

SURE VERIFY TERMS OF SERVICE

Last updated: September 17, 2026

BY CLICKING "I AGREE," "ACCEPT," OR OTHERWISE USING OR ACCESSING THE SURE SERVICES (AS DEFINED BELOW), YOU AGREE TO THESE SURE VERIFY TERMS OF SERVICE (THE "AGREEMENT"), WHICH CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND SURE, INC., ON BEHALF OF ITSELF AND ITS AFFILIATES ("SURE"). IF YOU DO NOT AGREE TO THIS AGREEMENT, OR IF YOU ARE ACTING ON BEHALF OF AN ENTITY AND LACK THE AUTHORITY TO BIND IT, DO NOT USE OR ACCESS THE SURE SERVICES OR ANY OTHER SURE PROPERTY. YOUR CONTINUED USE OF THE SURE SERVICES FOLLOWING ANY MODIFICATIONS TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THOSE CHANGES. EACH OF CUSTOMER AND SURE, A "PARTY," AND TOGETHER, THE "PARTIES."

1. DEFINITIONS.

(a) **"Authorized Users"** means, to the extent applicable, Property Manager Users and its employees, agents, consultants, contractors, or vendors authorized by such Customer to use the Services.

(b) **"Customer"** means the individual using the Services or (to the extent applicable) the entity on behalf of which the individual user of the Services is acting.

(c) **"Sure IP"** means the Services, the underlying software provided in conjunction with the Services, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services and Aggregate Data (as defined below), all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

(d) **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

(e) **"Order Form"** means a mutually executed order form or other mutually agreed upon ordering document between Sure and a Property Manager User which references this Agreement and sets forth the applicable Services to be provided by Sure to a Property Manager User.

(f) **"Property Manager Users"** means property managers, owners, and landlords using the Services.

(g) **"Resident Users"** means residents and/or tenants using the Services.

(h) **"Services"** means Sure's insurance verification platform and services on a software-as-a-service basis, which may be modified by Sure from time to time, and which is described on EXHIBIT A affixed hereto. For Property Manager Users, the Services shall be

further described as agreed on an Order Form.

2. DATA PRIVACY. Each Party shall comply with its obligations set forth in Sure's Data Protection Addendum located at: <https://www.sureapp.com/legal/platform-terms/service-terms-dpa-v1.0>

3. ACCESS AND USE.

(a) Services. Subject to the terms and conditions of this Agreement, Sure hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 12(b)) right to use (and permit Authorized Users to use) the Services in accordance with the terms of this Agreement.

(b) Use Restrictions. Customer will not and will not permit any person or entity (including, without limitation, Authorized Users) to, directly or indirectly: (i) copy, modify or create any derivative work of any portion of the Services; (ii) reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Services, in whole or in part; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Services to any other person or entity, or otherwise allow any person or entity to use the Services for any purpose other than for the benefit of Customer in accordance with this Agreement; (iv) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or entity, or that violates any applicable law; (v) interfere with, or disrupt the integrity or performance of, the Services, or any data or content contained therein or transmitted thereby; or (vi) access or search the Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Services features provided by Sure for use expressly for such purposes.

(c) Authorized Users. Customer may permit Authorized Users to use the Services in accordance with the terms of this Agreement; provided, that, Customer is responsible for all acts or omissions by its Authorized Users in connection with their use of the Services and their compliance with the terms and conditions of this Agreement, including, without limitation, with Customer's obligations and the restrictions set forth in Section 3(b).

(d) Ownership of Sure IP. Subject to the limited rights expressly granted hereunder, Sure reserves and, as between the Parties, will solely own, the Sure IP and all rights, title and interest in and to the Sure IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(e) Feedback. From time-to-time Customer or its employees, contractors, representatives may provide Sure with suggestions, comments, feedback or the like with regard to the Services (collectively, "**Feedback**"). Customer hereby grants Sure a perpetual, irrevocable, royalty-free and fully paid-up license to use and exploit all Feedback in connection with Sure's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services. For clarity, Feedback is not considered Confidential Information (as defined below).

(f) Third-Party Services. Certain features and functionalities within the Services may

allow Customer and its Authorized Users (to the extent applicable) to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, “**Third-Party Services**”). Sure does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Services. A Property Manager User’s use of and access to the Services are conditioned upon its cooperation and compliance with any onboarding obligations identified by or required by Sure, which may include, without limitation, providing all applicable authorizations to enable Sure’s use of and access to virtual mailroom solutions as described in the Order Form on such Customer’s behalf.

(g) Use of AI Tools. Customer acknowledges and agrees that Sure may employ artificial intelligence (AI) tools to process and extract information from mail and other communications that Sure receives on Customer’s behalf. The AI tools may analyze the content of the mail, including but not limited to text, images, and other data, to identify relevant information and facilitate the provision of the Services. Sure does not guarantee the accuracy or that the information extracted will be error-free, and Sure shall not be liable for any inaccuracies or errors resulting from the use of AI tools.

4. FEES. Property Manager User shall pay Sure the non-refundable fees set forth on the applicable Order Form (the “**Fees**”) for its use of the Services. Sure will automatically charge the credit card, debit card, or other payment method on file for all Fees and applicable taxes on the applicable payment date according to the payment process and Property Manager User authorizes all such charges. If Sure cannot charge Property Manager User’s selected payment method for any reason (such as expiration or insufficient funds), Property Manager User remains responsible for any uncollected amounts, and Sure will attempt to charge the payment method again as Property Manager User may update its payment method information. Sure will make a copy of Property Manager User’s bills or transaction history available to Property Manager User. Unless otherwise expressly provided: (i) all Fees are based on Services purchased (e.g., whether on a term basis or purchases of blocks of transactions) and not on actual use; and (ii) all Fees paid are non-refundable. If any invoiced amount is not received by Sure by the applicable due date, then without limiting Sure’s rights and remedies, Sure may: (i) charge interest on the outstanding balance at a rate of two percent (2%) per month, or the maximum rate permitted by law, whichever is lower; (ii) condition future Services on payment terms shorter than those specified herein; (iii) suspend the Services until such due payments are made; and/or (iv) terminate this Agreement. Property Manager User is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Property Manager User to Sure hereunder, other than any taxes imposed on Sure’s income.

5. CUSTOMER MATERIALS. Customer hereby grants Sure, its affiliates and its licensors a non-exclusive, worldwide, royalty-free right and license to use, reproduce, display, perform and modify the Customer Materials solely for the purpose of hosting, operating, improving and providing the Services and for the purpose of creating or developing Aggregate Data. As between Customer and Sure, Customer owns and retains all right, title and interest in and to all Customer Materials. “**Customer Materials**” means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on

behalf of Customer through the Services or to Sure in connection with Customer's use of the Services, but excluding, for clarity, Aggregate Data and any other information, data, data models, content or materials owned or controlled by Sure and made available through or in connection with the Services. "**Aggregate Data**" means any data that is derived or aggregated in deidentified form from (i) any Customer Materials; or (ii) Customer's and/or its Authorized Users' use of the Services, including, without limitation, any usage data or trends with respect to the Services.

6. **CONFIDENTIAL INFORMATION.**

(a) Confidentiality. "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Services and proprietary information or trade secrets of Sure will be deemed Confidential Information of Sure. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; provided, that, Sure may use and modify Confidential Information of Customer in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party may disclose Confidential Information of the Disclosing Party only: (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(b) Exclusions. Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

7. **PUBLICITY.** Each of Property Manager User and Sure may, with such other Party's prior written consent (which will not be unreasonably withheld), use or refer to such other Party's name, trademarks, service marks, or logos in any marketing materials, business development activities, press releases or other publicity-related matter for the purpose of marketing, publicizing or promoting such Party's business.

8. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

(a) Mutual Representations. Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement; and (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents.

(b) Customer Additional Representations. Customer represents and warrants that Sure's use of the Customer Materials in accordance with this Agreement will not violate any

applicable laws or regulations or infringe or violate any intellectual property or other rights of any third party or cause a breach of any agreement or obligations between Customer and any third-party.

(c) Disclaimer. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND SURE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE SURE IP, THE SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER.

9. TERM AND TERMINATION.

(a) Term. For Property Manager Users that have entered into an Order Form with Sure, this Agreement shall commence on the Effective Date thereof and will remain in effect as specified on the applicable Order Form. For all other Customers, this Agreement shall remain in effect so long as Customer rightfully accesses the Services or otherwise has access thereto (in each case, the “**Term**”). Notwithstanding the foregoing, Sure may terminate this Agreement and any Order Form (and any other order forms in place and any corresponding access to the Services or other services) at any time, in its sole discretion for any reason.

(b) Termination. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. At any time, for any reason whatsoever, this Agreement may be terminated effective immediately upon the Parties’ mutual agreement, in writing.

(c) Survival. Sections 2, 3(b) - 3(e), 4, 5, 6, 8, 9(d), 10, 11, and 12 survive any termination or expiration of this Agreement.

(d) Effect of Termination.

- i) Upon expiration or termination of all Order Forms (for Property Manager Users) or this Agreement: (i) the rights granted pursuant to Section 3(a) and Section 7 will terminate; and (ii) Customer will return or destroy, at Sure’s sole option, all Sure Confidential Information in its possession or control, including permanent removal of such Sure Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer’s possession or under Customer’s control, and at Sure’s request, certify in writing to Sure that the Sure Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund.

10. LIMITATION OF LIABILITY.

(a) Limitation of Liability. EXCEPT FOR (I) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER’S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(b) Total Liability. IN NO EVENT WILL SURE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS ARISING FROM ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SURE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM MADE UNDER OR RELATED TO THIS AGREEMENT, LESS ALL AMOUNTS PAID BY SURE TO CUSTOMER FOR ALL PAST CLAIMS OF ANY KIND MADE UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT SURE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11. INDEMNIFICATION.

(a) Indemnification by Sure. Subject to Section 11(b), Sure will defend Customer against any claim, suit or proceeding brought by a third-party ("Claim") alleging that Customer's use of the Services infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Sure (including reasonable attorneys' fees) resulting from such Claim. To invoke the indemnification protections in this Section 11(a), Customer must: (i) promptly notify Sure of the Claim; (ii) provide Sure, at its sole expense, with reasonable cooperation in the defense of the Claim; and (iii) provide Sure with sole control over the defense and negotiations for a settlement or compromise of the Claim; provided, that, Sure may not make any admission of liability on behalf of Customer without Customer's prior written consent.

(b) Exclusions and Remedies. Sure's obligations under Section 11(a) will not apply if the underlying Claim arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer's failure to use any enhancements, modifications, or updates to the Services that have been provided by Sure; (iv) modifications to the Services by anyone other than Sure; (v) Customer's continued use of prior versions of the Services (to the extent Customer is able to use prior versions) after Sure's notice to Customer of its cessation of provision of support for such prior versions; or (vi) combinations of the Services with software, data or materials not provided by Sure. Without limiting its obligations under Section 11(a) above, if Sure reasonably determines that the Services are likely to be or becomes the subject of the infringement Claim, Sure may, at its own expense, (i) procure for Customer the right to continue to use the Services as set forth hereunder; (ii) replace the infringing components of the Services with other components with the same or similar functionality; or (iii) modify the Services so that they do not infringe. If the foregoing options are unavailable to Sure on commercially reasonable terms, Sure may terminate this Agreement without further liability to Customer. This Section 11 states Customer's sole and exclusive remedy, and Sure's sole and exclusive liability, for the infringement Claim.

(c) Indemnification by Customer. Customer will defend, indemnify and hold harmless Sure from and against any damages and liabilities (including court costs and reasonable attorneys' fees) awarded in a final judgment against Sure, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Sure that: (i) the Customer Materials or its use by Sure in accordance with this Agreement infringes,

misappropriates or violates a third-party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (ii) is based on Customer's or an Authorized User's use of the Services to the extent such use was not in accordance with this Agreement; (iii) is based on the manufacture, sale, distribution or marketing of any Customer's products or services; or (iv) is based on a breach of Section 3(b) by Customer.

12. GENERAL.

(a) Entire Agreement. This Agreement, including its exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties.

(b) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, Sure may assign or transfer this Agreement to an affiliate or to a third party that succeeds to all or substantially all of Sure's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

(c) Notices. All notices required to be sent hereunder will be in writing (email being sufficient) and will be deemed to have been given when mailed by United States Postal Service Priority Express Mail, with delivery confirmation, postage prepaid, or sent by email, and if sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party. Notices to Sure shall be sent to Sure, Inc., Attn: Legal Department, 6125 Luther Lane, #415, Dallas, Texas 75225.

(d) Relationship of the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

(e) Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(f) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(g) Export Regulation. Customer will comply with all applicable export, sanctions and foreign corruption laws and regulations of the United States ("**Trade Laws**") to ensure that the Services are not: (i) exported or re-exported directly or indirectly in violation of Trade Laws; or (ii) used for any purposes prohibited by the Trade Laws.

(h) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Southern District of New York and the Parties irrevocably consent to the personal jurisdiction and venue therein.

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EXHIBIT A

Description of Services

Sure Verify is an insurance compliance and verification platform that provides the following services. The Services are used by both property managers/landlords and residents/tenants, and different provisions of this Agreement apply depending on your role.

- a) **For Property Managers Users.** Sure Verify enables Property Manager Users to monitor and manage insurance compliance for their rental properties, including tracking resident insurance status, facilitating landlord-placed coverage when residents do not provide proof of qualifying insurance, and related administrative services.
- b) **For Resident Users.** Sure Verify enables Resident Users to submit proof of existing insurance coverage for verification, and to obtain quotes for and purchase individual renters insurance policies from third-party insurance carriers through Sure, a licensed insurance producer.
- c) **Landlord-Placed Coverage.** Sure Verify facilitates the placement of landlord-placed coverage on behalf of Property Manager Users when a Resident User does not provide proof of qualifying insurance as required by the applicable lease agreement. Landlord-placed coverage is purchased by and for the benefit of the Property Manager User and/or the property owner. This coverage is not renters insurance. Resident Users are not policyholders under landlord-placed coverage. Depending on the endorsements selected by the Property Manager User, Resident Users may receive limited benefits (such as premises liability protection or limited personal property coverage), but this coverage is narrower than standard renters insurance. Any charges associated with landlord-placed coverage that are passed through to a Resident User are determined by the Property Manager User pursuant to the applicable lease agreement, and Sure does not control or collect such charges from Resident Users.

Insurance Products and Services

- a) **Licensed Producer.** Sure HIIS Insurance Services, LLC is a licensed insurance producer and the entity responsible for all insurance-related activities conducted through the Sure platform, including the solicitation, sale, and placement of insurance products. Insurance products available through the Sure platform are underwritten by third-party insurance carriers (“**Insurance Partners**”) and not by Sure. Sure facilitates the sale and placement of insurance products on behalf of its Insurance Partners. All descriptions or illustrations of coverage provided through the Sure platform are for general informational purposes only and do not alter or amend the terms, conditions, or exclusions of any insurance policy.
- b) **Individual Renters Insurance (Resident Users).** If you are a Resident User and elect to purchase individual renters insurance through the Sure platform, you understand and agree that: (i) the insurance policy is issued by an Insurance Partner and not by Sure; (ii) you will be the policyholder and insured under such policy; (iii) all charges, premiums, and applicable taxes will be facilitated by Sure; and (iv) all coverage is subject to the terms and conditions of the policy as actually issued.

- c) Landlord-Placed Coverage (Property Manager Users).** If you are a Property Manager User and landlord-placed coverage is obtained through the Sure platform for one or more of your rental units, you understand and agree that: (i) you (or the property owner) are the policyholder; (ii) the coverage primarily protects your and the property owner's financial interest in the rental property; (iii) the coverage is not renters insurance and is narrower in scope than a standard renters insurance policy; (iv) depending on the endorsements selected, residents may receive limited benefits under the coverage but are not policyholders; (v) you are responsible for all premiums, taxes, and fees associated with such coverage; and (vi) any decision to pass through costs to residents is solely your decision pursuant to the applicable lease agreement and not controlled by Sure.
- d) Insurance Verification (Resident Users).** If you are a Resident User and submit proof of insurance for verification, you represent and warrant that any insurance documentation submitted is accurate, current, and authentic. Submission of fraudulent or materially inaccurate documentation may result in termination of your account and notification to your Property Manager User.