



Order Form and Agreement – Mobile Application

1. Customer Name

Lindy Communities

This Order Form and Agreement confirms that Tour24, Inc. ("Tour24/Company") and "Customer" (referenced above) are entering into an Agreement for the following properties:

Property Name	Property Address	Number of Units	Production Fee (One-Time)	Monthly Fee
Lindy - Luxor Phoenixville	723 Wheatland Street Phoenixville, PA 19462	205	\$500	\$431.00

2. Rights & Assignment

In exchange for Customer's timely payment of the Production and Monthly Fees (plus any applicable taxes), Company grants to Customer a limited, non-exclusive, terminable right to use the Tour24 Application during the Term of this Agreement as defined below. Notwithstanding the foregoing, Customer may assign this Agreement to any entity that succeeds in ownership or management of the property listed above. Failure to pay the monthly fee may result in the inability of Customer to access the Tour24 application.

3. Term & Termination

This Agreement commences upon the execution date below. The subscription term shall be for a period of one (1) year from the execution date. The subscription will automatically renew for a period of one month, and auto-renew on each renewal anniversary thereafter, unless either party gives notice of non-renewal at least 30 days before the end of the subscription term. Monthly fees will increase three percent (3%) per year beginning on the first anniversary and each subsequent anniversary of the Delivery Date. The Delivery Date is defined as the date that tours are available in the Tour24 application for Customer use.

If service is terminated during the initial term, a fee equal to the sum of all remaining monthly fees due for the one-year period will be billed upon service termination and due upon receipt of invoice.

Upon termination of this Agreement, all rights granted to Customer herein shall immediately terminate. Termination of Customer's rights hereunder shall not relieve Customer from paying any Fees incurred by Customer prior to termination.

4. Production Fee

The Production Fee will be billed upon the beginning of the implementation process by Tour24's Production Team ("Implementation Start Date"). Payment is due upon receipt. If payment is not received within 30 days of invoice, a 0.5% late fee will be assessed. The Company reserves the right to charge back any processing fees incurred through third party payment providers. The Production Fee includes:

- Dedicated Onboarding Manager
- Up to 10 Geolocation Beacons
- Start-up digital marketing kit with widgets for online marketing outlets
- Standard property signage package
- Virtual onboarding meetings
- Custom access plan
- Creation of custom audio tour
- All current software and hardware integrations
- Property set-up in the Tour24 mobile app, available in Google Play and Apple Store

Additional Costs (as requested) *

- Geolocation Beacons
- Smart Key Boxes
- Smart Bluetooth lock for units
- Smart Pincode lock for units
- Custom or additional signage

** All charges for Additional Access and Installation will be billed to customer upon completed install; all invoices are due and payable upon receipt.*



5. Monthly Fee (Subscription Fee)

The Monthly Fee (Subscription Fee) begins billing upon the Delivery Date and shall be invoiced and paid quarterly. Payment is due upon receipt. If payment is not received within 30 days of invoice, a 0.5% late fee will be assessed. The Company also reserves the right to charge back any processing fees incurred through third party payment providers. The monthly fee includes:

- Dedicated Client Success Manager
 - Application hosting and ongoing software support
 - Tour24 tech support via 1-888- 297-7411
 - Identification Verification
 - Facial Recognition
 - Credit Card Verification
 - Tour24 administrative access for tour management and data analytics
 - Guest card integration with current providers
 - Link to leasing application
 - New hire training
 - Up to (2) changes to the self-guided tour path per year excluding vacant unit management
- Additional Costs (as requested)***
- Quality Control Audits ("QCAs"): Tour24 offers QCAs as an optional service. The fee for each audit is \$250.
 - Additional Languages (\$10 per language per month for audio).
 - Customer agrees to reimburse the full monetary value of any incentive offered for survey completion.

6. Information Requirements

Customer agrees to provide all information necessary to complete the Tour24 production in a timely manner to avoid unnecessary delays. Customer further agrees to provide leasing data as requested. Customer agrees to promptly notify Company of any issues with product technology, software, and/or hardware that may delay production.

7. Ownership, Security Protocol & Confidentiality

Company reserves all intellectual property rights to any processes or tools developed or used by Company in the furnishing, modification, upgrading of the Tour24 Application. Company reserves the right to determine, within its reasonable discretion, that which falls within the purview of its proprietary intellectual property.

Company shall use such technologies generally used in the trade to prevent unauthorized access to Customer data that may be stored on its servers. Company requires all users to connect using a secure connection of HTTPS protocol. All data submissions require the client to send a secure validation key to prevent cross site scripting attacks. No billing information is stored on Company servers and all secure user inputs (i.e., passwords or fob UIDs) are stored in an encrypted or obfuscated format.

Company restricts access to confidential data only to its employees and affiliates.

Customer acknowledges that Company may use Customer data to operate and administer the Application. Company agrees that it will treat such information as confidential. In addition, Company may retain, analyze, and use, and will only disclose Customer data as necessary to perform the services outlined. Customer agrees to notify Company immediately of any unauthorized use of the Tour24 Application and/or any unauthorized use or disclosure of any Customer data. If Customer data is required to be disclosed in response to a lawful request, or as otherwise required by law, then the foregoing provisions of confidentiality shall be waived by the parties.

8. Limitation of Liability

Company shall not be liable for loss, injury or damage of any kind to any person or entity resulting from any use, condition, performance, defect, or for any loss or damage of any kind or for any consequences thereof resulting from strikes, lockouts, fire, theft, acts of God, or by any cause beyond reasonable control.



9.Representations & Warranties

Each party represents and warrants that (i) it has full power and authority to enter into this Agreement; and (ii) it shall obtain and maintain in effect all permits, licenses and authorizations necessary to perform its obligations under this Agreement.

10. General

This Agreement shall be construed and enforced under the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Pennsylvania.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

This Agreement may be amended or modified solely in writing signed by a duly authorized representative of each party. The undersigned has read and understands all the fees, terms, and conditions outlined in this Order Form and acknowledges acceptance of this order:

Customer

Name: Brian Kroker

Title: Chief Operating Officer

Signature: *Brian Kroker*

Date: 12 / 16 / 2024

Company: Tour24, Inc.

Name: David Cohen

Title: CFO

Signature: *David Cohen*

Date: 12 / 16 / 2024

Property Management Contact for Tour24 Implementation:

Printed Name:		Title:	
Phone:		Email:	

Billing Contact and Vendor Payment Portal Information:

Printed Name:		Title:	
Phone:		Email:	
Payment Portal:		Email:	

Signature Certificate

Reference number: HYG8E-3Y4UM-NMJEW-URF3W

Signer

Timestamp

Signature

Brian Kroker

Email: bkroker@comehometolindy.com

Sent:

16 Dec 2024 16:31:21 UTC

Viewed:

16 Dec 2024 17:22:37 UTC

Signed:

16 Dec 2024 17:34:12 UTC

Brian Kroker

Recipient Verification:

✓ Email verified

16 Dec 2024 17:22:37 UTC

IP address: 23.24.43.241

Location: Lafayette Hill, United States

Document completed by all parties on:

16 Dec 2024 17:34:12 UTC

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