

or

☐ Mail all invoices for the properties listed in Schedule B (Property Worksheet) to the following address:

Name: _____

Attention To / Title: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Important: Be sure that the address provided is an address to which USPS deliveries are accepted and that the Name and Attention To / Title are accurate.

Client acknowledges and agrees that it is responsible for keeping the above information current and complete and that Client is solely responsible for all misrouted or returned invoices. RentGrow and Client further acknowledge and agree that changes to this Schedule E (Required Billing and Invoicing Information) may be made in writing (including by email) by and between the RentGrow Accounting Department and the Primary Corporate Billing Contact.

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