



Exhibit A
Master services agreement

Last Updated: August 27, 2025

This Master Services Agreement ("Agreement") governs the use of the services and technology provided by JoinRoost, Inc., d/b/a Roost, and Henelee, LLC (collectively, "Roost," "we," "our," or "us"). By executing an Order Form that references this Agreement, the customer identified in the Order Form ("Customer," "you," or "your") agrees to be bound by the terms of this Agreement.

1. Services and Access Rights

1.1 Services.

Roost will provide the products and services listed in your Order Form (the "Services") in a commercially reasonable manner, consistent with applicable documentation and support terms.

1.2 Access Rights.

Subject to the terms of this Agreement, Roost grants you a limited, non-exclusive, non-transferable right to access and use the Services during the subscription term solely for your internal business purposes.

1.3 Order Forms.

Each Order Form executed by you and accepted by Roost is governed by this Agreement and will include applicable commercial terms. In the event of a conflict, the Order Form will control.

2. Fees and Payment

2.1 Fees.

You will pay all fees as set forth in each Order Form. Implementation fees are due on the Effective Date. Subscription fees are billed in advance, on a recurring basis, and apply regardless of usage. Transaction fees are billed in arrears based on prior month usage and will appear on your next invoice. Transaction fees may be adjusted to reflect changes in postal or banking costs. Any such changes will be communicated in writing at least 30 days in advance.

2.2 Payment Method.

You authorize Roost to charge your designated payment method (including via ACH) for all amounts due. You also authorize Roost and its payment processors to store and use your

payment details to process future payments under this Agreement. You agree to follow applicable NACHA rules. Late payments may incur a 1.5% monthly finance charge or the maximum permitted by law.

2.3 Taxes.

Fees exclude taxes, duties, and other governmental assessments. You are responsible for all applicable taxes, excluding those based on Roost's income.

2.4 Removing Properties.

You may remove a Subscription Community due to a sale by providing 30 days written notice. A \$150 offboarding fee applies per property and includes final deposit reconciliation, management of refund requests for 90 days, unclaimed property handoff, and removal of related data from Roost systems. Roost will provide reasonable support during transition. Removing a property does not terminate this Agreement.

2.5 Renewal and Non-Renewal.

This Agreement renews automatically unless either party provides written notice at least 90 days before the end of the current term. This notice period allows time to complete refund delivery, cancel or reissue outstanding checks, and finalize reconciliation and offboarding. Roost may apply a market rate increase to subscription fees at renewal, not to exceed 4% annually. Updated fees will appear on the renewal invoice. Charges will be billed systematically unless otherwise agreed in writing or required by law.

3. Customer Obligations

3.1 Compliance.

You will use the Services only in compliance with applicable laws and regulations, including those relating to data privacy, tenant rights, and financial practices.

3.2 Account Security.

You are responsible for securing login credentials and ensuring only authorized users access the Services. You must notify Roost of any unauthorized use.

3.3 Content and Data.

You are responsible for the accuracy and legality of any data or materials submitted to the Services ("Customer Content"). You grant Roost a limited license to use this content to operate, maintain, and improve the Services.

3.4 Communications and Third Parties.

You consent to Roost accessing and using third-party platforms (e.g., your property management system) and to receive electronic communications related to the Services. You acknowledge that Roost may use SMS and voice communications to contact your residents who have opted in, including sending refund notices, payment reminders, or support follow-ups, in accordance with applicable laws.

4. Use Restrictions

You may not:

- Reproduce, sublicense, reverse engineer, or resell the Services
- Use the Services to compete with Roost
- Share access credentials outside your organization
- Use the Services outside the United States without Roost's prior consent
- Violate applicable law or third-party rights through use of the Services

5. Privacy and Security

5.1 Privacy.

Roost's use of data is governed by its [Privacy Policy](#), which is incorporated into this Agreement.

5.2 Security.

Roost maintains industry-standard administrative, physical, and technical safeguards designed to protect Customer Content from unauthorized access or disclosure. You are responsible for secure transmission of content to Roost when not using Roost's platform directly.

6. Term and Termination

6.1 Term.

This Agreement starts on the Effective Date of your first Order Form and remains in effect until terminated in accordance with this Section.

6.2 Termination

Either party may terminate this Agreement for material breach upon 30 days' written notice (5 days for nonpayment), if the breach is not cured within that period. Upon termination: All access rights to the Services will end and all outstanding fees will become due. Upon request, Roost will return Customer Content within 30 days.

6.3 Suspension

Roost may suspend your access to the Services for nonpayment or if use presents a security risk, violates the law, or breaches this Agreement.

7. Third-Party Services

Roost may integrate with or access third-party platforms (e.g., PMS software). Your use of such services is subject to their terms, and Roost is not responsible for their performance or data handling.

8. Confidentiality

Each party agrees to maintain the confidentiality of the other party's non-public information disclosed in connection with the Agreement. Confidentiality obligations survive for 3 years after termination.

9. Intellectual Property

Roost retains all rights, title, and interest in the Services and its technology. You receive no ownership rights under this Agreement.

Feedback you provide may be used by Roost without restriction or obligation.

10. Disclaimers and Limitation of Liability

10.1 Disclaimer.

Except as expressly stated, the Services are provided "as is." Roost disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

10.2 Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY (INCLUDING TO CUSTOMER'S USERS) REGARDING THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF (I) THE AMOUNT CUSTOMER PAID OR THAT IS DUE AND PAYABLE TO ROOST IN THE 12 MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM, OR (II) \$5,000.

10.3 Exclusions. The above limitations of liability apply to the fullest extent permitted by law. However, they do not apply to liability for (i) death, or personal injury or any other damages, costs or expenses caused by a party's gross negligence, (ii) a party's fraud or fraudulent misrepresentation, (ii) a party's willful misconduct, or (iv) a party's breach of its confidentiality obligations under this Agreement. In that event, the aggregate liability of either party shall be the amount of any applicable insurance policy limits.

10.4 Role of Roost.

Roost supports—but does not replace—Customer's responsibility to comply with laws governing tenant communications, documentation, and refund timing. Roost acts only as a processing agent at Customer's direction. Roost is only responsible for delays resulting solely from its own system failure or material breach.

11. Dispute Resolution

Any dispute, claim, or controversy arising out of or related to this Agreement, including its interpretation, performance, or breach, will be resolved by final and binding arbitration administered by JAMS in accordance with its Commercial Arbitration Rules. The arbitration

will be conducted virtually by a single arbitrator. Judgment on the award may be entered in any court with proper jurisdiction.

Each party will bear its own costs, and the parties will share JAMS administrative fees equally, unless the arbitrator decides otherwise. This Section applies to all disputes between the parties, except that either party may seek injunctive or equitable relief in a court of competent jurisdiction for intellectual property or confidentiality violations. Each party waives the right to a trial by jury or to participate in a class or representative action.

12. General Terms

- **Governing Law.** This Agreement is governed by the laws of the State of New York, New York.
- **Assignment.** Either party may assign this Agreement in connection with a merger, acquisition, or change of control, provided the assignee is not a direct competitor of the other party and written notice is given.
- **Insurance.** Roost will maintain appropriate insurance coverage during the Term, including (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (ii) Technology Errors & Omissions/Professional Liability coverage of at least \$1,000,000, and (iii) Cyber Liability/Data Breach coverage of at least \$500,000.
- **Export Compliance.** You may not use the Services in violation of U.S. export control or sanctions laws.
- **Force Majeure.** Neither party will be liable for delay or failure to perform due to causes beyond its reasonable control, including natural disasters, acts of war or terrorism, labor disputes, pandemics, or interruptions in internet or hosting services.
- **Entire Agreement.** This Agreement, along with your Order Form(s), is the complete agreement between the parties.

13. Indemnification

13.1 Survival.

Sections related to confidentiality, payment obligations, limitations of liability, indemnification, dispute resolution, and any other terms that by their nature should survive termination will remain in effect after this Agreement ends.

13.2 Indemnification.

Each party agrees to defend, indemnify, and hold the other harmless from third-party claims arising out of (i) breach of this Agreement, (ii) violation of law, or (iii) infringement of intellectual property, except to the extent resulting from the other party's materials or misuse.

14. Definitions

- **ACH** means Automated Clearing House, the electronic network for financial transactions in the United States.
- **Authorized User** means any employee, contractor, or agent of Customer who is authorized to access and use the Services on Customer's behalf, in accordance with this Agreement.
- **Customer Content** means any data, materials, or information submitted by Customer or its authorized users to the Services.
- **Effective Date** means the date the Agreement takes effect, as stated in the applicable Order Form.
- **Order Form** means a document signed by both parties identifying the Services, Fees, subscription term, and other applicable terms, and is incorporated into this Agreement.
- **Refund Processing** means the initiation and delivery of funds to residents in connection with the return of security deposits or other credits due, pursuant to the timing and method defined by the Customer or applicable law.
- **Services** means the products and services identified in the applicable Order Form and provided by Roost through its platform, app, or associated integrations.
- **Subscription Community** means a residential property or group of units designated in an Order Form to receive the Services.
- **Third-Party Services** means software, platforms, or tools not owned by Roost that may be integrated or accessed in connection with the Services, such as property management systems (PMS).
- **Reserve Account** A dedicated bank account (For Benefit Of or FBO) managed by Roost's banking partner, used to hold and disburse tenant credits that exceed the amount of the security deposit refund, such as rent overpayments or other credits due at move-out.
- **Roost Platform** or Platform means the web-based or mobile software platform through which the Services are provided.



SUBSCRIPTION ORDER FORM


Effective Date 9.1.2025

This Order Form (“Order Form”) is entered into by and between JoinRoost, Inc. (“Roost”) and the Customer listed below. It is governed by and incorporated into the Roost Master Subscription Agreement (the “MSA”) attached hereto as Exhibit A.


Customer Information

Company:	Lindy Property Management	Billing street	309 York Rd #211
Main contact:	Stephen Furtek	Billing city	Jenkintown
Main email	sfurtek@comehometolindy.com	Billing state	PA 19046
Billing contact	Stephen Furtek	PO number	
Billing email	sfurtek@comehometolindy.com	Term	2 years
Total Units	6,610	PMS	Yardi
Pilot Units	1,095		
Geos:	PA		

Customer Authorization


[initial]

By initialing here, the Customer confirms they have reviewed and accepted all terms and have authority to bind the organization to this agreement.

JoinRoost, Inc. DocuSigned by:
Signature 
Name B513D3CE927B47B...
Chanin Ballance
Title Ceo
Email chanin@joinroost.com

Lindy Property Management DocuSigned by:
Signature 
Name 619F136104DA403...
Brian Kroker
Title Chief Operating Officer
Email bkroker@comehometolindy.com

Services Overview

Services Provided	Refund Automation			
Implementation Fee	\$500.00 per state			
Subscription Fee	<u>Service</u>	<u>Metric</u>	<u>Discount*</u>	<u>Final per month</u>
	Refund Automation	Per unit	70% discount	\$0.30
	SaaS (paid annually)			<u>\$1,983.00</u>
	Pilot 1095 units (13%)			<u>\$328.50</u>
	70% discount for Refund Automation (List price \$1.00) is based on a minimum pilot commitment of 1,095 with committment to roll out all additional properties by December 31, 2025. If not met, the subscription fee reverts to the full retail rate for all onboarded units starting January 1, 2026. Subscription fees increase 4% annually after the first year.			
Transaction Fees	ACH refund	Per piece		\$0.75
	Refund Processing Fee	Per piece		\$1.00
	Mailed check via 1st class + positive pay fraud check, and return to sender management	Per piece		\$2.55
	Replacement refund	Per piece		\$5.00
	Electronic refund	Per piece		Resident pay

	Mailing packet and statement via 1st class where required	Per piece	\$1.55 + \$0.30 per additional page
Transaction Fees Cont'd	Large Mail Packets (6+ pages) (if applicable)	Per piece	Pricing varies by weight
	Excess credit float (if applicable)	Per piece	\$5.00
	Additional bank accounts (if applicable)	Per account/mo	\$20.00
Subscription Fee start date	Effective Date 9/1/2025 Subscription communities launching before this date receive services at no charge until then. If delayed by Roost, start date is extended accordingly.		
Payment Terms and Billing Dates	Implementation fees are due on the Effective Date and are nonrefundable. Subscription fees are billed annually in advance and apply regardless of usage. Transaction fees are billed monthly in arrears based on usage per Subscription Community.		
Initial Term	Twelve (12) month(s) from the Subscription Fee Start Date.		
Renewal Term(s)	Renews automatically for 12-month terms unless either party gives 90 days' written notice. This notice period allows time for refund delivery, final reconciliation, and check cancellation.		
Pilot Period	Customer will pilot 1,095 units, and may remove Subscription Communities before 10/31/2025, but accrued fees through the end of that month remain payable.		
Client Equipment	Roost will connect to the Customer's Yardi PMS for services provisioning.		
Adding and Removing Subscription Communities	You may remove a Subscription Community by providing written notice as outlined in Section 2.4 of the MSA. Roost will confirm the removal in writing. To add a new Subscription Community, you and Roost will complete an additional Order Form outlining applicable terms.		
Product Definitions	<ul style="list-style-type: none"> • Security Deposits: Roost notifies resident of deposit obligation, facilitates payment and posts to the ledger. • Refund Automation: Automates financial move-out, sends statements and payments, manages resident support/refund issues. • Balance Recovery: Uses email, text, and support to help residents pay move-out balances before collections. • Dispute Management: First-line resident support for refund questions; escalates complex cases for review. • UnclaimedAssist: Contacts former residents about uncashed refunds and manages escheatment if unclaimed property." 		

Subscription Communities

Prop #	Prop #	Prop Name	Location	# of Units	Service
155	1	Rosedale Court	Abington	77	Refund Automation
157	2	Meadowbrook	Abington	532	Refund Automation
173	3	Overlook Hills	Abington.	38	Refund Automation
107	4	Elkins Park	Cheltenham	31	Refund Automation
192	5	Westgate Arms	Jeffersonville	49	Refund Automation
185	9	251 Dekalb	King of Prussia	628	Refund Automation
161	10	Emerald	Lansdale	205	Refund Automation
188	11	Stanbridge	Lansdale	149	Refund Automation
191	12	450 Green	Norristown	305	Refund Automation
114	13	7400 Roosevelt	Philadelphia	196	Refund Automation
147	14	Fountain Gardens	Philadelphia	117	Refund Automation

113	15	Bromley House A Philadelphia	212	Refund Automation
116	16	Eola Park Philadelphia	43	Refund Automation
120	17	Willow Bend Philadelphia	66	Refund Automation
122	18	Sedgwick Gardens Philadelphia	67	Refund Automation
123	19	Sedgwick Terrace Philadelphia	18	Refund Automation
125	20	Gardens of Mt Air Philadelphia	59	Refund Automation
129	21	Enclaves Philadelphia	216	Refund Automation
135	22	Longwood Manor Philadelphia	120	Refund Automation
136	23	Gateway Towers Philadelphia	398	Refund Automation
138	24	Gateway Airport T Philadelphia	52	Refund Automation
141	25	York House North Philadelphia	219	Refund Automation
142	26	York House South Philadelphia	239	Refund Automation
145	27	Joshua House Philadelphia	312	Refund Automation
152	28	Academia Suites Philadelphia	111	Refund Automation
170	29	Mt. Airy Arms Philadelphia	98	Refund Automation
190	30	Regency House Philadelphia	93	Refund Automation
131	31	Haverford Court Philadelphia	158	Refund Automation
160	32	The Diamond Phoenixville	205	Refund Automation
117	33	Warrington Crossi Warrington	232	Refund Automation
193	34	Park at Westminst Warrington	270	Refund Automation
175	35	Towers at Wyncot Wyncote	1,095	Refund Automation - Pilot
	32	Total Units Managed by LPM	6,610	