

## SURVEY SERVICE AGREEMENT

This Survey Service Agreement supplements the Master Service Agreement (“*MSA*”) and the Order Form that references this Survey Service Agreement to provide additional terms and conditions applicable to the Survey Services reflected in the Order Form. Capitalized terms not defined in this Survey Service Agreement are defined in the MSA or the Order Form. This Survey Service Agreement includes the following two sections: (i) Part A: General Terms and (ii) Part B: Service Tiers and Service Descriptions. The services described in this Survey Service Agreement are provided by Grace Hill, LLC and Kingsley, A Grace Hill Company, together referred to as the “*Company*”.

### **PART A: GENERAL TERMS**

#### **I. Definitions**

I.1 “*Additional Services*” means those optional Services available to Customer if indicated in the Order Form and more fully described in Part B.

I.2 “*Improvements*” shall include any modifications, improvements or derivative works made to the Company’s Content.

I.3 “*Content*” means, all information, data, content, questionnaires, media (video, images, text, scripts, etc.) uploaded, posted, or otherwise provided to Customer and includes any and all of the Company's or its licensor's content and metadata related thereto.

I.4 “*Kingsley IP*” means any and all intellectual property now existing or developed in the future that (i) is owned, controlled, conceived, created, and/or reduced to practice by Kingsley or its licensors, including without limitation any and all trade secrets, know-how, copyright rights, algorithms, software, and patent rights (whether pending or otherwise), or (ii) arises from or is associated with the Kingsley Portal or Kingsley’s Confidential Information, including any improvements to any of the foregoing.

I.5 “*Kingsley Portal*” means Kingsley’s proprietary online software-as-a-service platform that provides Customer with the status of the Surveys, results of the Surveys, benchmarking and other functionality as indicated in the Order Form and more fully described in Part B.

I.6 “*Survey Launch Date*” means the date on which the Company begins sending the Survey invitations to Survey Recipients.

I.7 “*Survey Recipient Data*” means the information that Customer provides to the Company to enable the Company to send the Survey invitation, and other communications, to the Survey Recipients, including Survey Recipients names, contact information, hire date, exit date, dates of occupancy, work order dates, renewal dates, move-out dates and other information associated with the Survey Recipients reasonably requested by the Company to provide the Survey Services. The Survey Recipient Data is customer content, as that term is defined in the MSA.

I.8 “*Survey Recipients*” means the residents/tenants, prospective residents/tenants, former residents/tenants, employees, clients and others to whom Customer directs the Company to send the Survey invitation.

I.9 “**Surveys**” means the sets of questions that are provided to Survey Recipients in furtherance of the Survey Services. The Surveys are delivered to Survey Recipients according to Customer’s instructions and the Survey Recipient Data provided to the Company. Descriptions of the Survey Types are provided in Part B.

I.10 “**Ratings and Reviews Feeding Services**” means those optional Services associated with providing the results of the Survey Services to certain internet sites. The Ratings and Reviews Feeding Services are available to Customer if indicated in the Order Form and more fully described in Part B.

I.11 “**Survey Results**” means the responses to the Surveys provided by Survey Recipients under this Agreement.

I.12 “**Survey Services**” means the Survey Services indicated in the Order Form and more fully described in Part B.

## **II. Survey Service Agreement**

II.1 Providing the Services. The Company shall use commercially reasonable efforts to provide to Customer the Survey Services indicated in the Order Form. If the Order Form identifies certain Additional Services or Ratings and Reviews Feeding Services, the Company shall use commercially reasonable efforts to provide such Services. Customer represents and warrants that the Company is authorized to provide the Surveys to Survey Recipients. The Order Form may further include additional terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to the Agreement.

II.2 Survey Recipient Data. Customer may elect for the Company to communicate with Survey Recipients via text message or email in order to provide the Survey Services. Customer represents and warrants that it has lawfully secured all rights needed to use the email addresses and cellular telephone numbers for the Survey Recipients in connection with the Services. Further, Customer represents and warrants that Customer has complied with all applicable laws in providing such contact information to the Company and in authorizing the Company to use the contact information in connection with the Survey Services. The Company shall provide means for such individuals who desire to opt out of receiving emails or text messages to do so. The Company shall be responsible for complying with such requests to opt out and will notify Customer of such request to opt out within a reasonable time of receiving the requests. Customer agrees to indemnify the Company for any breach according to the indemnification procedures set forth in the Master Services Agreement.

II.3 Survey Design and Implementation; Providing customer content for Services. Customer agrees to cooperate with the Company as necessary to design and implement the Surveys provided under this Agreement, including timely approval of the questions used in the Surveys (and editing as permitted by the Order Form), providing the methods used to deliver the Surveys, providing any assistance reasonably needed to arrange for automated transfers of customer content needed to perform the Services (i.e., Survey Recipient Data, property information, etc.) and other assistance reasonably requested by the Company. Customer agrees to provide such customer content to the Company on a consistent cadence as determined during implementation, via either a secure FTP connection or an application programming interface (“API”). Additional charges may apply for the implementation of automated data transfers, which will be identified on an Order Form. Customer represents and warrants that the Survey Recipient Data is accurate and that, as between the Parties, the Company has no liability for inaccurate Survey Recipient Data. Survey Recipient Data must be provided a minimum of four (4) weeks before the initial Survey Launch Date. Five (5) weeks notice is required for foreign language translations. Delays in providing Survey Recipient Data

or other customer content needed for the Surveys will cause delays in launch dates and may result in a rescheduling fee payable by the Customer.

II.4 Delivery and Use of Survey Results (excluding Employee Engagement Surveys). The Survey Results will be provided to Customer via the Kingsley Portal, which is licensed to Customer in Section III.1. Further, the Company hereby grants to Customer, and Customer accepts from the Company, a perpetual, royalty-free, revocable (but only until all Fees are paid for the Services), worldwide right and license to the Survey Results for Customer's internal business purposes, but not: (i) to sell or otherwise provide the Survey Results to third parties (affiliates excluded) without the Company's written consent, which will not be unreasonably withheld; (ii) to use the Survey Results in connection with services that compete with the Services, or (iii) for data aggregation purposes.

II.5 Delivery and Use of Employee Engagement Survey Results. The Survey Results will be provided to the Customer via the portal, which is licensed to Customer in Section III.1 Further, the Company hereby grants to Customer and Customer accepts from the Company, a non-perpetual, royalty-free, revocable (but only until all Fees are paid for the Services), worldwide right and license to the Survey Results for Customer's internal business purposes, but not: (i) to sell or otherwise provide the Survey Results to third parties (affiliates excluded) without the Company's written consent, which will not be unreasonably withheld; (ii) to use the Survey Results in connection with services that compete with the Services, or (iii) for data aggregation purposes.

### **III. Kingsley Portal License and Limitations**

III.1 Kingsley Portal License. The Company hereby grants to Customer, and Customer hereby accepts from the Company, a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, worldwide, revocable (but only for breaches of this Agreement) license (the "***Kingsley Portal License***") during the Term for End Users to access, use, interact with and display the Kingsley Portal (including all Content authorized by this Agreement) solely for Customer's internal business needs.

III.2 Ownership. The Company owns the Kingsley Portal (customer content excluded), Improvements and Kingsley IP, and Customer acknowledges and agrees that the Kingsley Portal (customer content excluded), Improvements and Kingsley IP are licensed to Customer and not sold. Customer agrees that the Company and/or its licensors shall retain on an exclusive basis the entire right, title and interest in and to the Kingsley Portal, Improvements and Kingsley IP.

III.3 Limitations on Kingsley Portal License Grant. Customer acknowledges and agrees that it shall not, without prior written consent by the Company: (i) reproduce, distribute, decompile, or disseminate to third parties, or modify, make derivative works of, reverse engineer, disassemble or decompile to discover the source code of the Kingsley Portal or exploit the Kingsley Portal for any purpose whatsoever; (ii) remove any product identification, copyright, or other notices embedded within the Kingsley Portal; (iii) share usernames or passwords with any third party; (iv) sublicense, relicense, provide, lease or lend the Kingsley Portal to any third party, or use the Kingsley Portal for timesharing or service bureau purposes; (v) copy or download excessive quantities of information or scrape, batch harvest, upload, or in any other way reproduce information, data, or Content for any purpose including without limitation aggregating information or performing analytics thereon; (vi) use the Kingsley Portal to breach the rights of any third party; or (vii) use the Kingsley Portal in connection with any pornographic, defamatory, or obscene product or service, or prurient interest.

## PART B: SERVICE TIERS AND SERVICE DESCRIPTIONS

This Part B provides further description of the Services that apply to the Service Tier indicated in the Order Form and of the Additional Services, which apply if indicated in the Order Form. The Services are subject to change based on updates to the Company's offerings.

### I. Product Tiers

The Company shall provide Customer with the Survey Services specified in the Order Form and further described below.

I.1 Comprehensive Ongoing Resident Evaluation (CORE) Survey Services. CORE Survey Services include Kingsley Surveys launched on a daily or weekly basis. The Order Form will indicate which Survey Types are provided. In addition, the Company will provide training for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for residents requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) U.S. Kingsley Index benchmarks.

I.2 Comprehensive Ongoing Resident Evaluation (CORE Plus) Survey Services. CORE Plus Survey Services include Kingsley Surveys launched on a daily or weekly basis. The Surveys may be customized to suit Customer's needs (up to ten (10) questions for the total program per year). The Order Form will indicate which Survey Types are provided. In addition, training will be provided for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for residents requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) customized Kingsley Index benchmarks.

I.3 Custom Comprehensive Ongoing Resident Evaluation (CORE Premium) Survey Services. CORE Premium Survey Services include Kingsley Surveys launched on a daily or weekly basis. The Surveys may be customized to suit Customer's needs. The Order Form will indicate which Survey Types are provided. In addition, the Company will provide training for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for residents requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) customized Kingsley Index benchmarks.

I.4 Assessing the Customer Experience (ACE Multifamily) Survey Services. ACE Multifamily survey services include the Company best-in-class, property-type-specific Surveys, launched six (6) times throughout the year; Customers can enroll one or more properties to any of the available launch dates. The Order Form will indicate which Survey Types are provided. In addition, the Company will provide training for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for residents requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) customized Kingsley Index benchmarks.

I.5 Assessing the Customer Experience (ACE) Services. ACE survey services include the Company's best-in-class, property-type-specific Surveys, launched six times throughout the year; Customers can enroll one or more properties to any of the available launch dates. The Order Form will indicate the number and type of properties to be surveyed. In addition, the Company will provide training for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for residents/tenants requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) U.S. Kingsley Index benchmarks.

I.6 Assessing the Customer Experience (ACE Plus) Services. ACE Plus survey services include the Company's best-in-class, property-type-specific Surveys launched six times throughout the year; The Surveys may be customized to suit Customer's needs (up to five (5) questions for the total program). Customers can enroll one or more properties to any of the available launch dates. The Order Form will indicate the number and type of properties to be surveyed. Training will be provided for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for residents/tenants requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) customized Kingsley Index benchmarks.

I.7 Annual Survey Services. The Annual Survey Services include the Company's best-in-class property-type-specific Surveys launched on a predetermined schedule based on Customer preference and launch date availability. The Surveys may be customized to suit Customer's needs. The Order Form will indicate the number of properties and type of properties to be surveyed. In addition, the Company will provide training for the Kingsley Portal to Customer's personnel.

Customer's Kingsley Portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates and transcripts with priority indicators; (iii) alert notifications for tenants requesting contact; (iv) email digests summarizing performance; (iv) actionable reporting refreshed daily; and (v) customized Kingsley Index benchmarks.

I.8 Employee Engagement Program Survey Services. Employee Survey Services is a comprehensive confidential employee engagement survey launched on a predetermined schedule based on Customer preference and launch date availability. The Surveys may be customized to suit Customer's needs. The Order Form will indicate the number of employees to be surveyed. In addition, the Company will provide training for the portal to Customer's personnel.

Customer's portal access shall provide: (i) on demand key performance metrics with performance comparison tables, (ii) Survey response rates; and (iii) actionable reporting refreshed daily; and (iv) U.S. Kingsley Index benchmarks.

## **I. Survey Types**

Below are the Survey Types that are available. The Order Form will indicate the selected Survey Types.

I.1 Prospect. Prospect Surveys are designed and directed to prospective residents or tenants and seek information to improve understanding of residents'/tenants' selection criteria.

I.2 Move-In. Move-In Surveys are designed and directed to residents or tenants who have recently moved into a property and seek information regarding initial impressions and brand perceptions.

I.3 Move-Out. Move-Out Surveys are designed and directed to residents who have recently moved out of a property and seek information on why residents vacate.

I.4 Work Order. Work Order Surveys are designed and directed to residents or tenants who have recently had a work order completed and seek information used to identify service improvement areas.

I.5 Pre-Renewal. Pre-Renewal Surveys are designed and directed to residents or tenants whose lease is up for renewal and seek information on improving resident/tenant retention.

I.6 ACE Surveys. ACE Surveys are annual surveys directed to residents or tenants and seek information used to evaluate the property and management services and identify improvement areas.

I.7 Client Surveys. Client Surveys are directed to owners, asset managers, and/or investors to evaluate client service and performance and identify improvement areas.

I.8 Annual Surveys. Office, Industrial, Medical, and Retail Surveys are directed to tenants of retail centers, medical office buildings, office buildings, and industrial properties and seek information used to evaluate the property and its management and identify improvement areas.

I.9 Multifamily Surveys. Multifamily Surveys are directed to residents and seek information used to evaluate the property and its management and identify improvement areas.

I.10 Employee Engagement Surveys. Employee Engagement Surveys are directed to employees and seek information used to evaluate engagement and overall employee experience.

## **II. Supplemental Services (if applicable)**

II.1 Results Analysis with Key Findings and Strategic Recommendations. The Company analyzes the results of the Surveys to identify key findings and make recommendations for identified areas of concern. Results Analysis is not available for ACE (I.3) or Standard CORE (I.1).

II.2 Presentation of Results Analysis (Onsite or Webinar). The Company will present its findings by webinar. Onsite presentations may be available at the discretion of the Company and at Customer's cost. Presentations are not available for ACE (I.3) or CORE (I.1).

II.3 Company Branded Survey Banner. At customer's request, the Company will brand the Surveys with Customer's logo or mark. Not available for CORE (I.1) or ACE (I.3). API Implementation.

II.4 Customized Benchmarks. National Kingsley Index benchmarks are provided for Annual, CORE, Employee Engagement, Client, and ACE and are comprised from the average ratings across the U.S. (or other applicable country, where available).

Customized Kingsley Index benchmarks are provided for Annual and CORE Plus/Premium and are comprised from the average ratings across a specific subset of survey responses (based on location, type of property, etc.).

II.5 Email Digests. The Company will distribute email digests that contain survey key performance indicators and response summaries. Digests will be automatically sent to select portal users on a daily, weekly, or monthly basis based on user type (level). Email Digests are not available for Employee Engagement Surveys.

### **III. Ratings and Reviews Feed Services**

The Company has relationships with certain websites and Internet Listing Services which allows the Company to provide the survey responses, or portions thereof, to the websites and Internet Listing Services. In the event that these relationships terminate, the associated Survey Services will terminate. Where applicable, survey results selected for the Feed Services are selected within the portal.

III.1 Community Website Feed of Resident Ratings and Reviews. Survey responses (including first name and initial of last name) are delivered to Customer's property website page through an iframe or API feed. Additional charges may be applied to API feeds. Customer has the ability to select which responses are published to the website.

III.2 Survey Redirects. At the end of a Survey, the Company will redirect Survey Recipients to websites designated by Customer and agreed to by the Company at which the Survey Recipients may provide reviews regarding Customer's properties.

III.3 Apartments.com Website Feeds. The Company has a free service that delivers overall satisfaction ratings and resident reviews to community sites on Apartments.com. Customer may need to enroll for services with third parties at their own expense.

III.4 ApartmentRatings.com Website Feeds. The Company has an API integration with ApartmentRatings.com to collect feedback to specific ApartmentRatings.com questions that will be added to Customer's Surveys for an additional fee. Customer may need to enroll for services with third parties at their own expense.