

## **VISION® SERVICE AGREEMENT**

This Vision Service Agreement supplements the Master Service Agreement (“*MSA*”) and the Order Form that references this Vision Service Agreement to provide additional terms and conditions applicable to the Vision Platform. Capitalized terms not defined in this Vision Service Agreement are defined in the MSA or the Order Form. This Vision Service Agreement is composed of the following four sections: (i) Part A: General Terms, (ii) Part B: Service Tiers, (iii) Part C: Zoom Virtual Classroom Terms of Use, and (iv) Part D: Vision Service Levels.

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

#### **I. Definitions**

1.1 “*Customer Data Sheets*” has the meaning ascribed to it in Section 2.5.

1.2 “*Customer 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 Customer 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 Customer Content or the Customer Confidential Information.

1.3 “*Documentation*” means any information prepared by Grace Hill and provided to Customer relating to and/or describing the Vision Platform or Site Content.

1.4 “*Grace Hill Content*” means any information, data, content, media (video, images, text, scripts, etc.) that is uploaded, posted or otherwise provided to the Vision Platform (whether or not displayed) and shall include any and all of Grace Hill's or its licensor's course content (whether or not approved by continuing education credit), Documentation, and metadata related thereto and which becomes a part of the Vision Platform.

1.5 “*Grace Hill 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 Grace Hill 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 Documentation, Vision Platform, Site, Site Content, Software, Grace Hill Confidential Information and any Improvements to any of the foregoing.

1.6 “*Implementation*” means the process further described in Section 2.5 in which the Vision Platform is tailored for Customer’s End Users based on the information the Customer provides to Grace Hill in the Customer Data Sheets as well as additional input from Customer.

1.7 “*Improvements*” shall include any modifications, improvements, or derivative works made to Customer Content or Grace Hill Content using the Vision Platform in a manner that (i) incorporates or integrates Grace Hill Content with Customer Content, or (ii) transforms the Customer Content or the Grace Hill Content into a form that cannot without modification be

readily displayed, executed, rendered, played back, viewed, or used by any third party platform, or cannot be executed without modification by any third party software.

1.8 “**Launch Date**” has the meaning ascribed to it in Section 2.5.

1.9 “**Modifications**” shall include any modifications, improvements, or derivative works made to Customer Content and Grace Hill Content using the Vision Platform in a manner that (i) does not incorporate or integrate Grace Hill Content with Customer Content, and (ii) does not transform the Customer Content or Grace Hill Content into a form that cannot without modification be readily displayed, executed, rendered, played back or viewed by any third party platform, or can be executed without further modification by any third party software.

1.10 “**Site**” means the Vision Platform and/or any Grace Hill website, webpage, user interface and/or portal that are made available to Customer to access or use the Vision Platform.

1.11 “**Site Content**” means any information, data, content, or database associated with the Site (whether or not displayed) including any Grace Hill Content, Improvements, or Modifications including without limitation text, graphics, sounds, videos, images, logos, buttons, icons, databases, and any other media of any type now existing or developed in the future that has been included with or uploaded to the Site.

1.12 “**Software**” means any computer code, computer program, script, subroutine, patch, executable file, machine-readable code or human-readable source code associated with the Vision Platform.

1.13 “**Vision**” or “**Vision Platform**” means Grace Hill's proprietary online multifamily real estate compliance and proficiency training software-as-a-service platform known as Vision and further includes without limitation the Site, Site Content, and all services available via the Site including but not limited to content creation tools, playback tools, storefront, and multi-media production or graphics tools.

## II. Vision License and Limitations

2.1 Vision Platform License Grant. Grace Hill hereby grants to Customer, and Customer hereby accepts from Grace Hill a limited, non-exclusive, non-assignable, non-transferable, non-sublicenseable, worldwide, revocable license (hereinafter, the “**Vision Platform License**”) during the Term for Customer and End Users to access, use, and display the Vision Platform solely for Customer's educational needs and to make Modifications and Improvements to only the Customer Content using the Vision Platform in accordance with this Agreement, provided Customer maintains an accurate Unit Count, including all units under the ownership, management, and/or control of Customer and its affiliates.

2.2 Ownership. Grace Hill owns the Vision Platform (Customer Content and Modifications thereto excluded), Improvements, Documentation, and Grace Hill IP, and Customer acknowledges and agrees that the Vision Platform (Customer Content and Modifications thereto excluded), Improvements, Documentation, and Grace Hill IP are licensed to Customer and not

sold. Subject to the terms and conditions of this Agreement, Customer acknowledges and agrees that Grace Hill and/or its licensors shall retain on an exclusive basis the entire right, title, and interest in and to any and all of the Vision Platform, Improvements, Documentation, and Grace Hill IP; provided, however, that except for the license set forth below in Section 3.4, in no event shall Grace Hill or any of its licensees acquire any rights, title or interest in and to the Customer Content or the Customer IP.

2.3 Limitations of Vision Platform License Grant. Customer acknowledges and agrees that it shall not without the prior written consent of Grace Hill: (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 Software, or exploit the Vision Platform for any purpose whatsoever; (ii) remove any product identification, copyright, or other notices embedded within the Vision Platform; (iii) share usernames or passwords with any third party, or permit more than one (1) of its employees or end users to use a single account, username or password; (iv) sublicense, relicense, provide, lease or lend the Vision Platform to any third party, or use the Vision Platform 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 Site Content for any purpose including without limitation aggregating information or performing analytics thereon; (vi) use the Vision Platform to breach the rights of any third party; or (vii) use the Vision Platform in connection with any pornographic, defamatory, or obscene product or service, or prurient interest.

2.4 Providing Customer Content / Customer Content Warranty. Customer may post, upload, submit, transmit or otherwise provide Customer Content to the Vision Platform in any form or medium (e.g., text, documents, images, audio content, video content, logos, brand names, trademarks, etc.) including without limitation course content and/or materials related thereto, course certifications, evaluation questions, evaluation answer keys, course metadata, course credit, prerequisites, time, certification, information, content and/or material associated with Customer. Subject to the terms and conditions of this Agreement, Customer hereby grants to Grace Hill an exclusive, non-assignable, non-sublicenseable, fully paid-up, royalty-free license to store, make copies of (for reasonably necessary back-up, disaster recovery, and performance troubleshooting and optimization purposes only), make Modifications to, display, host, or download the Customer Content that Grace Hill receives from Customer for the limited purpose of developing, managing, maintaining, and otherwise making the Vision Platform available to Customer, and for providing analytics and/or aggregation services using the Customer Content for the Vision Platform. Customer represents and warrants that: (i) it is the original author, owner, or is otherwise authorized to contribute the Customer Content to the Vision Platform; (ii) the Customer Content does not violate any rights of any third party, to include any intellectual property rights of such third party; and (iii) that the Customer Content does not contain and Customer will not otherwise upload any malicious software to the Vision Platform. Customer acknowledges and agrees that it is responsible for its own, and that of its affiliates and end users' use, activities, conduct, and communications with or via the Vision Platform, and for the consequences of such use, activities, conduct, and communications.

2.5 Implementation. In order to provide the Vision Platform to End Users, Customer will provide to Grace Hill information about Customer's locations, properties and employees,

which Grace Hill will use to customize Customer's access to the Vision Platform. Customer agrees to complete the Location Data Sheet, the Property Data Sheet and the Employee Data Sheet (collectively, the "**Customer Data Sheets**") provided to Customer by Grace Hill. Customer agrees to supplement this information, as requested by Grace Hill, in order for Grace Hill to implement the Vision Platform. Within approximately forty-five (45) days of receiving the completed Customer Data Sheets and any supplemental information requested by Grace Hill, the Vision Platform is typically made available to all End Users (the "**Launch Date**"). Actual timing of the Launch Date may vary based on Customer's Service Tier (as described in Part B), the information Customer provides to Grace Hill and Customer's level of participation.

### **III. Services**

3.1 **Vision Platform Services.** Grace Hill shall use commercially reasonable efforts to make the Vision Platform and all related services (if any) (the "**Services**") available to Customer during the Term. Customer shall be solely responsible for the selection, use and expense related to the Services and any and all telecommunications, Internet access, telecommunication, and Internet service providers, and any other services and equipment used to access the Vision Platform including without limitation computers, servers, operating systems, web browsers, etc. (collectively, "**Systems and Equipment**"). Grace Hill shall have no liability with respect to Customer's inability to access the Vision Platform due to Customer's Systems and Equipment. Grace Hill shall use commercially reasonable efforts to address problems or correct errors regarding the Vision Platform that are brought to Grace Hill's attention, subject to the occurrence of a Force Majeure Event as set forth in the MSA.

3.2 **Vision Help Desk.** Any problems or errors that Customer experiences should be reported to the Grace Hill Help Desk at: support@gracehill.com, or by calling: 866-472-2344.

3.3 **Agreed Upon Products and Services.** Any Services requested by Customer that are not specified in the Order Form shall be set forth in a separate written Agreement that is executed by the Parties.

### **V. Effect of Termination**

In the event this Agreement is terminated: (i) Customer's license to Vision shall terminate and (ii) Customer shall cease and ensure that all End Users cease accessing or using the Services.

## **PART B: SERVICE TIERS**

### **I. Service Tiers**

Grace Hill shall provide Customer access to the Vision Platform to utilize the Services as specified in the Order Form and further described herein. The offerings of the Vision Silver, Gold and Platinum Service Tiers are available here: <https://gracehill.com/wp-content/uploads/2021/08/Vision-Tier-Sheet-081821.pdf>, Information on the Small Business Impact Solution offerings are available here: [Small Business Impact Solution Features](#) or by asking your Grace Hill representative.

1.1 Vision Silver Services. Customer can access and use the Vision Platform and can access the Essential Courses.

1.2 Vision Gold Services. Customer can access and use the Vision Platform and all Vision Silver Services, as well as additional Services.

1.3 Vision Platinum Services. Customer can access and use the Vision Platform including and all Vision Gold Services, as well as additional Services.

1.4 Small Business Impact Solution. Customer can access and use the Vision Platform with a limited content catalog and restricted administrative capabilities.

1.5 Validate Only. In the event that Customer is subject to a Validate Services Agreement and not a separate agreement for one of the above Service Tiers, then Customer can access and use the Vision Platform at the same level as Vision Silver Services, except that Customer may access and use only those courses indicated as a Validate course in the title. Additionally, Customer may assign remediation training to End Users and may set up automated distributions within Vision.

### **II. Course Modification**

Grace Hill in its sole discretion reserves the right to edit or modify any features of the Vision Platform, course or course content, or to substitute any course or course content with comparable course or course content at any time without notice.

### **III. Grace Hill Optional Elective Courses**

Elective courses are available for Customer to add to the Order Form, at Customer's option, to access and use the elective courses provided that Customer has subscribed to Silver, Gold, or Platinum Vision Platform Service. Grace Hill in its sole discretion reserves the right to edit or modify any course or course content, or to substitute any course or course content with comparable course or course content at any time without notice. Optional Elective courses selected by Customer, if applicable, are listed on in the Order Form.

## **PART C: ZOOM VIRTUAL CLASSROOM TERMS OF USE**

In the event that Customer's Order Form includes Zoom, Customer shall be legally bound by the following terms and conditions of this Zoom Virtual Classroom Terms of Use ("**Zoom Terms**"). In the event of a conflict between the Agreement and these Zoom Terms, these Zoom Terms control, but only as to the Zoom Services (as defined herein). These Zoom Terms apply only to the Zoom Services and not to modify the terms of the Agreement related to any other Services offered by Grace Hill.

### **I. Definitions**

The following terms have the following definitions for purposes of this Part C. Capitalized terms not defined in this Section or otherwise defined in this Part C shall have the meanings ascribed to them in other portions of the Agreement.

1.1 "**Classroom Count**" refers to the number of Meetings that Customer can run concurrently. For example, if Customer's End Users need the ability to hold three Meetings at the same time, Customer would need a Classroom Count of three. Customer's fee is determined by the Classroom Count.

1.2 "**Meeting**" has the meaning ascribed to it in the Zoom Terms.

1.3 "**Zoom Content**" means any and all content (e.g. data, audio content, video content, media, usernames, passwords, text, etc.) that is uploaded, displayed, or provided by End Users via the Zoom Services.

1.4 "**Zoom Services**" means those video conferencing services and related services made available to Customer by Grace Hill and provided to Customer through the Vision Platform or through the Zoom website, [www.zoom.us](http://www.zoom.us). Zoom Services are part of the Courseware offered via the Vision Platinum Services. Zoom Services may permit End Users to send and receive Zoom Content to engage in a virtual classroom setting.

1.5 "**Zoom Terms**" means the terms and conditions provided by Zoom Video Communications, Inc., which can be found at [www.zoom.us/terms](http://www.zoom.us/terms), and pursuant to which Customer and all users of the Vision Platinum Services associated with Customer use of the Zoom Services. Additionally, Customer and its users agree that the Agreement governs use of the Zoom Services to the extent that Agreement is not inconsistent with Zoom Terms.

### **II. Zoom Services License Agreement and Limitations**

2.1 Zoom Services License Grant. Grace Hill hereby grants to Customer, and Customer hereby accepts from Grace Hill a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license during the Term for Customer's End Users to access, use, and display the Zoom Services solely for Customer's educational needs. Customer acknowledges that End Users will need to register with Zoom Video Communications, Inc. and agree to the Zoom Terms in order to use the Zoom Services.

2.2 Customer's Use of Zoom Services. Customer acknowledges that use of the Zoom Services by End Users is governed by the Zoom Terms as well as those terms of the Agreement that are not inconsistent with the Zoom Terms. Customer agrees that the terms in the Agreement in favor of Grace Hill, including those terms limiting Grace Hill's liability, also apply to Customer's use of the Zoom Services unless such terms are wholly inconsistent with the Zoom Terms.

2.3 No Responsibility for Zoom Content. Customer acknowledges and agrees that Grace Hill is not responsible for the content of any of the video conferencing or other content uploaded by End Users, including any content that may be vulgar, defamatory or otherwise violates any rights of any third party. Customer acknowledges and agrees that Zoom Video Communications, Inc. is solely responsible for providing the Zoom Services and for the storage of Zoom Content and only to the extent provided in the Zoom Terms. Customer acknowledges and agrees that Grace Hill does not control the servers that host the Zoom Services or the Zoom Content.

2.4 No Responsibility for Availability of Zoom Services. Customer acknowledges and agrees that the Zoom Services are being made available by Zoom Video Communications, Inc. and not by Grace Hill. Grace Hill is not obligated to provide any level of availability of the Zoom Services. Part D, Vision Service Levels, does not apply to the Zoom Services.

2.5 Support for the Zoom Services. Support for the Zoom Services is available through Zoom Video Communications, Inc.'s online support center, located at <https://support.zoom.us/hc/en-us>. Customer acknowledges and agrees that Grace Hill has no obligation to provide any support to Customer or End Users for the Zoom Services.

### **III. Fees**

3.1 Fee Schedule for Zoom Services. Customer shall pay Grace Hill for the Zoom Services based upon its Classroom Count. Customers who subscribe to Vision Platinum Services shall be entitled to a Classroom Count of one (1) for no additional fees or charges. Customer's fees for the Zoom Services are set forth in the Order Form. Customer shall be invoiced for the Zoom Services on a monthly basis in the same invoices as Customer's other fees.

3.2 No Refunds. Customer acknowledges that Grace Hill pays for Customer's access to the Zoom Services in full when Customer agrees to accept the Zoom Services. Therefore, the fee for Zoom Services for the entire Term must be paid even in the event of a termination.

## PART D: VISION SERVICE LEVELS

**I. Service Level Standards.** Grace Hill will at all times during the term of this Agreement maintain the following service levels for the Services (collectively, the “*Service Levels*”):

1.1 System Availability Service Level. Grace Hill will provide at least 99% System Availability and at least 99% Workweek System Availability over one-month periods, excluding any System Maintenance (defined below) or Force Majeure Events (as defined in the MSA) that result in the Services not being available to any Customer user, as measured and monitored from Grace Hill’s facilities. System Availability will be calculated on a monthly basis using the following formula: Actual Availability *divided by* Total Scheduled Availability, such amount to be *multiplied by* 100%. Workweek System Availability will be calculated on a monthly basis using the following formula: Actual Workweek Availability *divided by* Total Workweek Scheduled Availability, such amount to be *multiplied by* 100%. The following definitions will apply with respect to the calculation of Service Availability and Workweek Scheduled Availability:

(a) “*Actual Availability*” means Total Scheduled Availability minus Downtime, in minutes.

(b) “*Actual Workweek Availability*” means Total Scheduled Workweek Availability minus Workweek Downtime.

(c) “*Downtime*” means the time (in minutes) that the System is not available to customers to access the System or Services, or perform ordinary functions. Downtime does not include any unavailability of the System due to System Maintenance, downtime attributable to third parties who host the System or Services, or a failure or defect arising out of a Force Majeure Event. “*System Maintenance*” means time (in minutes) that the System is undergoing maintenance in a manner that the Services are not accessible to Customer and excludes Scheduled Maintenance. Grace Hill will endeavor to perform maintenance and upgrades during weekends, holidays or outside normal business hours. Scheduled Maintenance includes upgrading and maintaining Grace Hill’s software and hardware for which Grace Hill provides at least two (2) days’ prior written notice to Customer (“*Scheduled Maintenance*”). Scheduled Maintenance will only be performed outside normal business hours between the hours (between 8 am – 8 pm (EST)) and holidays. System Maintenance in any given month will not exceed one hundred and twenty minutes per month.

(d) “*Total Scheduled Availability*” means 7 days per week, 24 hours per day, excluding System Maintenance, as measured in minutes.

(e) “*Total Scheduled Workweek Availability*” means Monday through Friday, 8 AM to 5 PM, Eastern time, excluding federal and state holidays.

(f) “*Workweek Downtime*” means any Downtime that occurs on any weekday between the hours of 8 AM and 5 PM, Eastern time, excluding federal and state holidays.



**II. Backups.** Grace Hill system data is stored in a clustered database in the Amazon AWS Cloud infrastructure. In addition to the redundancy built into the clustered database infrastructure, a backup of the data is taken daily, and kept for thirty-five (35) days. Upon Customer’s request, Grace Hill will restore Data from backup files and reserves the right to charge a fee for such restoration.

**III. Reporting.** During the Term of this Agreement, Grace Hill will, upon Customer’s request (which may be made by telephone or email), provide monthly reports to Customer that include Grace Hill’s performance with respect to the Service Levels and such other metrics as reasonably requested by Customer from time-to-time.

**IV. SLA Credits.** If Grace Hill fails to meet any of the Service Levels, Grace Hill will pay Customer penalties calculated as follows (the “*SLA Credits*”):

4.1 SLA Credits for Workweek System Availability Service Level Failure. If the Workweek System Availability during any given month falls below ninety-nine percent (99%), Grace Hill will, upon Customer’s request, provide Customer with a SLA Credit equal to the percentage of the total monthly fee for Vision applicable to the month in which the Service Level failure occurred corresponding to the System Availability Level set forth in the chart below:

Workweek System Availability Level	SLA Credit
99 – 100%	<i>No Credit</i>
95 – 99%	<i>5% of total monthly fee applicable to month in which failure occurred</i>
85.0 – 95%	<i>20% of total monthly fee applicable to month in which failure occurred</i>
< 85%	<i>40% of total monthly fee applicable to month in which failure occurred</i>

4.2 SLA Credit Procedures. Grace Hill will credit all SLA Credits accrued to Customer in the same month in which the SLA Credits accrue (or in the subsequent month if the invoice has already been issued), provided that if no further invoices will be submitted to Customer hereunder, Grace Hill will pay such SLA Credits to Customer within thirty (30) days of the end of the month in which such SLA Credits accrue.

**V. Material Breach.** Customer shall also have the additional remedy of termination for material breach under the Agreement if Grace Hill fails to meet at least eighty-five percent (85%) of its Workweek Availability Commitment in any two months in a six-month period.