

LANDING MARKETPLACE SERVICES AGREEMENT

This Landing Marketplace Services Agreement ("**Agreement**") is between , a Delaware limited liability company (" **Landing**"), and the " **Landlord**" (identified in the signature block below). (Landing and Landlord may also be referred to collectively as the "**Parties.**")

WHEREAS, Landing provides marketing and other apartment rental services to property managers and owners of certain residential buildings, directly or indirectly via its affiliates, through its B2B website, ***direct.hellolanding.com***.

WHEREAS, Landing's affiliates provide property support, including via the B2C website located at ***Hellolanding.com***, which markets apartment units ("**Units**") and provides Landing members ("**Member**" or "**Landing Member**") with apartment rental services that allows them to access those Units via the hellolanding.com website or Landing mobile app ("**Landing Platform**").

WHEREAS, Landlord is the property manager or owner of certain residential buildings (each, a "**Property**") who is interested in using Landing's Services as further described herein.

NOW, THEREFORE, in consideration for the promises set forth in this Agreement, the Parties agree as follows:

1. Landing, directly or indirectly via its affiliates, agrees to provide the following services ("**Services**") subject to this Agreement and such other terms and conditions as referenced herein:
 1. **direct.hellolanding.com**. Landing shall provide Landlord user access to direct.hellolanding.com to apply for and engage Landing's Services. Landlord's access to and use of direct.hellolanding.com shall be subject to and governed by the then-current Terms of Service for direct.hellolanding.com posted at <https://www.hellolanding.com/terms>.
 2. **Landing Platform**
 1. Through Landlord's account on direct.hellolanding.com, Landlord may list, price and market its Units that will be accessible to Members on the Landing Platform. Landlord's access to and use of hellolanding.com shall be subject to and governed by the then-current Terms of Service for hellolanding.com posted at <https://www.hellolanding.com/terms>.
 2. The Landing Platform will provide an NAA standard form of lease and/or the Marketplace Sublease Agreement for the Unit for the Landlord and Landing Member to electronically sign a Unit lease, with certain preferred rider terms for Landing Members (including, but not limited to, the right to provide 14 days written notice of termination by Member without a fee, waiving application fees, requiring no security deposits, and such other preferred rider terms for Members as may be mutually agreed by Landing and Landlord from time-to-time) and/or the Marketplace Sublease Agreement. Landing has the right to apply Landlord's signature to the Unit lease and/or Marketplace Sublease Agreement upon the Landing Member reserving the applicable listing.
 3. **Member Verification**. Landing or its affiliates will conduct, in accordance with applicable law, credit and background checks on Members using a third-party verifications provider. Landing will provide a copy of the background report upon written request, subject to applicable law.
 4. **Insurance**. Landing will obtain commercial grade insurance coverage (e.g., property damage, etc.) for each Unit rented by a Landing Member. Landing's insurance coverage may change from time to time subject to market conditions but will not be less than typical industry requirements for unit rentals.
 5. **Landing FF&E**. In order to maintain a quality Unit, Landing will provide Landlord the option of purchasing Landing's proprietary commercial grade, modern Landing furniture and home goods (e.g., kitchenware, linens, towels, etc.) ("**Landing FF&E**"). Landlord's purchase of FF&E is subject to the terms of a purchase order with our affiliate, Landing Furniture, Inc.
 6. **Landing Support**. Landing will provide Landlord reasonable support during the term of the Unit lease, including:
 1. Collection and remittance of fees due to Landlord through a third-party payment processor, Stripe Connect. Within 3-5 business days of receipt, the funds will be directed to Landlord's Stripe Connect account. Landing shall take commercially reasonable actions (not to include litigation) to obtain from Member fees owed to

Landlord. **In no event shall Landing be responsible for any fees owed to Landlord and not remitted to Landing.**

2. Maintaining a Landing Member experience help line to assist Members with Unit related issues (e.g., maintenance). Landing will share with Landlord Unit issues reported by a Member within a reasonable timeframe.
7. **Additional Landing Support.** Landing may offer Landlord additional ala carte support services (e.g., Unit cleaning on turnover, furniture delivery, installation, etc.) from time to time at an additional cost.
2. Landlord agrees to:
 1. **Unit/Property Information.** Provide and maintain true and complete information regarding the Unit and the Property, including unit size, amenities, proposed rent, and such other information. At all times, Landlord has sole responsibility to and shall promptly update, maintain and/or correct information about its Unit and the Property, particularly with respect to pricing and availability.
 2. **IP Permission.** Provide Landing with pictures, videos, and other marketing material ("**Landlord's IP**") in order to market the Unit and hereby grants to Landing and its affiliates a non-exclusive, royalty-free right to use Landlord's IP relating to the Unit(s) Property(ies).
 3. **Service Fee.**
 1. Pay Landing a fee equal to 8% ("**Service Fee**") of all Unit fees due to Landlord. Landing shall net any amount owed to Landing (e.g., Service Fees, termination fees, etc.) against and deducted from Unit fees remitted to Landlord until such amounts are fully satisfied.
 2. Landlord shall establish and maintain an account with Stripe Connect for purposes of receiving remittance of the net balance of Unit fees due to Landlord.
 4. **Maintain Landing Quality.** Landlord understands that Landing is designed to provide quality, flexible living arrangements to its Members. As such, Landlord agrees to maintain furniture, fixture and equipment and repair or replace those items that are worn or broken in a timely manner. Landlord will provide pictures of the Unit and property to Landing for approval of the Unit and Property. Landlord shall permit Landing to enter the premises and Unit to conduct quality review of the Unit and Property.
 5. **Landing Member Support.** Landlord agrees to:
 1. Provide Members with a standard level of guest service maintained at a quality commensurate with the level of service provided to the other residents at the Property;
 2. Accept or deny any Landing reservation requests within 24 hours; and
 3. Respond timely to Member maintenance requests within 24 hours.
 6. **Landing Support.** Landlord agrees to:
 1. Place Landing on any Landlord's approved vendor list (as applicable); and
 2. Provide Landing with at least sixty (60) days prior written notice of its intent to sell the Property and/or change management companies.
3. **Distribution.** Landlord grants Landing and its affiliates the right to market and distribute Landlord's Units that Landlord has entered onto the Landing Platform. Landing (or its affiliates, as the case may be) will market the Units on the Landing Platform and on such third-party websites (e.g., Airbnb, VRBO, etc.) as determined by Landing in its reasonable and sole discretion. Landlord may terminate the third-party marketing of a Unit by giving written notice to Landing.
4. **Term.**
 1. This Agreement begins on the last signature date and shall continue for a one-year period with automatic one-year renewals each anniversary. Either Party may terminate this Agreement without cause on thirty (30) days prior written notice. Termination of this Agreement does not terminate Landing's Services, or Landlord's obligation to pay the Service Fee, with respect to Units then-currently leased to Landing Members and any renewals thereof. Any termination of Landing's Services for a Member occupied Unit during the term of the Unit lease resulting in the displacement of the Member will result in liquidated damages of \$2,500, which shall be payable by Landlord within 5 days of such termination.
 2. Landing may terminate this Agreement upon one (1) day prior written notice if (i) Landlord breaches this Agreement, or (ii) Landing reasonably believes termination is necessary to protect itself, its affiliates and/or Landing Members.
5. **Landing Is Not A Broker.** **LANDLORD ACKNOWLEDGES AND AGREES THAT (i) LANDING IS NOT A BROKER, AND (ii) LANDLORD IS NOT RELYING ON LANDING TO PROVIDE REAL ESTATE BROKERAGE SERVICES. LANDLORD WAIVES ANY AND ALL CLAIMS AGAINST LANDING AND ITS AFFILIATES RELATING TO BROKER SERVICES OR BROKER STATUS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

6. **Taxes.**

1. Notwithstanding the foregoing, beginning March 1, 2023, Landing will collect and remit Taxes (defined as applicable short-term rental, sales tax and boarding taxes) on behalf of the Landlord in most jurisdictions. Once collected, Landing will remit payment to the appropriate taxing authorities. Landlord remains financially responsible for any and all Taxes, as well as business licenses and registration obligations. In the event that Landing (i) collects the incorrect amount, or (ii) collects and does not pay the applicable Tax to the appropriate jurisdiction, Landing will indemnify the Landlord for any costs, interest and penalties assessed against the Landlord by the appropriate and proper taxing jurisdiction.
2. In all other jurisdictions, the Landlord is responsible for including (as part of the fees due to Landlord from Member) and paying all applicable jurisdictional taxes, fees and other charges (including but not limited to occupancy, short term rental, boarding, sales, licensing, etc.) resulting from the rental of the Unit. At its own discretion and direction, Landlord shall have the ability to assess a flat monthly tax on the Landing Platform for the rental of a Unit which will be incorporated in the total monthly fees paid to Landlord by Member.

7. **Confidentiality and Intellectual Property.**

1. Landlord understands that it will (i) have an account on direct.hellolanding.com with appropriate log in credentials, (ii) receive confidential information relating to Members, and (iii) gain access to certain of Landing's operating processes and other confidential or proprietary information (collectively, "**Confidential Information**"). Landlord agrees that it shall treat such Confidential Information as confidential and consistent with applicable law. Landlord shall not disclose Confidential Information except on a confidential basis to its own employees, agents, and attorneys, if any, that shall need such information in order to approve an application, manage and maintain information on direct.hellolanding.com or to enforce the Unit lease or this Agreement. Landlord shall not otherwise disclose Confidential Information to any other person or entity, or otherwise use any Confidential Information for any other purpose, in each case without the prior written consent of Landing, in Landing's sole discretion. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Landlord, and Landing shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach, continued breach or threatened breach. Landlord understands and agrees that Confidential Information may not be used, sold or transferred for marketing purposes.
2. Landlord acknowledges and agrees that Landlord does not acquire any intellectual property rights by accessing or using the Landing Platform and/or the Services. Nothing contained on the Landing Platform, in the Services or in this Agreement serves to grant Landlord, by implication or otherwise, a license or right to use any intellectual property owned by Landing, its affiliates or by any third party. Any rights not expressly granted herein are reserved by Landing and its affiliates or the applicable third party, as the case may be.

8. **Independent Contractor.** It is understood and acknowledged that Landing's relationship with Landlord is that of an independent contractor and that nothing herein shall be construed as creating a relationship of partners, joint ventures or employer and employee between the Landing and Landlord.

9. **Indemnification.**

1. Landlord shall indemnify, defend and hold harmless Landing, its affiliates and each of their respective employees, officers, agents, directors, shareholders, members against and from any and all loss, claim, liability, damage, cost or expense (including reasonable attorney's fees), by reason of:
 1. a Member disputing fees paid or payable to Landlord;
 2. charge back fees, overdraft fees, over the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) assessed to Landing due to Member having insufficient funds;
 3. Landing pursuing collections or other means to assist Landlord in collecting Units fees owed to Landlord;
 4. Occupancy, short term rental, boarding, licensing and other similar taxes, fees and charges incurred by Landing in connection with the rental of the Unit; and/or
 5. any accident, injury or damage to any person or property occurring in, upon or about the Unit or the common area of the property arising from the conduct or management by Landlord or any agents, guests, invitees or employees, from any work or thing done by or on behalf of Landlord in or about the Unit or Properties, or as a result of the negligence or willful misconduct of Landlord, its agents, guests, invitees or employees or the failure of Landlord to perform its obligations under this Agreement, except to the extent caused by or resulting from the gross negligence or willful misconduct of Landing, its affiliates or its or their respective agents or

employees.

2. The indemnifying party shall not settle any claim or action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which may not be unreasonably withheld or delayed.

10. **Compliance with Laws.**

1. ***FAIR HOUSING LAWS.*** Landlord must comply with all applicable fair housing laws and may not preference, limit or discriminate because of race, color, religion, sex, physical or mental disability, and/or familial status. All housing content ("**Content**") on Landing Platform is subject to federal fair housing laws, which make it illegal to indicate in any advertisement any preference, limitation, or discrimination because of race, color, religion, sex, physical or mental disability, and/or familial status. Landlord's state jurisdiction may also prohibit any preferences based on sexual orientation, marital status, ancestry, source of income, or other criteria (together, applicable federal and state fair housing laws are referred to as "**Applicable Fair Housing Laws**"). For a list of all fair housing groups, go to the Housing Rights Center's website at www.hud.gov. The provision, receipt, and/or use of any Content offered or obtained through the Landing Platform shall be, at all times, compliant with Applicable Fair Housing Laws.
2. The Parties shall comply with all applicable laws, regulations and ordinances. Landlord shall maintain in effect, at its own expense, all the licenses, permissions, authorizations, consents and permits that it needs to carry out its business obligations under this Agreement.

11. **Assignment.** Either Party may assign their rights under this Agreement, whether by merger, consolidation, dissolution, operation of law, change of control, or any other manner, by giving the other Party written notice but without the other Party's consent.

12. **Warranty Disclaimer.** LANDLORD EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THE LANDING PLATFORM AND THE SERVICES IS AT ITS SOLE RISK. THE LANDING PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LANDING AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LANDING AND ITS AFFILIATES MAKE NO WARRANTY THAT THE LANDING PLATFORM OR THE SERVICES WILL MEET LANDLORD'S REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LANDING PLATFORM OR THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY INFORMATION OR MATERIALS OBTAINED BY LANDLORD THROUGH THE LANDING PLATFORM OR THE SERVICES WILL MEET LANDLORD'S EXPECTATIONS, OR THAT ANY ERRORS IN THE LANDING PLATFORM OR THE SERVICES WILL BE CORRECTED.

13. **Limitation of Liability.** LANDLORD EXPRESSLY UNDERSTANDS AND AGREES THAT LANDING AND AFFILIATES OF LANDING AND ANY PAST, PRESENT OR FUTURE BOARD MEMBER, PARTNER, TRUSTEE, DIRECTOR, MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE OR ADVISOR OF ANY OF THE FOREGOING, ARE NOT AND SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE OR SAVINGS, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF GOODWILL, USE, DATA, DAMAGES FOR SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR FOR ANY DAMAGES FOR DEATH, PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (1) THE TERMS OF THIS AGREEMENT; (2) THE BOOKING OR LISTING OF A UNIT; (3) THE USE OR THE INABILITY TO USE THE LANDING PLATFORM OR SERVICES; (4) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE LANDING PLATFORM OR SERVICES; (5) UNAUTHORIZED ACCESS TO OR ALTERATION OF LANDLORD'S TRANSMISSIONS OR DATA; (6) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE LANDING PLATFORM OR SERVICES; OR (7) ANY OTHER MATTER RELATING TO THE LANDING PLATFORM OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LANDING HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL LANDING'S TOTAL LIABILITY TO LANDLORD FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND LANDLORD'S USE OF THE LANDING PLATFORM AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM LANDLORD'S BOOKING OR LISTINGS OF ANY UNIT VIA THE LANDING PLATFORM OR

SERVICES, OR FROM THE USE OR INABILITY TO USE THE LANDING PLATFORM OR SERVICES AND IN CONNECTION WITH ANY ACCOMMODATION OR INTERACTIONS WITH ANY MEMBERS, EXCEED THE AMOUNT OF SERVICE FEES LANDLORD PAID TO LANDING IN THE LAST SIX (6) MONTHS, OR IF GREATER, ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LANDING AND LANDLORD, AS PERMITTED BY APPLICABLE LAW.

14. **DISPUTE RESOLUTION BY BINDING ARBITRATION:**

1. **Governing Law/Forum.** This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Without prejudice to the provisions of the Arbitration Agreement below, the Parties hereto submit to personal jurisdiction in the state in which the Unit is located.
2. **Damages.** Notwithstanding anything to the contrary, both Parties agree that neither shall have the right to seek or recover consequential, indirect, punitive or other special damages in connection with any breach of or default under this Agreement.
3. **Arbitration Agreement.** The Parties agree that any and all disputes or claims that have arisen or may arise between the Parties, whether arising out of or relating to this Agreement (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, or in any way connected with or pertaining or related to Landlord's relationship or dealings with Landing shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this section entitled "Arbitration Agreement" (inclusive of all subsections) (the "**Arbitration Agreement**"). LANDLORD AGREES THAT, BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE EACH, TO THE FULLEST EXTENT ALLOWED BY LAW, WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND LANDLORD'S RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

1. Prohibition of Class and Representative Actions and Non-Individualized Relief. THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT LANDLORD MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

2. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's Commercial Arbitration Rules (collectively, the "**AAA Rules**") and procedures, as modified by this Arbitration Agreement. Unless Landing and Landlord agree otherwise, any arbitration hearing shall be conducted in Birmingham, Alabama. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

4. **Miscellaneous.**

1. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.
2. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

3. Landlord and Landing each represent and warrants to the other that each has full right, power and authority to enter into this Agreement and that the person or persons executing this Agreement on behalf of Landlord or Landing, as the case may be, are duly authorized to do so.
4. Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive expiration or termination of this Agreement, including without limitation the provisions of Sections 2(c), 6, 7, 9, 12, 13 and 14, as well as the payment of any liquidated damages, shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed, as of the date last written below by their respective officers thereunto duly authorized.

Landing Marketplace Services Agreement