Leslie AI LLC — Master Subscription Terms

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These Master Terms apply to every Order Form between Leslie AI LLC ("Leslie AI") and the customer named in it ("Customer"). An Order Form, these Master Terms and the documents the Order Form incorporates form one agreement for that order (the "Agreement").

1. Structure and Definitions

1.1 Documents. The Agreement consists of each signed Order Form, any Statement of Work, any Exception Addendum, these Master Terms, the SLA and Support Exhibit, the Fee, Usage and Pass-Through Schedule, and the Data Processing Addendum, each at the version stated in the Order Form.

1.2 Precedence. If documents conflict, they control in this order: (a) an Exception Addendum, only for the sections it expressly names; (b) the Order Form; (c) a Statement of Work, only for its scope; (d) the Data Processing Addendum, for the processing of Customer Data, and the SLA and Support Exhibit, for service levels and service credits; (e) these Master Terms; and (f) the other incorporated documents.

1.3 Multiple Orders. Each additional Order Form is governed by the version of these Master Terms it names.

1.4 Definitions. Capitalized terms have the meanings in Section 13.

2. Term and Renewal

2.1 Go-Live Date. The "Go-Live Date" is the date Leslie is ready for Customer's production use: Leslie AI has connected Customer's property management system, configured the Pipelines in the Order Form, completed onboarding training, and given Customer's Authorized Users access, so that Customer can Activate Pipelines. The Order Form states the scheduled Go-Live Date, which must be within 90 days after the Order Date unless Leslie AI agrees otherwise in writing. (a) If Leslie AI is not ready on the scheduled date for reasons within its control, the Go-Live Date moves to the date it is ready, and Leslie AI will confirm the new date by email. (b) If Leslie AI is otherwise ready and readiness is delayed only because Customer has not provided credentials, data, decisions or staff time that Leslie AI reasonably requested in writing at least 10 business days before the scheduled date, the Go-Live Date stays as scheduled, provided Leslie AI emails Customer at least 5

business days before that date identifying the specific outstanding items. Where delays have more than one cause, the Go-Live Date moves only by the delay attributable to Leslie AI. (c) The Go-Live Date does not depend on Customer Activating any Pipeline. (d) If the Order Form states no date, Leslie AI will set the earliest date its onboarding schedule allows, within 90 days of the Order Date, and confirm it by email.

2.2 Initial Term. The Initial Term begins on the Go-Live Date and runs for the number of months in the Order Form.

2.3 Renewal. The Agreement then renews for successive Renewal Terms of the length in the Order Form, unless either party gives notice of non-renewal at least the number of days before the end of the current term stated in the Order Form (or 30 days if none is stated).

2.4 Fees on Renewal. Each Renewal Term is billed at Leslie AI's then-current pricing for the Services in the Order Form. Leslie AI will email Customer its renewal pricing at least 30 days before Customer's non-renewal deadline under Section 2.3; if it does not, Fees for the Renewal Term stay the same as in the current term. If Customer does not accept the renewal pricing, it may give notice of non-renewal by that deadline.

3. Grant of Rights

3.1 License. During the term, Leslie AI grants Customer a non-exclusive, non-transferable (except under Section 12.2), non-sublicensable right to access and use the Software for Customer's internal business purposes and to operate its property management business, including services to its owners, residents and Affiliates.

3.2 Services. Leslie AI will provide the Services described in Section 14 and the Order Form.

3.3 Updates. Customer may use the Services as updated and generally released. Leslie AI may change the models, prompts, providers and internal methods by which the Services operate, provided the functionality in Section 14 is not materially reduced during a term.

3.4 Other Services. Work outside Section 14 requires a signed Statement of Work or Change Order stating scope, fees, milestones and Customer dependencies, executed before work begins.

3.5 New Functionality. Leslie AI may offer new functionality, including new Pipelines, with or without additional Fees. Customer need not acquire it, and no new Pipeline will send Automated Communications or make Ledger Entries until Customer Activates it.

3.6 Proprietary Notices. Customer will not remove, alter or conceal any product identification or proprietary notice from the Software or materials Leslie AI provides.

4. Customer Responsibilities and Authorizations

4.1 Customer Systems. Customer is responsible for the hardware, software, network access and third-party subscriptions it needs to use the Services.

4.2 What Leslie AI Is, and Is Not. Leslie AI provides software and an automated assistant that helps a property manager run its own processes. Leslie AI is not a licensed real estate broker or property manager, law firm, accounting firm, collection agency, debt collector or insurance producer, and does not give legal, accounting, tax, brokerage or property management advice. Customer acknowledges that (a) the Services assist with and do not replace Customer's professional judgment and licensed activity; (b) Customer remains responsible to its owners, residents, applicants and regulators for every communication sent and every Ledger Entry made through the Services; and (c) Customer should get its own professional advice on law, tax, licensure, fair housing, debt collection and property management, and should not treat Output as such advice.

4.3 Nature of AI Output. The Services use generative artificial intelligence and automated rules. Output may be incomplete, inaccurate, out of date or unsuitable, and identical inputs may produce different Output. Customer will review Output before relying on it, especially before executing a binding document, making or communicating a rate or financial decision, or taking or not taking any action with legal consequence. Activating a Pipeline authorizes its routine Automated Communications and Ledger Entries within Customer's configured parameters without review of each one; Section 14.3 lists the actions that need specific approval.

4.4 Limited Agency for Communications. Customer appoints Leslie AI as its limited agent solely to send Automated Communications to Customer's owners, residents, applicants, prospects and vendors, in Customer's name and brand, for Active Pipelines. This creates no authority to bind Customer to a contract, negotiate beyond the parameters Customer configures, or act outside Active Pipelines. Customer represents that it has authority to make this appointment.

4.5 Consents and Communications Compliance. Customer is responsible for obtaining and maintaining every consent required to contact each recipient by the channels Active Pipelines use, including under the Telephone Consumer Protection Act and the CAN-SPAM Act, and represents that it holds them. Customer will not upload, and will promptly remove, any number or address for which consent does not exist or has been withdrawn.

Leslie AI will (a) honor STOP and other opt-out keywords on text messages across all Pipelines; (b) include an unsubscribe or reply mechanism in email Automated Communications where applicable; (c) limit resident-facing text messages to the sending window Customer configures, defaulting to 9:00 a.m. to 7:00 p.m. in the property's local time zone; and (d) keep a record of each Automated Communication, available in the Software. Opt-outs apply from receipt onward and do not relieve Customer of its own obligations. Customer will report any opt-out it receives outside the Services (for example by phone, in person or to its own email) through the Software or by email within 2 business days, and Leslie AI will add it to the suppression list within 1 business day after receiving it.

4.6 Activation and Control. No Pipeline sends an Automated Communication or makes a Ledger Entry until Customer Activates it in writing (email from an Authorized User is enough) or through the Software's controls. Customer is responsible for which Pipelines it Activates; the parameters, thresholds, cadences, templates and portfolio scope it configures; content it supplies or approves; and reviewing targets and test sends before Activation. Leslie AI will not Activate a Pipeline or widen its portfolio scope without Customer's written instruction.

4.7 Fair Housing. Automated Communications and Output relating to prospects, applicants and residents are subject to fair housing, tenant screening and source-of-income law, and Customer remains responsible for compliance. Output is not a screening decision or adverse action notice. Customer will not configure the Services, and Leslie AI will not knowingly provide functionality, to approve or deny an application or tenancy without Customer's human review.

4.8 Customer Data. Customer is responsible for the accuracy, legality and completeness of Customer Data and all input provided by or for Customer. Leslie AI is not responsible for delay or error caused by Customer Data. Corrections that need material additional work may be charged at the hourly rate in the Fee, Usage and Pass-Through Schedule.

4.9 Connected Systems. Customer authorizes Leslie AI to access the third-party systems Customer designates (including its property management system and its e-signature, telephony and email providers) using credentials Customer provides, and to read from them and, for Active Pipelines, write to them. Customer maintains its own agreements with, and compliance toward, each Connected System it contracts with, and secures the credentials it issues. Leslie AI is not responsible for the availability, accuracy, acts or interface changes of a Connected System.

4.10 Ledger Entries. For Active Pipelines that make Ledger Entries, Customer authorizes Leslie AI to create, modify and end charges, fees and related records in Customer's system of record within Customer's configured parameters. Leslie AI does not perform bookkeeping or reconcile Customer's books. Customer will review its ledger. Leslie AI will record each Ledger Entry so Customer can identify and reverse it.

4.11 Authorized Users. Customer will grant access only to Authorized Users, keep their credentials secure, and keep each user's permissions consistent with their authority.

4.12 Prohibited Use. Customer will not use the Services to send any communication that is unlawful, harassing or deceptive; lacks required consent; threatens legal action Customer is not entitled to take; evades an opt-out; or is sent in the name of anyone who has not authorized it.

5. Termination and Suspension

5.1 For Cause. Either party may terminate the Agreement if the other materially breaches it and fails to cure within 30 days after written notice describing the breach (10 days for non-payment of undisputed Fees).

5.2 Insolvency. Either party may terminate immediately if the other admits in writing its inability to pay its debts, makes a general assignment for the benefit of creditors, becomes subject to bankruptcy or reorganization proceedings that are not dismissed within 60 days, or has a receiver or trustee appointed over substantially all its property.

5.3 Suspension for Compliance Risk. Leslie AI may suspend an Active Pipeline, or communications to a particular recipient, immediately on notice (email is enough) where it reasonably believes continuing would violate law, a Connected System's terms, or a recipient's rights. Leslie AI will restore it promptly once the concern is resolved. Suspension is not termination.

5.4 Suspension for Non-Payment. Leslie AI may suspend access if undisputed Fees remain unpaid 10 days after notice of non-payment. Leslie AI will not suspend for amounts Customer disputes reasonably and in good faith under Section 6.3 while Customer cooperates to resolve the dispute.

5.5 Effect of Termination. On termination or expiration: (a) Customer's rights to the Services end; (b) Customer stops using the Services and deletes Leslie AI materials; (c) Fees accrued through the effective date become due; and (d) if Customer terminates for Leslie AI's uncured breach, Leslie AI will refund prepaid Fees for the period after termination.

5.6 Data on Termination. For 30 days after termination, on written request, Leslie AI will provide one machine-readable export of Customer Data, including records of Automated Communications, at no charge. Leslie AI will then delete Customer Data on the schedule in Section 9 of the Data Processing Addendum, subject to legal retention requirements and Section 7.6. Customer is responsible for keeping records its own obligations require.

5.7 Survival. Sections 4.2, 4.3, 5.5–5.7, 6, 7, 8.3, 9, 10, 11 and 12 survive, together with any other provision that by its nature should survive.

6. Fees and Payment

6.1 Fees. Customer will pay the Fees in the Order Form and the Fee, Usage and Pass-Through Schedule. Fees begin on the Go-Live Date. Subscription Fees are invoiced in advance on the cadence in the Order Form and prorated for a partial first month. Usage and Third-Party Charges are invoiced monthly in arrears. Amounts are in U.S. dollars and due within the payment terms in the Order Form (or 30 days after the invoice date, if none), without offset. Amounts paid by card or bank debit are charged on the schedule in the Order Form. Fees are non-cancelable and non-refundable except as the Agreement expressly provides. The Order Form controls when the Setup and Onboarding Fee is charged. Leslie AI issues each invoice at least 5 days before any automatic charge for it.

6.2 Invoices. Each invoice shows four sections that match the Order Form: Subscription, Implementation, Usage and Third-Party Charges, with usage counts and itemized pass-through charges.

6.3 Disputes. Customer may dispute any charge in good faith by written notice within 30 days of the invoice, stating the reason. Customer pays the undisputed portion on time. The parties will resolve the dispute under Section 11.1 before the disputed amount becomes payable, and late interest does not accrue on it meanwhile. Leslie AI will make the usage counts behind any usage-based charge available in the Software. If Customer disputes an amount already collected and the dispute is resolved in Customer's favor, Leslie AI will credit it on the next invoice or, if Customer asks or the Agreement has ended, refund it within 10 business days.

6.4 Late Payment. Undisputed amounts unpaid 10 days after the due date accrue interest at 1.5% per month, prorated daily, or the highest lawful rate if lower.

6.5 Usage and Pass-Through Charges. Usage allowances, overage rates and third-party charges are billed under the Fee, Usage and Pass-Through Schedule and the categories listed in the Order Form. Leslie AI will not bill a new category of charge without

Customer's written approval.

6.6 Taxes. Fees exclude applicable sales, use, excise and similar taxes, which Customer will pay. Leslie AI will state any tax it is required to collect separately on the invoice. Tax is determined for each invoice line (Subscription, Implementation, Usage and Third-Party Charges) under the law of the jurisdiction where the Services are received, based on the tax address in the Order Form. If Customer claims an exemption, it will give Leslie AI a valid exemption certificate, which Leslie AI will apply from the next invoice. If a taxing authority later assesses tax that should have been collected on Fees, Customer will pay that tax, but not penalties or interest caused by Leslie AI's error. Customer is not responsible for taxes on Leslie AI's net income, property or employees.

6.7 Expenses. Leslie AI will bill reasonable expenses at actual cost only if Customer approved them in writing in advance.

6.8 Changes to Fees. Leslie AI may change Subscription Fees only at renewal under Section 2.4. Pass-through charges may change during a term only as stated in the Fee, Usage and Pass-Through Schedule.

6.9 Payment Methods. Customer may pay by ACH debit from a business bank account or by card, as chosen in the Order Form. ACH payments carry no fee. Credit card payments may carry the surcharge stated in the Order Form, which will not exceed the lower of (a) the merchant discount fee Leslie AI actually pays its payment processor for the transaction, and (b) any lower limit set by law or card network rules. No surcharge applies to debit or prepaid cards. Leslie AI will show any surcharge as a separate line on the invoice and receipt, and will not surcharge where the law of Customer's location prohibits it. A returned ACH payment may be presented again up to two times and incurs a $25 returned-payment fee. After two returned payments in any 12 months, Leslie AI may require Customer to pay by card or another method.

6.10 Payment Reversals and Chargebacks. Customer will use the dispute process in Section 6.3 before asking its bank or card issuer to reverse a payment. If Customer reverses or charges back a payment for Fees that were properly charged: (a) the amount remains due; (b) Customer will reimburse any reversal or chargeback fee charged by Leslie AI's payment processor, at actual cost; and (c) Leslie AI may treat the unpaid amount as non-payment under Section 5.4. These fees do not apply to a reversal of a charge Leslie AI made in error.

7. Proprietary Rights, Confidentiality and Data

7.1 Leslie AI Ownership. Leslie AI owns all Intellectual Property Rights in the Software and Services, including code, designs, prompts, model configurations, processes and improvements, and any derivative of them however arising.

7.2 Customer Data. As between the parties, Customer owns Customer Data. Customer grants Leslie AI a non-exclusive, royalty-free license to host, copy, process, transmit and display Customer Data only as needed to provide and support the Services, to comply with law, and as Section 7.6 permits. Output generated for Customer is Customer Data, and Customer may use and keep it during and after the term.

7.3 Restrictions. Customer will not, and will not permit anyone to: (a) reverse engineer, decompile or attempt to discover the source code of the Software; (b) modify or create derivative works of the Software; (c) use the Services to build or train a competing product or model; or (d) sell, sublicense or encumber Leslie AI Intellectual Property.

7.4 Confidentiality. Each party will hold the other's Proprietary Information in confidence, use it only to perform the Agreement, and disclose it only to its personnel, advisors and Subprocessors who need it and are bound by comparable written obligations. This does not apply to information that is already known to the recipient without restriction, received from a third party without breach, or public through no fault of the recipient. If law requires disclosure, the recipient will give the owner prompt prior notice where lawful and disclose only what is required. These obligations last 3 years after termination, and for Trade Secrets and Customer Data for as long as they remain protected.

7.5 Remedies. A breach of Section 7.1, 7.3 or 7.4 may cause irreparable harm. The non-breaching party may seek injunctive relief in any court of competent jurisdiction and may terminate on written notice.

7.6 Model Training and Aggregated Statistics. Leslie AI will not use Customer Data to train or fine-tune any machine-learning model, whether generally available, private or internal, and will not permit a Subprocessor to do so. Processing Customer Data to run, monitor, test and troubleshoot the Services for Customer is not training. Leslie AI may create and use Aggregated Statistics to operate, secure, support and improve the Services, and owns them.

7.7 Security and Data Protection. Leslie AI will maintain the safeguards and meet the obligations in the Data Processing Addendum, including notice of a Security Incident affecting Customer Data without undue delay and within 72 hours of becoming aware of it.

7.8 Subprocessors. Leslie AI may use the Subprocessors on its published Subprocessor List. It will bind each to data protection terms at least as protective as these Master Terms, remains responsible for their performance, and will give at least 30 days' notice (by email to Customer's legal notice address and to subscribers of the list) before adding or replacing a Subprocessor that processes Customer Data. Customer may object on reasonable data protection grounds. If the parties cannot resolve the objection, Customer may terminate the affected Services and receive a refund of prepaid Fees for them.

7.9 Reservation. All rights not expressly granted are reserved.

8. Warranties

8.1 By Leslie AI. Leslie AI warrants that (a) it has the rights needed to provide the Services; (b) it will perform in a professional manner consistent with industry standards; (c) the Services will perform materially as described in Section 14; and (d) it will comply with laws applicable to it as a software provider. Service levels are governed solely by the SLA and Support Exhibit, and service credits, together with the termination right in Section 7 of that Exhibit, are Customer's sole remedies for missing them. For breach of Section 8.1(c), Leslie AI will use reasonable efforts to correct the non-conformity. If it cannot do so within 30 days of notice, Customer may terminate the affected Services and receive a refund of prepaid Fees for the period after termination.

8.2 By Customer. Customer warrants that (a) it holds the licenses required for the activity the Services support, including any real estate license; (b) its provision and use of Customer Data does not violate third-party rights; (c) it holds the consents described in Section 4.5; and (d) it will comply with all laws applicable to it, including fair housing law and law governing the collection of rent and other amounts.

8.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, LESLIE AI MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE OR CURRENT. CUSTOMER'S REVIEW OBLIGATION IN SECTION 4.3 IS A MATERIAL TERM.

9. Indemnities

9.1 By Leslie AI. Leslie AI will defend Customer and its personnel against third-party claims, and pay resulting damages, costs and reasonable attorneys' fees finally awarded or agreed in settlement, to the extent the claim alleges that (a) the Software infringes or misappropriates a third party's intellectual property right; or (b) Leslie AI violated a law that applies to Leslie AI itself in operating the Services, such as data security or privacy law, as distinct from a law that applies to Customer's business or to communications, Ledger Entries or settings Customer configured or approved. Clause (a) does not apply to claims arising from Customer Data, Customer's modifications, or combination with items Leslie AI did not provide. If the Software is or may be found infringing, Leslie AI may modify it, obtain a license, or terminate the affected Services and refund prepaid Fees for the unused period.

9.2 By Customer. Customer will defend Leslie AI, its Affiliates and their personnel against third-party claims, and pay resulting damages, costs and reasonable attorneys' fees, to the extent arising from (a) Customer Data; (b) breach of Section 8.2; (c) an Automated Communication sent to a recipient for whom Customer lacked required consent; (d) an Automated Communication, Output or configuration that Customer configured, supplied, approved or Activated and that is alleged to violate fair housing, debt collection, consumer protection or telemarketing law; (e) a Ledger Entry made within Customer's configured parameters; or (f) Customer's violation of law. Customer's obligations under this Section do not apply to the extent a claim is caused by the Services acting outside the parameters or approvals Customer gave, or by Leslie AI's breach of the Agreement.

9.3 Procedure. The indemnified party will promptly notify the indemnifying party (a delay relieves the indemnifying party only to the extent it is materially prejudiced), give it sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying party's expense. No settlement may impose an unreimbursed payment or ongoing obligation on the indemnified party, or fail to fully release it, without its written consent, not to be unreasonably withheld.

10. Limitation of Liability

10.1 Exclusion. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE OR DATA, EVEN IF ADVISED OF THEIR POSSIBILITY.

10.2 General Cap. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO THE GREATER OF (A) THE FEES PAID AND PAYABLE BY CUSTOMER IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) $10,000.

10.3 Enhanced Cap. FOR BREACH OF SECTION 7.4 (CONFIDENTIALITY) OR 7.7 (SECURITY AND DATA PROTECTION), EACH PARTY'S TOTAL LIABILITY IS LIMITED TO TWO TIMES THE AMOUNT IN SECTION 10.2, IN PLACE OF THAT AMOUNT.

10.4 Exceptions. SECTIONS 10.1–10.3 DO NOT LIMIT (A) CUSTOMER'S OBLIGATION TO PAY FEES; (B) LESLIE AI'S OBLIGATIONS UNDER SECTION 9.1(a) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 9.2(a) AND (c); (C) CUSTOMER'S BREACH OF SECTION 7.3; OR (D) LIABILITY FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.5 Customer-Controlled Causes. Leslie AI is not liable for any claim to the extent caused by: Customer's modification of the Software; Output produced within parameters, templates, thresholds or scope Customer configured, or content Customer supplied or approved; Customer's decision to Activate a Pipeline or failure to review its targets and test sends; or an act, outage, data error or interface change of a Connected System that Customer contracts with. This Section does not apply where the Services acted outside the parameters or approvals Customer gave.

10.6 Allocation of Risk. The parties agree these limitations are an essential basis of the bargain and are reflected in the Fees.

11. Dispute Resolution

11.1 Informal Resolution. A party may give written notice of a dispute. Executives with settlement authority will meet (in person or by video) within 15 days of the notice and try in good faith to resolve it. Neither party may start arbitration until 30 days after the notice, except to seek injunctive relief or to preserve a claim.

11.2 Arbitration. Any unresolved dispute arising out of the Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before one arbitrator experienced in software services agreements, held in Denver, Colorado or by video. If the parties do not agree on an arbitrator within 15 days of the AAA's receipt of the demand, the AAA will appoint one. The arbitration and its results are Confidential Information, except as needed to enforce an award or as law requires.

11.3 Exceptions. Either party may seek injunctive relief in court, and Leslie AI may bring a claim solely to collect undisputed Fees in any court of competent jurisdiction, including small claims court.

11.4 Fees. The prevailing party in a collection action for undisputed Fees may recover its reasonable attorneys' fees and costs.

11.5 Time Limit for Claims. A party must bring any claim arising out of the Agreement within one year after the claim arises, except claims for unpaid Fees or for infringement or misuse of a party's intellectual property.

12. General

12.1 Changes to These Terms. Leslie AI may publish new versions of these Master Terms and the incorporated documents. A new version applies to Customer from the start of Customer's next Renewal Term if Leslie AI gives Customer direct email notice at least 30 days before Customer's non-renewal deadline. A new version may apply earlier only if (a) required by law, or (b) it does not reduce Customer's rights, the service levels or service credits, increase Customer's Fees, or materially increase Customer's obligations. Otherwise, amendments require a writing signed by both parties. Leslie AI will keep every prior version in a public archive and let Customer subscribe to email notice of new versions.

12.2 Assignment. Neither party may assign the Agreement without the other's prior written consent, except that either party may assign it in full, on notice, to a successor in a merger, acquisition or sale of substantially all its assets or of the business to which the Agreement relates. The Agreement binds and benefits permitted successors and assigns.

12.3 Governing Law. Colorado law governs, without regard to conflict-of-laws rules. The Uniform Computer Information Transactions Act does not apply.

12.4 Notices. All notices under the Agreement must be in writing and sent by email to the other party's legal notice address in the Order Form. A notice is effective on the next business day after it is sent, unless the sender receives a bounce or other notice that it was not delivered. In that case the sender will resend it to the other party's billing or primary contact email, and may also send it by courier to the street address in the Order Form, effective on delivery. A party may change its notice details by notice.

12.5 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, pandemic, labor disputes, terrorism, government action, or a widespread failure of a third-party telecommunications, hosting

or AI provider, provided it gives prompt notice and works to resume performance. This does not excuse payment obligations.

12.6 Independent Contractors. The parties are independent contractors. Except for the limited agency in Section 4.4, nothing creates a partnership, joint venture, employment or general agency.

12.7 Publicity. Leslie AI may name Customer as a customer and use its logo in customer lists, unless Customer opts out by notice.

12.8 Waiver and Severability. No waiver is effective unless in writing, and a waiver of one breach is not a waiver of any other. If a provision is unenforceable, it will be enforced to the maximum extent permitted and the rest remains in effect.

12.9 Electronic Signature. The Agreement may be signed electronically and in counterparts, and electronic acceptance has the same effect as a handwritten signature under the federal E-SIGN Act and the Colorado Uniform Electronic Transactions Act.

12.10 Entire Agreement. The Agreement, as defined in Section 1.1, is the entire agreement for its subject matter and supersedes all prior discussions. Terms in any Customer purchase order or similar document do not apply. Headings are for convenience only.

13. Definitions

Term	Meaning
Activate / Active	Customer has enabled a Pipeline to send Automated Communications or make Ledger Entries in production under Section 4.6.
Affiliate	An entity that controls, is controlled by, or is under common control with a party.
Aggregated Statistics	Data derived from use of the Services, aggregated and de-identified so it does not identify Customer, any property, Authorized User or individual.
Authorized User	A person to whom Customer grants access to the Software.
Automated Communication	An email, text message, e-signature request or other message the Services send to a third party in Customer's name.

Term	Meaning
Billable Door	Defined in the Fee, Usage and Pass-Through Schedule.
Connected System	A third-party system Customer designates under Section 4.9.
Customer Data	Personal information, property, lease, ledger, communication and activity data, and summaries of it, provided by or for Customer, obtained from a Connected System for Customer, or generated by Customer's use of the Services.
Fees	All amounts payable under the Order Form, the Fee, Usage and Pass-Through Schedule and any Statement of Work.
Intellectual Property Rights	Patents, copyrights, trademarks, trade secrets, moral rights and other intellectual property rights worldwide, and all registrations and applications for them.
Ledger Entry	Creation, modification or ending of a charge, credit, fee, recurring charge, bill or similar record in Customer's system of record by the Services.
Output	Text, documents, recommendations, summaries, scores, draft messages or other material the Services generate, including by generative AI.
Pipeline	A distinct automated process within the Services, described in Section 14.
Proprietary Information	Non-public business, technical or financial information of a party, including Trade Secrets, Customer Data and the terms of the Order Form.
Security Incident	Unauthorized access to, or acquisition, use, disclosure, alteration or destruction of, Customer Data held by Leslie AI or a Subprocessor.
Software	The "Leslie" hosted application described in Section 14.

Term	Meaning
Subprocessor	A third party engaged by Leslie AI that processes Customer Data, as listed on the Subprocessor List.
Suspended	A Pipeline is not running, and sends no Automated Communication and makes no Ledger Entry.
Trade Secret	Information that has economic value from not being generally known and is subject to reasonable efforts to keep it secret.

14. The Services

14.1 Software. "Leslie" is a hosted application and automated leasing and property management assistant, with a management dashboard and an assistant that communicates with residents, owners, applicants and prospects by email, text message, phone and web chat, through the Pipelines selected in the Order Form.

14.2 Pipelines.

Pipeline	What it does	Sends to	Makes Ledger Entries
Leasing	Answers prospect enquiries by text, email, phone and web chat, and books showings with Customer's agents, or self-guided showings with ID verification and lockbox codes where Customer enables them	Prospect	No
Inspections	Schedules move-in, move-out and renewal inspections with Customer's inspectors and tracks the reports	Customer's inspectors	No
Applications	Tracks applications, reminds applicants of missing items and requests landlord references	Applicant, prior landlord	No

Pipeline	What it does	Sends to	Makes Ledger Entries
Move-Ins	Opens a file on an approved application or pending lease, tracks terms, deposit and signature, and prepares the resident for arrival	Resident	Yes: deposit and fee charges
Rent Collections	Reminds residents of past-due balances on a configured cadence and escalates to Customer's manager	Resident	No
Renewals	Finds leases nearing expiry, requests inspections, assembles comparables, seeks Customer's rate approval, presents the approved offer to owner and resident, issues the lease packet for e-signature and follows up	Owner, resident	Yes: renewal record, rent charge, fees
Maintenance	Receives and triages maintenance requests and routes them for Customer's decision	Resident, vendors	No
Move-Outs	Detects notice, sends move-out instructions, schedules turn work and tracks the deposit disposition deadline	Resident, vendors	No
Owner Onboarding	Assembles and sends owner documents, reports and enquiry responses	Owner	No
Marketing	Reports which homes need advertising	Customer only	No

14.3 Standing Authorization and Specific Approvals. Activating a Pipeline gives Leslie AI standing authority to carry out that Pipeline's routine actions within the parameters Customer configures, without approval of each action. The following always require approval of the specific transaction by an Authorized User to whom Customer has given approval rights in the Software: (a) setting or changing a rental rate, or communicating a rate other than one Customer has approved or published; (b) creating a new type of charge or fee, or a charge outside configured amounts; (c) sending a lease packet or other binding document for signature; (d) waiving, reducing, settling or forgiving any amount owed to Customer; (e) engaging a vendor or authorizing spending above Customer's configured threshold; and (f) any exception to a Pipeline's configured rules. The Services will never approve or deny an application, issue an adverse action notice, start or threaten eviction or other legal proceedings, or sign any document for Customer; Customer signs every lease and binding document itself. No approval expands Leslie AI's authority beyond Section 4.4. Leslie AI remains responsible for actions the Services take outside the parameters or approvals Customer gave.

14.4 Support. Support, service levels and service credits are set out in the SLA and Support Exhibit.