

HENDERSEN-WEBB, INC. WEBSITE TERMS OF USE

THIS IS A LEGAL CONTRACT BETWEEN YOU AND HENDERSEN-WEBB. CAREFULLY READ THESE TERMS OF USE BEFORE ACCESSING, ACTIVATING OR OTHERWISE USING THIS WEBSITE, AND/OR THE INTERNET AND MOBILE-BASED PROPERTY MANAGEMENT PLATFORM, INCLUDING RENTCAFÉ® (COLLECTIVELY, THE "PLATFORM").

WHEN YOU CLICK "I AGREE," ACCESS, REGISTER, CREATE AN ACCOUNT OR OTHERWISE USE ANY PART OF THE PLATFORM THROUGH ANY MEANS, INCLUDING INSTALLING THE MOBILE APP, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, TERMS AND CONDITIONS REQUIRED BY HENDERSEN-WEBB'S SERVICE PROVIDER, YARDI SYSTEMS, INC. ("YARDI") AND ANY ADDITIONAL TERMS OR AGREEMENTS PROVIDED TO YOU THROUGH THE PLATFORM. THESE MAY INCLUDE, WITHOUT LIMITATION, TERMS AND CONDITIONS OF EACH RENTAL APPLICATION FOR LEASE, RENTAL AGREEMENT AND ADDENDUM TO RENTAL AGREEMENT (WATER & SEWAGE FLAT FEE), IF APPLICABLE, REQUEST FORMS AND OTHER DOCUMENTS AND AGREEMENTS, WHETHER OR NOT INCORPORATED THEREIN (COLLECTIVELY, "TERMS OF USE"). THE TERMS "HENDERSEN-WEBB," "US," "WE," OR "OUR" MEAN HENDERSEN-WEBB, INC. AND ITS RELATED ENTITIES, AFFILIATES, SUCCESSORS AND ASSIGNS. THE TERMS "YOU," "YOURSELF" OR "YOUR" REFER TO ANYONE ACCESSING OR USING THE PLATFORM, INCLUDING WITHOUT LIMITATION, OCCUPANTS OF HENDERSEN-WEBB PROPERTIES ("RESIDENTS"), RESIDENTS' FAMILY, GUESTS, AGENTS, EMPLOYEES OR INVITEES, PROSPECTIVE RESIDENTS AND WEBSITE VISITORS.

HIGHLIGHTS/SUMMARY OF THESE TERMS OF USE:

- Hendersen-Webb owns or manages the apartments and other properties described on the Website. Hendersen-Webb owns the Hendersen-Webb websites, all web pages located at <http://www.aptrrent.com>, www.henwebb.com and any future additional or replacement websites, web pages, URLs and/or domain names (collectively, the "Website"). Information contained on the Website does not constitute an offer. Although we update the Website often, it may not list all available properties, not all listed properties may be available and not all information (such as rent) with respect to a property may be accurate.
- The Website resides within Yardi's Platform. The Platform enables visitors to search, locate and apply to lease an apartment or townhome and, if accepted by Hendersen-Webb as a Resident, lease an apartment or townhome, pay rent, manage your Account and request maintenance services online. Yardi's owns and operates the Platform, including its RENTCafé® software, through which you access and use Services (as defined in Section 1 below) and your Account on Hendersen-Webb's behalf. When you use Services, you are actually transferred to Yardi's Platform. ***Yardi will require you to accept its legal terms before allowing you to access the Platform and use Services. However, even if it does not, by agreeing to these Terms of Use and/or using the Platform and Services, you are agreeing to Yardi's legal terms.*** You may read Yardi's legal terms by scrolling down to the end of these Terms of Use.
- Renting is in Hendersen-Webb's sole discretion. Therefore, even if you submit an Application for Lease, Rental Agreement and/or an Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, you may not ultimately be approved as a Resident. That said, Hendersen-Webb does not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, gender identity, genetic information, physical or mental disability, or familial status. If Hendersen-Webb does approve your Application for Lease, you will be required to sign a Rental Agreement, Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable and other documents which, in addition to these Terms of Use, will describe the rights and obligations of Hendersen-Webb and you.
- Hendersen-Webb does not charge a fee specific to your use of the Platform. However, you may be required to pay fees for Services as well as expenses incurred in connection with your

Application for Lease, such as with respect to investigating your background and/or creditworthiness. It is also possible that you will be charged a service fee by Yardi and/or its third service providers. Also, if your payment is rejected, you will incur additional charges.

- When you use a credit/debit card to pay rent or other fees or expenses through the Platform, your card information is transmitted by the Platform to Yardi's PCI-compliant third party service provider which processes your payment. Yardi stores your card information if you elect to use a credit/debit card for recurring payments. When you make a one-time payment, your credit/debit card information is stored by Yardi temporarily until the payment is approved and for a short time thereafter. **Hendersen-Webb does not see or store your credit/debit card information.**
- Please carefully review the discussion on Privacy and Data Security in Section D to understand what information is collected when you use the Platform, how it is used, with whom it is shared, how it is secured and for how long.
- When you submit your Application for Lease, you and any other applicant authorize Hendersen-Webb to make all credit, employment, investigative and other inquiries (including without limitation to consumer reporting agencies) to process your Application for Lease.
- Services are not available in all states. Services are only available to legal residents of the United States of America who are at least eighteen (18) years or emancipated with proof of the same.
- You should review these and Yardi's Terms of Use and Privacy Policy carefully from time to time, as they are subject to change without notice to you in the discretion of both Yardi and Hendersen-Webb and you will be bound by the changes when you use the Services/Platform.

A. THE SERVICES. Hendersen-Webb owns and manages the apartments and other properties described on the Website. Through the Website, which resides within Yardi's Platform, prospective Residents can search and apply for apartments; existing Residents can pay their rent (either on a one-time or recurring basis), submit maintenance requests and review their Accounts (collectively, the "Services"). Yardi's Platform, including its RENTCafé® and other software offered as a service through the Platform, enables Hendersen-Webb to provide the Services electronically through the internet and Yardi's mobile app. The fact that you inquire about or apply to rent an apartment, register and/or create an Account through the Platform does not assure that you will be approved as a Resident. Resident approval is in the sole discretion of Hendersen-Webb; provided however that Hendersen-Webb does not discriminate on the basis of race, color, sex, religion, national origin, handicap, marital or familial status or age (if the applicant has the capacity to enter into a binding contract). If Hendersen-Webb approves your Application for Lease, you will be required to sign a Rental Agreement, Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, and perhaps additional documents as well as agree to Yardi's Platform Terms of Service, all of which, in addition to these Terms of Use, will describe the rights and obligations of Hendersen-Webb and you with respect to your leased apartment.

B. USING THE PLATFORM.

1. Application for Lease Process: You may apply for a lease by completing the Application for Lease form located at <https://webb.securecafe.com/onlineleasing/apartmentsforrent/guestlogin.aspx>. The Platform allows you to save an incomplete Application for Lease and submit it when you are ready. The information contained in your submitted Application for Lease is stored by the Platform whether or not you become a Resident. When you submit an Application for Lease, you provide a user ID and password. The Platform creates an account and sends login information to the email address on your Application for Lease (individually and collectively your "Account" or "Account Information"). This will be your ongoing Account if you become a Resident. If you are a current Resident, you will be given login information so that you can access the Platform. Both existing and prospective Residents must authorize Hendersen-Webb and/or its service providers to make such background, credit, employment, investigative and other inquiries as may

be appropriate in Hendersen-Webb's discretion, including to consumer reporting agencies, to validate the information contained in your Application for Lease, Account information and information contained in your Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, both initially and from time to time. You agree you shall: (a) provide true, accurate and complete information as prompted by the Platform, Application for Lease, Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, and other applicable documents; (b) at all times have the authority to agree to these Terms of Use, Application for Lease, Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, and other applicable documents and agreements for yourself and on behalf of any other occupant (lessee/roommate) of your apartment for which you use the Platform; (c) not or permit anyone else to impersonate or misrepresent your identity or your right to use the applicable mobile device(s) associated with your Account; (d) maintain and promptly update all information provided to Hendersen-Webb through any means or media to keep it true, accurate, current and complete; and (e) not engage in any harmful or abusive activities that may disrupt the Platform, its ability to provide, and any user's ability to use, the Platform/Services or violate any laws, rules or regulations.

2. Your Account: As previously mentioned, submitting an Application for Lease through the Platform triggers generation of an Account. Existing Residents will be given login information to access their Accounts through the Platform and use the Services. Once you have entered the required information to set up your Account, you may pay your rent either on a one-time or recurring basis, request maintenance services, review your Account balance, any adjustments and status and contact management. Other Services or interactive features may be enabled in the future to which you will also be given access through your Account. Prior to use of specific Services, you may be asked to reconfirm your agreement with these Terms of Use and/or agree to supplemental terms applicable to the specific Services. You also agree that Hendersen-Webb may provide all documents, messages and notifications to your Account electronically and/or using text messaging through the Platform via the email address or mobile telephone number associated with your Account.

The Platform includes access to a mobile app which relies on your wireless service, your mobile device's GPS antenna coverage and the wireless coverage within the area in which you are located at that time. To use the mobile app, Wi-Fi must be activated to enable the Platform to validate your Account, Security Credentials (as defined in Section 4 below) and the Services associated with the applicable mobile device. Be aware that standard data and text rates may apply for each text message sent from and received by your mobile device as determined by your wireless provider. Contact your wireless provider for complete data, text and other pricing details.

3. Updating Your Information: It is your responsibility to periodically review and update your Account Information and any information contained in your Application for Lease, Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, and other applicable documents. You may update your Account Information, including changes to your payment information and/or add/update/delete mobile devices at any time. You acknowledge and agree that Hendersen-Webb will have no liability associated with or arising from your failure to maintain accurate Account Information. If Hendersen-Webb has reasonable grounds to suspect that the information you have provided is or becomes untrue, inaccurate or incomplete, Hendersen-Webb may, in its sole discretion, suspend or terminate your Account and refuse any and all current or future use of the Platform and/or all or any part of the Services.

4. Security Credentials: You are responsible for all Account activity and for ensuring that your use or access to your Account and/or the Platform complies fully with these Terms of Use, including the safety and security of all user names, IDs, logins, passwords, PINS or other security features (collectively "Security Credentials") through which you may access your Account, other secure portions of the Platform and use the Services. You should not share your Security Credentials with others. If you do, you will be responsible for their actions as if they were your own. You are responsible for the acts and omissions of each individual to whom you have given, or who may have gained access through use of, your Security Credentials. It is your responsibility to preserve the confidentiality of and not share your Security Credentials or use or record them in a non-secure manner. You must notify Hendersen-Webb

immediately if you suspect fraudulent or abusive activity occurring with respect to your Account. Hendersen-Webb is not liable for any use of the Platform by anyone using your Security Credentials. If you so notify us, or if Hendersen-Webb suspects fraudulent or abusive activity, you agree to cooperate with us in any investigation and to use any preventive measures Hendersen-Webb prescribes. In addition, use of your Security Credentials terminates on dormancy, termination of your Account or termination of these Terms of Use. Hendersen-Webb may rely upon the instructions, consent given and all action taken through your Security Credentials, without verifying the identity or authority of any person accessing the Platform and using the Services.

5. Account Termination; Survival of Terms: You may not unilaterally terminate your Account. You may edit or delete your payment information at any time provided a transaction is not pending. Termination of your Account does not terminate these Terms of Use or your Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable. Hendersen-Webb may suspend or terminate your Account and/or your access to all or any part of the Platform and/or the Services at any time, with or without notice to you if: (i) you fail to make any payments when due as required under any Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, (ii) your Account is inactive; (iii) you misuse the Platform or the Services; (iv) you misrepresent yourself or commit a fraudulent act or (v) you fail to comply with these Terms of Use and/or any Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable or other documents you signed. Access to your Account via the mobile device associated with your Account may be suspended if the applicable mobile device is reported lost, stolen, suspended or terminated for any reason and you do not replace it with a new one within a reasonable period of time. Even if your Account is terminated, Hendersen-Webb may still communicate with you electronically at the email address then on file. In addition, certain provisions of these Terms of Use shall continue to apply with full legal force and effect, regardless of whether you stop using the Platform or Services and regardless of whether your Account is terminated for any reason. To terminate your Account, please contact Hendersen-Webb at info@henwebb.com. Please note that uninstalling the Platform's mobile app from your mobile device will not terminate your Account.

6. Interactive Areas: The Website does not currently allow for interaction among Residents or other users through chat areas, bulletin boards, blogs or other messaging or communications features. Should the Website provide interactive areas in the future, you may be required to comply with additional legal terms addressing acceptable use of the features and otherwise governing your behavior.

C. RENT AND OTHER FEES. Hendersen-Webb does not charge a fee specific to your use of the Platform. However, you may be required to pay expenses incurred in connection with your Application for Lease, such as with respect to investigating your background and/or creditworthiness, fees for certain Services and as specified in the Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable. You agree to pay all rent, requisite periodic and other fees, and all expenses relating to your apartment, plus all taxes on those amounts, if any. If you so authorize, you agree that Hendersen-Webb may charge the credit/debit card associated with your Account in advance for all rent or other fees and expenses either on a recurring or one-time basis. A fee will be charged to your credit/debit card or Account each time your card is rejected or any checks or other payments are returned. Certain unpaid outstanding balances may accrue interest at the highest rate allowable by law. Please contact info@henwebb.com or Customer Service at 410-628-7700 if you have any questions about Account charges. Please remember, your wireless carrier may charge standard data and text rates for each text message sent from and received by your mobile device. Contact your wireless provider for complete data, text and other pricing details.

D. PRIVACY, DATA SECURITY AND RETENTION.

1. Information Collected: The Platform collects and stores personal and financial information about you, other Residents and occupants of your apartment in connection with your Application for Lease, Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable and Account. When you submit an Application for Lease, the Platform automatically collects and stores all of the information, whether or not your Application for Lease is approved and regardless of whether you

decide to rent an apartment. The Platform also collects and stores payment information, maintenance requests and any other Resident and property-related information received through the Platform. Credit/debit card, ACH, checking or any bank account or other payment information associated with your Account is transmitted through the Platform to Yardi's payment gateway service provider. Hendersen-Webb does not see, collect or store your credit/debit card, ACH, checking or any bank account or other payment information in its database. It also does not process or charge your credit/debit card, ACH, checking or any bank or other payment transactions. With the exception of credit/debit card ACH, checking or any bank account or other payment information, your payment information and any adjustments are automatically integrated into your Account in Hendersen-Webb's database which is also hosted and secured by Yardi's Platform. Yardi is contractually obligated to store all such data securely and may use all such data only for the purpose of supporting Hendersen-Webb's property management needs and for no other purpose. Yardi may combine all information gathered about its customers' users (including Hendersen-Webb's users) and share the combined data with a variety of third parties, including Hendersen-Webb. Hendersen-Webb has no control over Yardi's collection or use of the non-personally identifiable or technical information Yardi collects through the Platform. Additionally, Hendersen-Webb has no control over Yardi's security protocols, policies or rules and disclaims all liability in the event of a data breach or security failure. Please visit <https://www.rentcafe.com/apartments/privacypolicy.aspx> to better understand the information Yardi collects as a result of your use of the Platform, how such information is used and with whom it is shared.

Hendersen-Webb is only one of many property management companies using the Yardi Platform to provide the Services. Yardi and the various business partners and other companies providing services to or on its behalf (such as companies assisting with the operation or features of the Platform, advertising and promotional campaigns, surveys, contests) may use various technologies (such as cookies, web beacons, pixel tags, click-through URL links) to provide enhanced functionality, aggregate traffic data, analyze how the Platform is used, develop demographic and other statistical data etc. Such information may be provided to Hendersen-Webb to assist it in meeting its specific property management needs. Please note that all major browsers allow you to block or delete cookies from your computer system, however if you do so you may not be able to use many features of the Platform and it may affect your ability to access your Account electronically or take advantage of the Services. To learn more about your ability to manage cookies and web beacons, please consult your browser's privacy features.

The Platform also captures and stores usage statistics, metrics or other data generated by your use of your mobile device in connection with, and your use of the Platform through Yardi's mobile app. If your location is enabled on your mobile device or the Services you order use location-enabled products or services, you will be sending the Platform information that may reveal your actual location in real-time. You understand that location-based services that are provided through the Platform require a location to function properly, and your use signifies your agreement to allow the Platform to use your location for such purposes. If you do not want the Platform to use location-based information, please change your mobile phone settings to disable location services.

2. Use and Sharing of Collected Information. In general, Hendersen-Webb uses and/or discloses all information gained through or gleaned from and/or through access to the Platform or as a result of use of the Services (a) for the purpose for which such information was provided, such as to process each Application for Lease, perform and enforce its Rental Agreements, process maintenance requests, facilitate payments etc.; (b) for marketing, advertising or promotional purposes; (c) to our service providers, legal, financial and other advisors in connection with seeking their advice or services; (d) to comply with applicable laws and requests from law enforcement and governmental authorities; (e) to comply with legal process or orders; (f) in an emergency; (g) to protect Hendersen-Webb's rights or property, the rights or safety of Hendersen-Webb residents and visitors; or (h) to investigate fraud, a problem, claim or dispute. Once received, the Platform stores all data collected in connection with your Account, your use of the Services, as well as that relating to Rental Agreements, for as long as (i) your Rental Agreement is in force and/or Account is open, (j) you continue using the Services, (k) you have outstanding Rental Agreement obligations and (l) as otherwise required by law or internal company policy. In addition, under the terms of the Rental Agreement, Residents authorize us to disclose the contents of their Applications for Lease and rental history to utility companies.

Hendersen-Webb does not sell or lease individual information collected through the Platform or Resident lists to third parties. It does share information with third parties that enable them to provide services to or on behalf of Hendersen-Webb. Hendersen-Webb contractually obligates such third parties to use the information disclosed solely for the purpose for which it was provided on behalf of Hendersen-Webb and to maintain its confidentiality. When you use the Platform, you authorize Hendersen-Webb and Yardi to use all information collected as provided in these Terms of Use, Yardi's Terms of Service, your Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, and any other agreements between you and Hendersen-Webb.

The privacy statements in these Terms of Use only address your disclosure to, and Hendersen-Webb's use of, your personally identifiable information. Hendersen-Webb has no control over collection or use of your personally identifiable information or non-personally identifiable information by third parties whose websites, products or services you may access as a result of hyperlinks accessible from the Platform. We encourage you to read the privacy statements located on other websites and/or contact them to better understand their privacy practices generally and their treatment of any information collected as a result of your accessing a hyperlink. We do not control and hence you agree that we are not liable for their use or misuse of your personally identifiable information.

If Hendersen-Webb is or should it become part of a family of companies, unless otherwise prohibited by law, all companies within the Hendersen-Webb family may share all information collected as a result of your use of the Services. If Hendersen-Webb, or a Hendersen-Webb division, unit or subsidiary, were to sell all or any part of Hendersen-Webb's assets or equity, merge with or be acquired by one or more third parties or if it were to cease operations, Hendersen-Webb may, in its sole discretion, transfer, sell or assign information collected through access to the Platform and/or use of the Services. All information collected would then be subject to the acquiring entity's privacy terms which may differ from those of Hendersen-Webb. As a result, upon completion of the transaction, one or more of these entities may contact you directly.

Please note that the internet and wireless telecommunications networks are open media, subject to the reliability of Yardi's hosting services, internet intermediaries, your internet service provider and other providers whose reliability is not controlled or guaranteed by Hendersen-Webb. No data transmission via the internet or mobile device can be guaranteed to be 100% secure. As a result, Hendersen-Webb cannot guarantee or warrant the security of any information you disclose or transmit via the internet and/or your mobile device and vice versa. Hendersen-Webb is not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. You acknowledge this risk when accessing or using the Platform and/or the Services. ***Please do not transmit sensitive information to Hendersen-Webb via email.*** Email is not a secure communication method and should never be used to transmit credit/debit card, ACH, bank account or other sensitive information. The transaction encryption capabilities offered by the Platform offers reliable protection from unauthorized access and the safest way to pay rent and other fees or expenses.

Please direct all privacy-related inquiries to info@henwebb.com.

E. PROPRIETARY RIGHTS; LIMITED LICENSE. The Website includes its "look and feel," all graphics, pictures, audio, video, page leaders, button icons, scripts, content and the collection, compilation, assembly and arrangement of all of the foregoing, all related technology that is not part of the Platform and Hendersen-Webb's Marks. Hendersen-Webb's "Marks" include, without limitation, the black rooftops with stylized evergreen tree and any other trademarks, trade names, service marks, trade dress, logos and slogans, individually and/or as may be combined with one another, used by Hendersen-Webb at any time, whether or not registered. Everything you see, read or use as a result of your access to the Website, Platform or use of the Services, including, without limitation, all features, forms, functionality and capabilities and all modifications, new versions, new features, enhancements, improvements, functionality, all derivatives and each component thereof and thereto, and all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein and thereto (a) are proprietary to either Hendersen-Webb or Yardi, (b) are either owned by or under license to Hendersen-Webb or Yardi, (c) are

protected by all applicable United States and international intellectual property laws and (d) may only be used in the manner and for the purpose set forth in these Terms of Use. This includes use of Hendersen-Webb's URL addresses or Marks in page text, as key words, meta tags or any other 'hidden text.'

Hendersen-Webb gives you a non-exclusive, non-transferable, revocable restricted license, terminable at any time, to access the Platform and use the Services solely for the purposes with respect to the specific Services you order or use, solely in the manner and as permitted in these Terms of Use and in accordance with applicable law. You may not duplicate, download (other than as expressly permitted), copy, create derivatives from or make any other use of all or any part of the Platform or the Services, use any data gathering or extraction tools, reverse engineer the Platform, Hendersen-Webb's or Yardi's technology or attempt to circumvent any security features, or resell the Services. Nothing in these Terms of Use gives you any right, title or interest other than the limited access and use rights permitted by these Terms of Use.

You give Hendersen-Webb a non-exclusive right and license to use and permit Hendersen-Webb's third party service providers to use, all material, information and data of any nature or sort you upload to and transmit through the Platform, including personal information and Account data, to facilitate Hendersen-Webb's provision of the Services, to identify you as an applicant or Resident and for any other purpose described in these Terms of Use.

F. MODIFICATION TO THESE TERMS OF USE, THE PLATFORM, THE SERVICES: From time to time, Hendersen-Webb may modify, expand, suspend, disable or terminate all or any part of the Services, engage a service provider other than Yardi to provide the Services through a different platform or medium and/or modify these Terms of Use for any reason without liability to you or any third party; provided that any Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable will not be affected. Please consult these Terms of Use regularly for any changes. *Please note that your subsequent access to the Platform or use of Services will signify your consent to all changes.*

G. DISCLAIMERS; LIABILITY LIMITS.

1. DISCLAIMERS:

(a) NO WARRANTIES. HENDERSEN-WEBB DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, REPRESENTATIONS AND LIABILITY WITH RESPECT TO THESE TERMS OF USE, ANY OTHER DOCUMENTS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, THE PLATFORM, THE SERVICES AND YOUR USE THEREOF, WHETHER EXPRESS, IMPLIED OR IMPOSED BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF CONDUCT. THE PLATFORM AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ALL FUNCTIONALITY AND FEATURES, OR OFFERS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SUBJECT TO HENDERSEN-WEBB'S SOLE DISCRETION. HENDERSEN-WEBB MAKES NO REPRESENTATION OR WARRANTY THAT YOUR USE WILL BE ERROR-FREE OR UNINTERRUPTED AND HEREBY DISCLAIMS ANY AND ALL DAMAGES FOR, ARISING OUT OF, OR RELATED TO YOUR INABILITY TO ACCESS THE PLATFORM OR YOUR ACCOUNT OR USE THE SERVICES, OR ANY OTHER CLAIM BY YOU OR ANY THIRD PARTY, INCLUDING IF YOU OR ANOTHER INCUR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH USING YOUR MOBILE DEVICE TO ACCESS THE PLATFORM'S MOBILE FUNCTIONALITY WHILE DRIVING.

(b) NO OCCUPANCY/ RENTAL AGREEMENT GUARANTEE. BY SUBMITTING AN APPLICATION FOR LEASE OR BY ACCESSING OR USING ANY OF THE PLATFORM OR THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT HENDERSEN-WEBB DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT: (i) INFORMATION ABOUT AN APARTMENT OR PROPERTY, INCLUDING RENT, IS ACCURATE; (ii) THE PROPERTIES LOCATED ON THE WEBSITE ARE AVAILABLE, (iii) ALL AVAILABLE PROPERTIES ARE LISTED ON THE WEBSITE OR (iv) YOU WILL BE APPROVED BY HENDERSEN-WEBB AS A RESIDENT. ALTHOUGH

HENDERSEN-WEBB TRIES TO POST ACCURATE INFORMATION ON THE WEBSITE, IT DISCLAIMS ANY AND ALL LIABILITY THAT THE WEBSITE ACCURATELY STATES THE SIZE AND TYPES OF APARTMENTS, THE ADDRESS AND/OR RENT. IF YOU HAVE SIGNED A RENTAL AGREEMENT AND ADDENDUM TO RENTAL AGREEMENT (WATER & SEWAGE FLAT FEE), IF APPLICABLE, FOR A PROPERTY THAT IS NOT AVAILABLE AS DEPICTED ON THE WEBSITE, IT IS VOID AND YOU WILL BE NOTIFIED TO SIGN A REVISED RENTAL AGREEMENT.

(c) **LINKS.** HENDERSEN-WEBB EXPRESSLY DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR THE AVAILABILITY OR ACCURACY OF ALL THIRD PARTY WEBSITES ACCESSED THROUGH HYPERLINKS ON THE PLATFORM. HENDERSEN-WEBB NEITHER ENDORSES NOR ASSUMES RESPONSIBILITY OR LIABILITY FOR ANY ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE FROM SITES OR RESOURCES ACCESSIBLE THROUGH SUCH HYPERLINKS. THE INCLUSION OF ANY LINK ON THE PLATFORM DOES NOT IMPLY THAT HENDERSEN-WEBB ENDORSES THE LINKED SITE. YOUR USE OF ANY LINKS IS AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT HENDERSEN-WEBB SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON ANY GOODS, SERVICES OR MATERIALS AVAILABLE ON OR THROUGH ANY SUCH LINK, SITE OR RESOURCE.

(d) **FORCE MAJEURE.** HENDERSEN-WEBB SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO YOUR ACCESS TO OR USE OF THE PLATFORM FOR ANY REASON. HENDERSEN-WEBB SHALL NOT BE LIABLE IF IT IS UNABLE TO PROVIDE THE PLATFORM (OR ANY PART THEREOF) OR PERFORM ANY OF THE SERVICES DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY PART OF THE PLATFORM, TECHNOLOGY, ANY WIRELESS CARRIER, TELECOMMUNICATIONS, POWER OR ELECTRICAL FAILURE OR SURGE, ANY INDUSTRIAL OR LABOR DISPUTE, CIVIL DISTURBANCE, EXPLOSION, FLOOD, EXTREME WIND, LIGHTNING, FIRE OR OTHER CASUALTY OR ACT OF NATURE, INABILITY TO SECURE SUFFICIENT FUEL, ENERGY, MATERIALS, SERVICES OR TRANSPORTATION OR ANY OTHER EVENT BEYOND HENDERSEN-WEBB'S REASONABLE CONTROL.

(e) **CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL ANY OF THE HENDERSEN-WEBB PARTIES (AS DEFINED IN SECTION H BELOW) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, DOCUMENTS, PROFITS, BUSINESS, GOODWILL OR LOSS OF USE, EVEN IF HENDERSEN-WEBB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(f) **NO OFFER.** YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION CONTAINED ON THE WEBSITE AND THE FACT THAT YOU SUBMIT AN APPLICATION FOR LEASE, RENTAL AGREEMENT AND ADDENDUM TO RENTAL AGREEMENT (WATER & SEWAGE FLAT FEE), IF APPLICABLE, DOES NOT CONSTITUTE AN OFFER NOR SHALL IT BE DEEMED TO BE AN APPROVED TRANSACTION UNDER ANY CIRCUMSTANCES.

(g) **WAIVER OF JURY TRIAL.** YOU AND HENDERSEN-WEBB EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT THAT EITHER MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION OF ANY KIND IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THESE TERMS OF USE, THE PLATFORM, THE SERVICES OR ANY APPLICATION FOR LEASE OR AGREEMENT IN CONNECTION THEREWITH (COLLECTIVELY, A "HENDERSEN-WEBB CLAIM").

2. LIMITATION OF LIABILITY:

HENDERSEN-WEBB'S SOLE LIABILITY, AND THAT OF ITS SERVICE PROVIDERS, LICENSORS, AND BUSINESS PARTNERS, IS LIMITED TO THE GREATER OF FEES CHARGED BY HENDERSEN-

WEBB (AND NOT THOSE OF ANY THIRD PARTY) ACTUALLY RECEIVED BY HENDERSEN-WEBB FROM YOU AS A RESULT OF YOUR USE OF THE PLATFORM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR \$100. THE PROVISIONS OF THESE TERMS OF USE ALLOCATE THE RISKS BETWEEN HENDERSEN-WEBB AND YOU. HENDERSEN-WEBB'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. WITHOUT INTENDING TO LIMIT THE FOREGOING, YOU MUST BRING ANY CLAIMS YOU MAY HAVE AGAINST HENDERSEN-WEBB WITHIN SIX (6) MONTHS OF THE DATE THE CLAIM AROSE OR BE FOREVER BARRED. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOUR LEGAL RIGHTS WITH RESPECT TO THE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE MAY VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS/DISCLAIMERS MAY NOT APPLY TO YOU.

H. INDEMNITY. You agree to indemnify and hold harmless Hendersen-Webb, its shareholders, officers, directors, employees, suppliers, licensors, service providers, agents and those of Hendersen-Webb's respective affiliates (collectively, the "Hendersen-Webb Parties") from any loss, liability, damages, fees, costs, claims, penalties or demands including reasonable fees of attorneys and other professionals, and any interest thereon, whether or not brought to suit, due to, arising out of or related to any direct or third-party claim or proceeding of any kind based on or arising out of your access to or use of the Platform or the Services, and/or your breach of these Terms of Use. Your indemnification of Hendersen-Webb Parties includes, without limitation, claims arising out of alleged or actual violation of any law, statute, regulation, rule and generally accepted practices or guidelines in the relevant jurisdictions.

I. GOVERNING LAW. Any dispute, matter and/or claim between you and Hendersen-Webb arising out of, incident or related to, these Terms of Use or the Platform shall be governed by, construed and interpreted in accordance with the laws of the state of Maryland law (excluding the choice and conflicts of law rules and principles thereof) and shall be resolved within the federal and state courts located in the State of Maryland to the exclusion of the courts of any other state or country. You irrevocably and unconditionally waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. Notwithstanding the foregoing, Hendersen-Webb may seek equitable relief in any court of competent jurisdiction to prevent or enjoin misappropriation, misuse, unauthorized disclosure or infringement of its intellectual property rights.

J. NOTICES AND PROCEDURES FOR COPYRIGHT INFRINGEMENT CLAIMS. Hendersen-Webb respects the intellectual property rights of others. If you believe that any Website content copies your work in any way that constitutes copyright infringement, please provide all of the following information: (1) a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the material that you claim is infringing or is the subject of infringing activity, that it is to be removed or access to it disabled and information reasonably sufficient to enable Hendersen-Webb to locate the material on the Website; (4) your name, address, telephone number, email address and all other information reasonably sufficient to enable Hendersen-Webb to contact you; (5) a statement by you that you have a good faith belief that use of the material as described by you is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the information in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Hendersen-Webb will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws.

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By mail: Hendersen-Webb, Inc.
P.O. Box 394
Cockeysville, Maryland 21030

By email: info@henwebb.com
(Please include "Notice of Infringement" in subject line.)

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K. SURVIVAL OF TERMS. Those provisions explaining how you access and use the Services through the Platform expire on expiration or termination of these Terms of Use. All other sections of these Terms of Use, including without limitation, your consent to background and other inquiries, your obligation to pay any fees, protection of Hendersen-Webb's proprietary rights, Hendersen-Webb's right to continued use of information, all disclaimers and liability limits, all indemnity obligations, governing law, notices, this survival provision and all other legal provisions, shall not terminate but shall continue to apply with full legal force and effect, surviving expiration or termination of your Account or these Terms of Use for any reason and regardless of whether you stop using the Platform or Services and regardless of whether your Account is terminated either by you or Hendersen-Webb for any reason.

L. OTHER LEGAL PROVISIONS. You may not assign these Terms of Use without Hendersen-Webb's prior written consent. In addition to your Application for Lease and Rental Agreement and Addendum to Rental Agreement (Water & Sewage Flat Fee), if applicable, these Terms of Use, including any additional terms and conditions specific to the Platform and/or the Services, each re-affirmation of these Terms of Use that you make through the Platform, along with Yardi's Terms of Service represent the entire agreement between you and us, which may only be amended as described in the applicable document or Section F above. If any part of these Terms of Use is found invalid, the balance remains enforceable; provided however that the Services shall not be offered where prohibited by law. The failure to enforce any term of these Terms of Use on one occasion shall not be deemed a waiver or prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or Application for Lease hereof, but are for convenience only. Please direct questions about these Terms of Use, the Platform or the Services to info@henwebb.com.