

SCREENING SERVICES ACTIVATION AGREEMENT

RentGrow, Inc., a Delaware corporation located at 400 Fifth Avenue, Suite 120, Waltham, MA 02451 ("**RentGrow**"), and

Chicago Housing Authority ("Client")
60 East Van Buren Street, 12th Floor
Chicago, IL 60605

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the date of the last party signature on this Agreement ("**Effective Date**").

RECITAL

RentGrow provides certain Services [defined in section 1 (Definitions), below] to Client in connection with its use of the Services [defined in section 1 (Definitions), below] for managing properties owned and/or managed by Client. As a condition to accessing and using the Services and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Applicant**" means a current or prospective tenant of a Property who has consented in writing to End-User's use of the Services in connection with the Permissible Purpose.

b. "**Confidential Information**" is defined in section 6 (Confidentiality).

c. "**Credit Bureau**" and "**CRA**" mean each credit bureau such as Equifax®, Experian®, TransUnion® and other consumer reporting agency (including but not limited to LexisNexis®), individually or collectively (in whole or in part) as understood by the context wherever referenced, that furnish the credit, civil, criminal, and any other information contained in the Services for the Permissible Purpose.

d. "**Eligibility Criteria**" means the Applicant selection policies or standards, as set solely by Client or other responsible party such as a property owner.

e. "**End-Users**" means Client and Client's employees (collectively, "Client") who access and use Services.

f. "**Fair Credit Reporting Act**" or "**FCRA**" means 15 U.S.C. § 1681 et seq. as may be amended from time to time.

g. "**Permissible Purpose**" means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement, the FCRA, all other applicable local, state, and federal laws and regulations, and Schedule C (Required Supplemental Terms and Conditions).

h. "**Property**" or "**Properties**" means the property or properties and the designated units thereof expressly listed in Schedule B (Property Worksheet).

i. "**Services**" means the RentGrow screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by the FCRA, other applicable local, state, and federal laws and regulations and Schedule C (Required Supplemental Terms and Conditions).

j. "**Tenant Screening Report**" means the information from any Credit Bureau or CRA assembled, merged, and provided by RentGrow: (i) to Applicants, as required; and (ii) to End-Users, as required.

2. Term and Termination.

a. **Term.** This Agreement will commence on the Effective

Date and shall remain in full force for 3 years (the "**Initial Term**") unless earlier terminated in accordance with section 2(b) (Termination). This Agreement shall be renewable by Client for up to 2 successive 1-year option terms (each a "**Renewal Term**"), and Client shall make commercially reasonable efforts to give written notice of its intent to exercise any option not later than 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination.** Either party may terminate this Agreement upon written notice to the other party where there has been a material breach that is not or cannot be cured within 45 days of written notice of the material breach and a demand for cure of such material breach. Termination pursuant to this section 2(b) (Termination) shall be effective upon delivery of written notice and, where applicable, after expiration of the cure period. Notwithstanding the foregoing, RentGrow does not guarantee that any information contained in the Services will be available from any specific Credit Bureau or CRA; and in the event the Credit Bureaus or any essential CRA stops providing data to RentGrow for any reason, RentGrow may modify the Services or terminate this Agreement, in whole or in part, upon written notice to Client which, if possible under the circumstances, will be issued in advance of the termination effective date.

c. Effect of Termination.

(i) Services Termination. Upon termination or expiration of this Agreement, RentGrow will cease providing the Services to Client and all outstanding Undisputed Fees owed, if any, shall become immediately due and payable, except to the extent of any pending payments, credits, offsets, or equivalent amounts that may be formally disputed by Client in accordance with section 3(d) (Partial Fee Disputes).

(ii) Return of Confidential Information. Upon this Agreement's termination or expiration effective date, the parties shall comply with section 6(d) (Ownership and Return of Confidential Information).

d. **Survival.** The parties' obligations under, and the provisions of, sections 2(c) (Effect of Termination), 3 (Fees), 4 (Acknowledgments, Criteria and Access), 6 (Confidentiality), 7 (Warranties), 8 (Damage Limitations), 10 (Mediation) and 11 (General Provisions) shall survive this Agreement's termination or expiration.

3. Fees.

a. **Fees.** Client expressly acknowledges and agrees to pay RentGrow the Fees for its use of the Services in accordance with Schedule A (Fee Schedule) and to provide and keep current all billing-related information to be provided by Client in Schedule D (Required Billing and Invoicing Information). Client further expressly acknowledges and agrees that it, and not any other party (such as, by way of example, a third party Property owner), is solely responsible for paying to RentGrow all Fees for the Services actually used by Client, even if Client used the Services in connection with the management of Property that Client no longer manages or owns. Client agrees to maintain complete, accurate, and up-to-date invoicing information as provided in Schedule D (Required Billing and Invoicing Information). The total value of the Agreement for the Term (that is, the Initial Term plus the two Renewal Terms) shall be for an aggregate amount not-to-exceed \$3,568,385.00.

b. **Failure to Pay.** This Agreement shall be subject to the terms and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax (exclusive of taxes based on RentGrow's net income), however designated, levied, or based, that apply to the Services provided under this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice of such dispute in accordance with section 11(e) (Notices), Client agrees that the undisputed portion of such Fees, if any ("**Undisputed Fees**") shall be due and payable as invoiced irrespective of the dispute.

4. Acknowledgements, Certifications, Criteria, Access and Location.

a. **Acknowledgements, Certifications and Required Supplemental Terms and Conditions.** As an express condition of accessing and using the Services, Client acknowledges, certifies and agrees that: (i) all End-Users shall do so only for the Permissible Purpose; (ii) all End-Users are bound by and solely responsible for compliance with all terms and conditions in this Agreement (including Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available on-line at: <https://www.rentgrow.com/us-screening-schedule-c> or as RentGrow may otherwise make available to Client), the FCRA, and all other local, state and federal laws and regulations (including all statutory penalties asserted or imposed) that apply to End-Users; and that (iii) any aspect of the Services that fulfil End-User obligations under any local, state or federal law are offered as a courtesy but are not intended to, and shall not, shift any statutory or any other legal obligations from End-User to RentGrow.

b. **Tenant Eligibility Criteria.** Client is solely and exclusively responsible for establishing the Eligibility Criteria for each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.

c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services, and shall only do so for the Permissible Purpose. End-Users may be added or replaced, free of charge, however: (i) each End-User must

have a unique password or user-ID with which to access or use the Services; (ii) user-IDs and passwords must be immediately revoked when an End-User is no longer authorized to access or use the Services; (iii) End-User passwords and user-IDs may not be shared or used by more than one individual End-User; and (iv) Client shall keep and maintain an accurate list of its currently authorized End-Users and shall provide such list to RentGrow upon request. If any user of Client's Voyager software has access to the Services and is not an End-User, Client shall require and ensure that such user first executed, directly with RentGrow, a Screening Services Activation Agreement or equivalent. Notwithstanding the foregoing, **any unauthorized access to or use of the Services by anyone shall entitle RentGrow to immediately suspend or terminate part or all of the Services**; provided, however, if possible under the circumstances, Yardi will provide Client advance notice of any suspension or termination pursuant to this section.

d. **Right to Audit and Compliance.** In accordance with RentGrow's obligations to the Credit Bureaus and some CRAs, including RentGrow's obligation to help prevent and detect potentially fraudulent and/or improper activity, Client acknowledges and agrees to comply with applicable RentGrow 'know-your-client' (KYC) compliance and verification requirements, processes, and procedures. Additionally, as necessary for RentGrow to meet its obligations to any Credit Bureau, CRA, or under any applicable local, state, or federal law or regulation, Client further acknowledges and agrees that RentGrow may monitor access to and use of the Services to ensure compliance with the terms of this Agreement, including but not limited to section 4(a) (Acknowledgements, Certifications and Required Supplemental Terms and Conditions).

e. **Shared Location.** In the event Client operates from a physical location or on a server or network (the "**Location**") that is shared with a third party business (a "**Company**"), Client acknowledges and represents that: (i) Client is legally entitled to operate at or on the Location shared with Company; and (ii) Client shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.

5. Software Title.

Non-Transfer. All right, title and interest in and to any RentGrow software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "**RentGrow Software**") used as part of the Services shall remain exclusively with RentGrow or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.

6. Confidentiality

a. **Confidential Information Definition.** "**Confidential Information**" means all non-public information including, without limitation: (i) patent, copyright, trade secret, and other proprietary information; (ii) RentGrow Software; (iii) a party's financial information; (iv) customer lists, business forecasts, sales and marketing plans; (v) the Services; (vi) the content and data comprising the Services; and (vii) any other information disclosed by one party (a "**Disclosing Party**") to another party (a "**Receiving Party**"), or to which a Receiving Party is exposed because of this Agreement, that a Disclosing Party identifies as confidential at the time of disclosure or which, by its nature, reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each Re-

ceiving Party agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of a Disclosing Party to any third party. A Receiving Party may use a Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. A Receiving Party's employees and contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. A Receiving Party's employees and contractors may not use Confidential Information in any way that may compete with a Disclosing Party. Each Receiving Party agrees that it will treat all Confidential Information with the same degree of care as that Receiving Party accords its own Confidential Information, but in no event less than reasonable care. Each Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and contractors who need to know such information, and each Receiving Party represents and agrees that such employees and contractors, either as a condition to employment or in order to obtain the Confidential Information, shall be bound by terms and conditions at least as restrictive as those applicable to the Receiving Party under this Agreement. A Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of that Disclosing Party's Confidential Information and agrees to assist that Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. Exclusions from Nondisclosure and Nonuse Obligations. Each Receiving Party's obligations under section 6(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the information was received from the Disclosing Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by a Disclosing Party. A Confidential Information disclosure by a Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of a party under this Agreement, shall not be a breach of this Agreement by a Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. Ownership and Return of Confidential Information and Other Materials. Each Disclosing Party's Confidential Information is and shall remain the property of the Disclosing Party, and this Agreement does not grant or imply any license or other rights to a Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after a Disclosing Party's request, the Receiving Party will promptly either, at the Disclosing Party's election, destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and shall with reasonable promptness provide a company officer's written certification of compliance with said destruction or delivery.

e. Third Party Information Disclosure. A Disclosing Party shall not communicate any information to a Receiving

Party in violation of the confidentiality, privacy, or proprietary rights of any third party.

7. Warranties.

a. Warranty Disclaimer (as between RentGrow and Client only). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, RENTGROW DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. Warranty Disclaimer (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

8. Damage Limitations.

a. Damage Waiver (as between RentGrow and Client only). REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, RENTGROW DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF RENTGROW HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. Damage Waiver (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

c. Liability Limit (as between RentGrow and Client only). IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT [BUT EXCLUDING SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS)], AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID OR INVOICED (AND NOT DISPUTED) BY CLIENT TO RENTGROW FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EARLIEST DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY.

d. Liability Limit (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

e. Non-Reliance Release (as between RentGrow and Client only). CLIENT RELEASES RENTGROW AND ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED BY CLIENT OR THIRD PARTIES AS PART OF THE SERVICES; AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY, FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.

f. Non-Reliance Release (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED

SUPPLEMENTAL TERMS AND CONDITIONS).

9. Assignment. RentGrow may assign, sell, convey, pledge, or otherwise transfer this Agreement, in whole or in part and with or without notice, to its parent company, a wholly owned subsidiary, or a wholly owned subsidiary of its parent company; provided that the assignee assumes the obligations under this Agreement. Client may assign, sell, convey, pledge, or otherwise transfer this Agreement provided it has the express prior written consent of RentGrow, which RentGrow shall not unreasonably withhold. Any other attempted assignment, sale, conveyance, pledge, or other transfer of this Agreement is void and a material breach of this Agreement.

10. Dispute Resolution. In the event of a dispute arising out of or related to this Agreement, the parties shall mutually work to resolve any such dispute in good faith through direct negotiation. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then Yardi shall submit such dispute to a member of its senior management and Client shall submit such dispute to its CIO. If the dispute is not resolved by Yardi's senior management and Client's CIO within 30 days immediately following the commencement of their discussions, then Yardi shall submit the dispute to its EVP and Client shall submit the dispute to its CPO. If the dispute is not resolved by Yardi's EVP and Client's CPO within 30 days immediately following the commencement of their discussions, then either party may invoke all legal rights and remedies available to it at law or in equity. Nothing in this section 10 (Dispute Resolution) prevents a party from seeking urgent injunctive or declaratory relief.

11. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of any other party, and no party to this Agreement shall have any express or implied right to bind any other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of Illinois as such laws are applied to agreements made and performed entirely within the State of Illinois.

c. **Venue.** INTENTIONALLY OMITTED.

d. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

e. Notices.

The parties shall deliver any notice required by this Agreement by personal delivery, by certified U.S. Mail return receipt requested, and will be deemed given upon confirmed delivery to the party to whom it is intended at its address of record. The addresses of record of Client and RentGrow, all of which must be included on any notices under this section, are as follows:

If to Client:

Attn: Chief Procurement Officer
CHICAGO HOUSING AUTHORITY
60 East Van Buren Street, 12th Floor
Chicago, IL 60605

With a copy to:

Attn: General Counsel
CHICAGO HOUSING AUTHORITY
60 East Van Buren Street, 12th Floor
Chicago, IL 60605

If to RentGrow:

RENTGROW, INC.
C/O: YARDI SYSTEMS, INC. LEGAL DEPARTMENT
430 S. Fairview Ave.
Goleta, CA 93117

A party may change its address of record or notice recipient by giving written notice of such change in accordance with this section.

f. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

g. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

h. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

i. **Data Use.** RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

j. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement of the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor has any party relied on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. **INTENTIONALLY OMITTED.**


l. **Modification.** Except as expressly set forth elsewhere in this Agreement, the parties may only modify or amend this Agreement in a writing signed by an authorized representative of each party.

m. **Force Majeure.** Neither party to this Agreement shall be liable to the other party for a failure of or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event. As used in this Agreement, "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without


limitation, fire, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order.

n. **Signature; Counterparts.** This Agreement is not binding on the parties until it has been signed and a copy received by all parties. However, signatures need not appear on the same copy of this Agreement, so long as signed copies have identical contents.

CHICAGO HOUSING AUTHORITY ("Client")

By: 
Date: 4/11/2022
Print Name: Sheila Johnson
Title: Deputy Chief Procurement Officer

RENTGROW, INC. ("RentGrow")

By: 
Date: April 5, 2022
Print Name: Michael Remorenko
Title: Authorized Representative

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