

Entrata, Inc. formerly Property Solutions International, Inc., a Delaware corporation headquartered at 4205 Chapel Ridge Road Lehi, Ut, 84043 ("Entrata"), develops and makes available its proprietary interfaces, web services and XML gateways ("APIs") that interoperate with third party software applications to enable the exchange of data and integration of workflow (the "Interface") between one or more property management software applications ("Developer's Application") and third party products or databases ("Interfacing Application"). By entering into this Developer Interface Agreement (the "Agreement"), the undersigned software developer ("Developer") and Entrata agree to develop and deploy APIs pursuant to the terms of this Agreement, and as outlined in Exhibit A. Both Entrata and Developer will only maintain the APIs and access to and use thereof in connection with the Interfacing Application during such period as any licensee/client of both Entrata and Developer (as further defined below, a "Common Client") has subscribed for or purchased a license to use the Interfacing Application and the Developer's Application interfacing therewith.

This Agreement contains the legally binding terms that govern the creation, customization and each party's rights, access to and use of the APIs for purposes of employing the Interface specified above only for the benefit of the Common Clients existing as of the date hereof and any other Common Clients that hereafter enter into an agreement with Developer with respect to the Developer Application(s) that utilize(s) the APIs.

In consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Entrata and Developer agree as follows:

1. Use of the APIs. Subject to the foregoing and the terms and conditions of this Agreement, Entrata grants to Developer a non-exclusive, non-transferable, revocable limited privilege to access and use the APIs developed pursuant to this Agreement, solely for the benefit of the Common Clients, to (i) develop and deploy the Interface and (ii) cause the Developer's Application to interoperate with the Interfacing Application by exchanging data between such applications through the Interface, which data exchange will provide the ability to "write" data to the Interfacing Application's database of each Common Client. Developer agrees that Entrata can make changes to its APIs at any time, in its sole discretion.

2. Entrata Obligations. Entrata will provide access to APIs that provide various data regarding Common Clients. Entrata will provide access to such APIs in an FTP location, which will enable the exchange of data for Developer. These APIs include access to relevant data, including but not limited to those items listed in Exhibit A (collectively "Information"), pursuant to the Developer Type identified below. Entrata may not provide access to Information for which it is not the source of record. Entrata is the source of record for all information gathered through its products, including but not limited to EntrataCore, Lead Management, ProspectPortal and ResidentPortal. Entrata is not responsible for lost, missing or stolen login credentials or any unauthorized use of or access to the APIs or any potential resulting loss or disclosure of any Confidential Information.

3. Developer Obligations. Developer will: (i) provide reasonable assistance to Entrata and access to Developer's Application as required to develop and test the APIs; (ii) provide relevant prospective resident information, including contact information and desired move-in dates ("Lead Data"), to Entrata; (iii) be responsible for training its own employees in

the use of the APIs; (iv) use the APIs only in accordance with the Agreement and any documentation provided by Entrata; (v) provide, at its own expense, an Internet connection, and all other computer hardware, software and other equipment and supplies required to use the APIs; (vi) preserve the confidentiality of any user identification, password, test key, or other code or authentication method provided by Entrata or otherwise required for use of the APIs, and shall further prevent the use of the APIs by unauthorized persons; and (vii) forever refrain from instituting, initiating, prosecuting, maintaining, or voluntarily participating in any lawsuit, claim, litigation, demand, cause of action, or other proceeding in any jurisdiction or forum against Entrata. Developer further warrants that it will never file any claim in any forum against Entrata arising from any claimed act, omission, or any other conduct occurring prior to the Effective Date of this Agreement.

Developer will not (a) sell, resell, rent or lease any APIs or related Interface to any person or entity, or (b) create derivative works based on any APIs. Developer retains all responsibility for marketing its own products and services; obtaining any required agreements for its own products and services (from Common Clients or otherwise); maintaining the security of any Common Client's data and personally identifiable information transmitted via the APIs or the Interface; and invoicing and collecting payments for Developer's products and services from Common Clients, including any applicable taxes.

4. Use Restrictions. The use of the APIs is subject to certain restrictions and limitations, including the number of calls that may be made against an API. Developer may have one (1) call to the API per client per property per minute per web service, not to exceed 2,500 calls in a twenty-four (24) hour period. These limitations are enforced to prevent abuse of the API, and may be change in the future without notice to Developer. Additionally, we enforce a request rate limit to prevent abuse of the service. If Developer exceeds the twenty-four (24) hour limit or otherwise abuses the service, the API may stop working for Developer temporarily. If Developer continues to exceed this limit, Developer's access to the API may be discontinued. Entrata reserves the right to amend or revise these terms, and Developer's continued use of the API will constitute Developer's acceptance of any such amendment or revision. In addition to these restrictions on use, neither party is authorized or licensed to, and agrees not to (and will not permit any of its employees, affiliates, contractors, agents or other third parties under its direction or control to):

- (a) use any API or Interface to transmit infringing, libelous, or otherwise unlawful or tortious material, or to transmit material in violation of third party privacy rights;
- (b) use any API or Interface to transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs;
- (c) interfere with or disrupt the integrity or performance of any API, or the Interfacing Application;
- (d) access, or attempt to gain access to, any API or Developer's or Entrata's related systems or networks, other than as permitted in this Agreement;
- (e) access or use any API to build a product or service competitive with Entrata or the Interfacing Application, as applicable, or to copy

any features, functions or graphics of or pertaining to the API or the Interfacing Application;

- (f) access or use any API or Interface, or transmit any data through any API or Interface, in violation of any U.S. export embargo, prohibition or restriction;
- (g) take any action that imposes an unreasonable or disproportionately large load on Entrata's systems or networks, or any systems or networks connected to such systems or networks;
- (h) use any device, software or routine to interfere or attempt to interfere with the proper working of the API, any Interfacing Application or any transaction being conducted on or through any API, or Interfacing Application;
- (i) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any API or Interfacing Application;
- (j) use any API or Interface, or data transmitted through the API or Interface, for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity that infringes Entrata's or another's rights;
- (k) use any API or Interface, or Information transmitted through the API or Interface, for any purpose other than as designated below under "Developer Type";
- (l) use any API or Interface, or Information transmitted through the API or Interface, for any individual or entity that is not a Common Client of Developer and Entrata;
- (m) submit through any API or Interface any data or other content without having obtained prior written authorization or permission for such action from the owner or licensor of such data or content; or
- (n) submit through any API or Interface any data or other content that is illegal, obscene, vulgar or otherwise inappropriate.

5. Whitelisting Requirements. Entrata whitelists IP addresses to provide an additional layer of security for Developer and Common Clients' data when connecting to Entrata's API and will immediately deny access to anyone that has not provided an IP address. Please provide the IP address below.

Single IP Address: _____

Multiple IP Address: _____

IP Address Block: _____

IP Address may be updated online at www.entrata.com.

6. Use of information regarding APIs; Confidentiality. Developer may use information with respect to the APIs (such as specification sheets, and similar materials) purposely made available by Entrata to Developers, provided that Developer does not remove any proprietary notice language. Each party further agrees (i) with respect to all information transmitted through the APIs, such party may use such information only for such party's internal business purposes and for the benefit of Common Clients (and not for resale or redistribution); (ii) it will not copy or post such information on any networked

computer or broadcast it in any media; (iii) it will not modify such information; and (iv) it will not make any additional representations or warranties with respect to such information. All information transmitted by a party pursuant to this Agreement or through the API, that is marked "confidential" or which would reasonably be understood to be confidential ("Confidential Information") will be received and held in confidence by the recipient, and the recipient will not disclose, publish or provide the Confidential Information to third parties without the prior written consent of the disclosing party. The non-disclosure restrictions of this Section (other than the restrictions set forth in the first sentence of this Section) will not apply to information (a) in the recipient's possession prior to disclosure under this Agreement, (b) that is or becomes publicly known through no fault of the recipient or its affiliates, (c) received from a third party not subject to a non-disclosure obligation or (d) independently developed by the recipient without the benefit of, or reference to, the information disclosed under this Agreement.

7. Return of Confidential Information. Each party shall return to the other party or destroy, within 10 days of the other party's request, all Confidential Information or any other documents or materials previously provided by the other party in connection with this Agreement, except for any portions thereof which are maintained as part of the receiving party's customary computer backup procedures (and such portions so maintained shall not be accessed, and shall be deleted as soon as appropriate, consistent with such backup procedures). Each party agrees to provide an officer's certification of compliance with the foregoing obligation.

8. API Development. After the Effective Date identified below, Entrata will provide specifications for the APIs outlined on Exhibit A. Entrata and Developer agree to work together in good faith as reasonably necessary to facilitate the completion of the APIs for their Common Clients' benefit. Both parties will maintain and support the APIs. The parties agree that the APIs may be updated or revised to include improvements, upgrades, or other changes as required by Entrata. The parties agree to provide each other with technical assistance as the APIs may reasonably require. All costs for software modifications to Developer's Application shall be the exclusive obligation of Developer.

9. Term and Termination. The term of this Agreement will begin on the Effective Date set forth below (the "Effective Date") and continue for so long as Entrata and Developer serve Common Clients. In addition, this Agreement may be terminated (i) by mutual written agreement of the parties, (ii) for any reason by Entrata, and at any time, (iii) immediately upon written notice by Entrata at any time that all subscription terms under all Common Client agreements relating to services using the APIs have expired or terminated, or if Developer is no longer authorized by any Common Clients to use the APIs on such Common Clients' behalf, (iv) immediately upon written notice by Entrata if it determines, based on one or more customer or prospect complaints, that Developer's actions, omissions or statements create a significant risk of harm to Entrata's reputation or customer relationships, or (v) immediately upon written notice by Entrata after Developer files for bankruptcy, becomes or is declared insolvent, makes an assignment for the benefit of creditors, or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or reorganization or similar law for the relief of debtors.

10. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date on which it was hand-delivered or delivered by facsimile or email, or on



the business day following the date on which it is received by the addressee when mailed first-class, postage prepaid, and registered or certified with return receipt requested, or delivered by a nationally recognized courier service with proof of delivery. Either party may change its notice address by providing written notice of the change to the other party in accordance with this section. For purposes of notice, the addresses of the parties shall be as set forth below and to the attention of:

If to Entrata:

Attn: Chief Legal Counsel
 Entrata
 4205 Chapel Ridge Road
 Lehi, Utah 84043
legal@entrata.com

With a copy to:

Attn: Ben Zimmer, President
 4205 Chapel Ridge Road
 Lehi, Utah 84043
bzimmer@entrata.com

If to Developer:

Attn: _____

With a copy to:

Attn: _____

11. Access Termination. Without prejudice to any other rights, Entrata may, without prior notice, immediately suspend access to the APIs if, in Entrata’s reasonable judgment, Developer (i) is committing acts or omissions that compromise the security of any API, Common Client data, Confidential Information, Interface Application or Entrata systems, (ii) is allowing, or failing to prevent, unauthorized access to or use of any API, (iii) is introducing malicious code into Entrata systems, or (iv) is otherwise engaging in harmful, inappropriate or unlawful conduct with regard to any API, Common Client data, Confidential Information, Interface Applications or Entrata systems. If Entrata becomes entitled to terminate this Agreement, then in Entrata’s sole discretion and in lieu of terminating this Agreement in its entirety (but reserving any rights to do so at a later date), Entrata may selectively suspend or terminate providing access to any API with respect to one or more Common Clients, property managers or property sites.

12. Survival. Sections 5, 6, 7, 8, 9, 10, 11 and 12, and the restrictions on disclosure of Confidential Information set forth in Section 4 will survive the expiration or termination of this Agreement.

13. Proprietary Rights. Subject to the limited rights expressly granted in this Agreement, Entrata reserves all rights, title and interest in and to the APIs, the Interface Applications, and all derivatives or improvements thereof, including all related intellectual property rights. No rights are granted to Developer under this Agreement other than as expressly set forth herein. Developer acknowledges and agrees that Entrata will own (or have a royalty-free, worldwide,

transferable, sublicensable, irrevocable, perpetual license to use and incorporate into the APIs and related products and services) any suggestions, enhancement requests, recommendations or other feedback provided by or on behalf of Developer relating to the APIs and related Entrata products and services. Developer hereby assigns to Entrata all such rights and agrees to take all reasonable acts necessary to accomplish the foregoing ownership and allocation of rights.

14. Indemnity. Developer will indemnify, defend and hold Entrata and its subsidiaries, affiliates, directors, officers, employees, agents, shareholders, predecessors and successors in interest harmless from and against any claims by third parties, and any related liabilities, damages, losses or costs (including reasonable attorneys’ fees and disbursements), arising out of Developer’s development of Developer’s Application, Developer’s use of any API or Interface or the data transmitted via the APIs or Interface, Developer’s violation of this Agreement or any applicable laws or regulations, or Developer’s violation of any rights of a Common Client or other third party, including any claim that the Interface or the use of the APIs in violation of this Agreement infringes any intellectual property or misappropriates any trade secret.

15. Disclaimers and Limitations of Liability. ENTRATA DOES NOT REPRESENT OR WARRANT THAT ANY API OR INTERFACE, OR ACCESS THERETO, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT DEVELOPER’S OR COMMON CLIENTS’ USE THEREOF WILL PROVIDE SPECIFIC RESULTS. EACH API IS PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ENTRATA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY API, INTERFACE, PRODUCT, SERVICE OR DATA PROVIDED, ACCESSED, OR USED UNDER THIS AGREEMENT, OR WITH RESPECT TO ANY INTERFACING APPLICATION OR OTHER PRODUCT, SERVICE OR DATA OF ANY THIRD PARTY. ENTRATA DISCLAIMS ALL SUCH WARRANTIES, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTRATA WILL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOSSES OR DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, RELATING TO THE USE OF OR RELIANCE UPON ANY API, ANY DATA TRANSMITTED VIA AN API OR ANY INTERFACE, OR ANY OTHER PRODUCT OR SERVICE OFFERED BY ENTRATA HEREUNDER, EVEN IF ENTRATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEVELOPER’S SOLE REMEDY AGAINST ENTRATA FOR DISSATISFACTION WITH THE API IS TO STOP USING THE API. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN ENTRATA AND DEVELOPER. IF, NOTWITHSTANDING THE FOREGOING DISCLAIMERS OR ANY OTHER PROVISIONS OF THIS AGREEMENT, ENTRATA IS FOUND TO BE LIABLE FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE USE OF ANY API OR ANY OTHER ACTIVITY UNDER THIS AGREEMENT, ENTRATA’S LIABILITY WILL IN NO EVENT EXCEED \$100.

16. Governing Law. This Agreement is governed by the laws of the State of Utah and the federal laws of the United States, without giving effect to any choice or conflicts of law rules that would require the application of the laws of any other jurisdiction. Any lawsuit under this Agreement will be



adjudicated exclusively in the federal or state courts located in Salt Lake City, Utah. The parties agree to the personal jurisdiction of and venue in such courts and waive any objection to such jurisdiction or venue.

17. Mediation. Prior to commencing any judicial action against the other party, whether or not arising out of this Agreement, Entrata and Developer agree to mediate in good faith for thirty (30) days in an attempt to resolve such dispute.

18. Non-Exclusivity. The parties shall remain free at all times to independently pursue, without the other party's consent or knowledge, all similar business opportunities with any similar company or entity, whether or not such company or entity is a competitor of the other. Neither shall be obligated to first present any such business opportunity to the other before pursuing it.

19. Publicity. Developer may use Entrata's name and logo, provided by Entrata, in promotional materials and financial reports indicating that Developer is an API integrator with Entrata, and may also provide a link to Entrata's website. Developer will not require Entrata's participation in or funding of any event or other promotional material.

20. Miscellaneous. The parties are independent contractors and nothing herein will be deemed to create a partnership, agency, joint venture, employment or similar relationship. This Agreement does not alter in any way the terms or conditions of any other agreement between the parties with respect to other Entrata products or services. This Agreement constitutes

the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. If any provision of this Agreement is held by a court to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that, as nearly as possible, reflects the intentions embodied in this Agreement, with all other provisions remaining in full force and effect. No amendment of this Agreement will be effective unless in writing and signed by each of the parties hereto. A party's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless agreed to by such party in writing, and no course of conduct will be deemed to modify any provision of this Agreement. Developer will not make any public announcement about this Agreement without the prior written consent of Entrata. There are no third-party beneficiaries to this Agreement. Developer may not assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Entrata's prior written consent. Neither party shall make public the details of this Agreement, or the parties' relationship without the prior written consent and approval of the other party. This Agreement may be executed by facsimile and in multiple counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

This Agreement has been duly executed by and on behalf of the parties hereto as of the Effective Date specified below:

Developer Type:

Developer acknowledges that by designating its type below, Entrata shall allow access, as described herein, only to information relevant to Developer's business model.

- Utility Billing
- Screening (background, credit or eviction) Vendors
- Collection Vendors
- 1099 Vendors
- Survey Vendors
- Reviews and Rating Vendors
- Internet Listing Service (ILS) Vendors
- Website Providers
- Site tablet providers
- Revenue Management
- Other: _____

THE PARTIES EACH REPRESENT AND WARRANT THAT THE INDIVIDUALS SIGNING BELOW ARE DULY AUTHORIZED TO EXECUTE THIS AMENDMENT ON BEHALF OF ITS RESPECTIVE ENTITY.

Entrata, Inc:

DEVELOPER:

Developer Name: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Headquarters Address: _____

Effective Date: _____



Exhibit A

Developer may utilize Entrata's APIs under the following conditions:

- (1) Developer shall only use the APIs and web-services for those products or services that a Common Client is currently paying for and licensing from Entrata.
- (2) Developer shall only use the APIs for those products or services that a Common Client has consented to in writing to provide access to Developer.
- (3) Developer shall only use the APIs as specified by this Agreement and the Common Client's Software License and Maintenance Agreement with Entrata.
- (4) Data to be provided may include similar Information to that listed below. Access to such Information shall be determined by the type of data required by the Developer Type listed above, and as determined in Entrata's sole discretion.

Owner Legal Name, Street Address, City, State, Zip Code, Latitude, Longitude, Website (Property), Phone Number, Fax Number, Email Address, Unit Count, Year Built, Office Hours, Short Description, Long Description, Driving Directions, Lease Length, Pet Policy, Floor Plans, Floor Plan Description, Rent(Min), Rent(Max), Deposit(Min), Deposit(Max), Square Feet (Min), Square Feet (Max), Bedroom count, Bathroom Count, Check Availability Link, Standard Amenities, General Amenities, Total Number (Characters Supported) , Photos, Floor plan Images, Caption, Media File Ranking, Description, Amount and Expiration Date.