



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT
GMU-1613-20**

This Contract entered on this 29th day of June, 2020 by Rent College Pads, Inc. (DBA College Pads) hereinafter called "Contractor" (located at 1101 N. Market St. Suite 200, Milwaukee, WI 53202) and George Mason University hereinafter called "Mason" or "University".

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide an Off-Campus Housing Online Database/Listing for George Mason University's Department of Contemporary Student Services of George Mason University (herein after referred to as "Mason," or "University") as set forth in the Contract Documents.
- III. PERIOD OF CONTRACT:** Starting January 01, 2021 for one year with four (4) successive one-year renewal options.
- IV. PRICE SCHEDULE/REVENUE SHARING ARRANGEMENT:** The Contractor will operate under a revenue sharing model with the University as follows;

Pricing for Systems/Software:

- Software Set Up: No cost to University
- Training: No cost to University
- Single Sign-On Integration: No Cost to University
- Digital Advertising Campaigns: Not cost to University
- Roommate Profile Approval Set Up: No cost to University
- Removal of Existing System: No cost to University

Revenue Sharing Agreement:

- Guaranteed Minimum Payout: 125% of current revenue share value (upon College Pads receiving and reviewing proper documentation on current revenue share value)

OR (whichever is greater each year of term)

- 20% Profit Share – 20% share on all profit from all listing subscriptions on the GMU/College Pads platform.

- V. CONTRACT ADMINISTRATION:** Anthony Berardo Assistant Director, Contemporary Student Services, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. METHOD OF PAYMENT:** There is no payment due under the current scope of this contract but if additional goods or services are procured that require payment Mason shall pay Net 30 upon receipt of invoice.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed form;
- B. RFP No. GMU-1613-20, in its entirety (incorporated herein by reference);
- C. Rent College Pads, Inc. Off-Campus Housing Services and Licensing Agreement (incorporated herein by reference);
- D. Contractor's proposal dated October 31, 2019 (incorporated herein by reference);
- E. Negotiation Responses dated April 15, 2020 (incorporated herein by reference).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and in particular § [23.1-1003](#) of the Restructuring Act ("Memoranda of Understanding"), and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for four (4) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND INVESTIGATIONS: BACKGROUND CHECKS: Contractor's employees (including subcontractors) physically performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to notify RCP of a potential breach for failure to comply with terms, conditions, and specifications or reasonable expectations of this Agreement. Written notice to RCP of any potential breach will be issued by Mason, citing cause. Upon receipt of such notice, RCP will have thirty (30) days to remedy the situation. If RCP fails to cure within thirty (30) days after reasonable diligence, Mason shall have the right to terminate the Agreement in whole or in part without penalty. Upon early termination, the shared profit or minimum guaranteed payment shall be pro-rated through the date of termination. Mason will not be entitled to any other payment of shared profit or guaranteed minimum payment under this Agreement.
- J. CHANGES TO THE CONTRACT: Changes can be made to any resulting contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. George Mason University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within

thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by George Mason University or with the performance of the contract generally.

- K. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. **COMPLIANCE:** All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- M. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- N. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

- O. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- P. .Deleted
- Q. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.
- R. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- S. FORCE MAJEURE: Neither Mason nor Contractor will be responsible for any losses resulting from delay or failure to in performance resulting from any cause beyond either party’s control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- T. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- U. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the negligence or willfulness of Mason or the using agency or to the failure of Mason or the using agency to use the services in the manner described by the Contractor on the services delivered.
- V. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- W. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology

Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

X. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and

Y. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not knowingly violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Contractor or its suppliers or agents relating in any way to this Agreement, and any know-how, methodologies, equipment, or processes used by Contractor to provide services pursuant to this Agreement, including, without limitation, all copyrights, trademarks, patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of Contractor or its suppliers. Mason acknowledges and agrees that this Agreement is solely a licensing contract and the services and software provided by Contractor hereunder are not "Work Made For Hire" as that term is defined under Section 101 of the Copyright Act. 17 U.S.C. § 101. This section shall not apply to University Data.

Z. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

AA. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

BB. Deleted

CC. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. If the Department opts not to renew the contract Mason will provide at least sixty (60) days' notice of non-renewal.

DD. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: [http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/.](http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/)”

EE. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) promptly notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.

FF. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

GG. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

HH. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

II. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party’s data,

content, or intellectual property, except as expressly stated in the Contract.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

JJ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with

its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

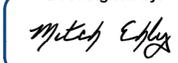
KK. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

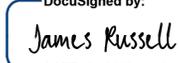
LL. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

MM. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Rent College Pads, Inc.

DocuSigned by:

4370C9F4FF3B461...
Signature
Name: Mitch Ehly
Title: Chief Operating Officer
Date: 6/29/2020

George Mason University

DocuSigned by:

3CFEA34C062A4A6...
Signature
Name: James Russell
Title: Director
Date: 7/1/2020

RENT COLLEGE PADS, INC. OFF-CAMPUS HOUSING SERVICE AND LICENSING AGREEMENT

This Service and Licensing Agreement (this “Agreement”) is made as of June 29, 2020, by and between Rent College Pads, Inc., a Delaware corporation (“Rent College Pads”), and George Mason University a University with offices at 4400 University Dr. MSN 3C5, Fairfax, VA 22030] (the “University”) (each individually, a “Party” and both together, the “Parties”).

WHEREAS, Rent College Pads has developed a proprietary technology solution and related applications that will embed within the University’s existing website or domain to provide the University’s students with off-campus housing options through series of webpages hosted by Rent College Pads that provide the University’s students with a searchable database of off-campus properties (the “Platform”);

WHEREAS, the University is a public University/College, with its main campus located in Fairfax, VA;

WHEREAS, the University desires to help its students identify off-campus housing opportunities;

WHEREAS, the University desires to license the Platform from Rent College Pads for the period defined herein and to endorse the resulting website as the University’s official off-campus housing website; and

WHEREAS, Rent College Pads desires to grant to the University a nonexclusive, nontransferable license to use the Platform,

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

1. Licenses. The University shall create or cause to be created a subdomain or webpage that will link users to the Rent College Pads Platform (the “Website”). The University grants Rent College Pads a nonexclusive, nonsublicensable, nontransferable license to access the Website and related pages operated by the University to integrate the Platform. The University shall not include links on the Website, that direct users to websites that are competitive with the Rent College Pads Platform, and agrees not to make commercial or other use of, reproduce, publish, share, sell, or otherwise distribute: (a) any content or data from the Platform; or (b) any information deemed proprietary by Rent College Pads.
2. Fees and Costs. Rent College Pads will create and customize the Platform for the University’s Webpage, to provide rental listings to the University’s students and personnel. Rent College Pads will charge fees from property managers to post available properties on the Website (the “Listing Fees”). Rent College Pads holds the sole right to collect and retain any and all other fees associated with the Platform in general or as customized for the University, including, without limitation, fees derived from advertisements whose posting are displayed on the Website. The University may, at its sole discretion, pay the Listing Fees on behalf of certain property managers to list certain properties on the Platform upon mutual written agreement between the parties. Rent College Pads may, at its sole discretion, agree to list University-owned on-campus properties on the Platform at no cost to the University, provided that, the University provide Rent College Pads with the email address, phone number, physical address, and other contact information for such properties or property managers at Rent College Pads request. In the event that any such contact information changes, the University must provide Rent College Pads with updated information within ten (10) days of any such change.

a. Profit Sharing. Rent College Pads shall pay to University each year of the Term (the “Profit Share”), the greater of the Percentage Share or the Guaranteed Minimum Payment, which are defined as follows:

(i) Percentage Share. Twenty-percent (20%) of the Net Profit Listing Fees (the “Percentage Share”). The “Net Profit Listing Fees” will be calculated as follows: Total Listing Fees less credit card processing fees and less “Expenses” as defined in Section 3, below. The Net Profit Listing Fees will be calculated on an annual basis, provided however, that the calculation will not include fees received by Rent College Pads prior to this Agreement.

(ii) Guaranteed Minimum Payment. An amount equal to One Hundred Twenty-Five Percent (125%) of the University’s Current Revenue Share Value. Current Revenue Share Value shall be equal to the sum of payments remitted to the University for landlord listing fees collected within a continuous 12-month term as per its most recent off-campus housing database contract in the last year of the term. Proper documentation must be provided to Rent College Pads to support the Current Revenue Share Value calculation.

If, in any year, the Percentage Share is less than the Guaranteed Minimum Payment amount, Rent College Pads shall pay the University the Guaranteed Minimum Payment amount. If, in any year, the Percentage Share is greater than the Guaranteed Minimum Payment amount, Rent College Pads shall pay the University the Percentage Share amount. Rent College Pads will pay the Profit Share by check to the address provided by the University above on or before January 31, of the year following the previous year’s Net Profit Listing Fees and Revenue Share Value calculations.

3. Expenses. Except as otherwise discussed in this Section 3, Rent College Pads shall be responsible for expenses incurred to create, customize, and maintain the Platform. All expenses incurred by Rent College Pads relating to the promotion, marketing, advertising of the Website or relating to this Agreement, and all travel expenses necessary to accomplish such promotion, marketing and advertising (“Expenses”), shall be deducted from the Total Listing Fees before calculating the Net Profit Listing Fees. The University must pay any service fees necessary to set up, host, and run the Website.

4. Intellectual Property.

a. Limitations on Use. The University may not relicense the Platform or Website or outsource the Platform or Website to third parties, nor may it use the Platform or Website for any competitive purpose related to this Agreement. The University agrees not to cause or permit the modification, translation, reverse engineering, disassembly or decompilation of the Platform or Website, or any other attempt at determining the source code for the operation of the Website, except to the extent required to obtain interoperability with other independently created software or as specified by law. The University is prohibited from creating derivative works based on the Platform or any part of the Website, or the Proprietary Information. For purposes of this Agreement, “reverse engineering” shall mean the examination or analysis of the Website or Platform or Website to determine its source code, sequence, structure, organization, internal design, algorithms, or encryption devices. “Proprietary Information” shall mean all data, material, text, photographs, music, video, software, sound, graphics, other information or materials or portions thereof.

b. Title. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Rent College Pads or its suppliers or agents relating in any way to this Agreement, and any know-how, methodologies, equipment, or processes used by Rent College Pads to provide services pursuant to this Agreement, including, without limitation, all copyrights, trademarks,

patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of Rent College Pads or its suppliers.

c. Use of the University's Intellectual Property. The University shall grant Rent College Pads a nonexclusive license to use the University's trademarks, tradenames, and other intellectual property (the "University's Marks") solely in the performance of Rent College Pads' obligations under this Agreement. Upon request, the University shall provide drawings, graphics, photographs, text or other materials to Rent College Pads for its use under this Agreement. Rent College Pads agrees that it shall not disseminate or use the University's Marks without express written authority and authorization from the University in connection with any purpose outside the scope of this Agreement.

5. Term and Termination. This Agreement is effective on the date it is mutually executed by RCP and University and will, unless earlier terminated in accordance with the terms of this Agreement, continue for one (1) calendar year (the "Initial Term"). Upon expiration of the Initial Term the term may be renewed for four (4) subsequent consecutive renewal terms of one (1) year (each, a "Renewal Term" and, with the Initial Term, the "Term") by mutual agreement of both Parties at least ninety (90) days prior to the last day of the then-expiring period of the Term.

6. Rights Upon Termination. The termination of this Agreement shall not relieve either Party of its obligations to pay to the other any sums accrued hereunder (fee-sharing or expense reimbursement, for example). Unless otherwise specified in writing, upon any termination of this Agreement, all licenses granted by either party under this Agreement shall terminate. Section 12 regarding Confidential Information, Section 15 Limitation of Liability and with respect to the ownership of the Platform and the Data, Sections 4 and 8, shall survive the termination of this Agreement.

7. Database and Data Accuracy. Rent College Pads shall create a searchable database (the "Database") of off-campus properties as part of the Platform. The University acknowledges that it is the University's responsibility to cooperate with Rent College Pads to integrate the Website, including making available any necessary data required to transfer any off-campus listings on any 3 currently existing housing website to the Database or Website. The University recognizes that Rent College Pads is not responsible for the accuracy of the information entered into the Database.

8. Integration into University's Website. The University shall identify and designate a member of the University's existing information technology team to assist Rent College Pads in integrating the Site into the University's website.

9. Non-Interference; Subscription Listings. The University acknowledges and agrees that Rent College Pads has contractual obligations with certain property managers under the Subscription Agreements. The University further acknowledges that the property managers pay a fee to list on Rent College Pads' websites for a contractual term. The University shall not hold itself out to be an agent or subsidiary of Rent College Pads to any property managers. In the event the University believes, at the University's sole discretion, that a property manager has (i) provided unsound living arrangements or rental properties, (ii) recklessly or willfully caused harm to any University personnel or students, or (iii) otherwise compromised any rental properties in contravention of University policies (together, "Causes for Removal"), the University shall provide Rent College Pads with written notice of such complaint. The University shall be solely responsible for documenting and retaining all written notices. If at any point, a property manager has more than three written complaints, the

University may notify Rent College Pads that the property manager has three documented complaints and may request that such property managers' contract not be renewed for a subsequent term.

10. Conduct. To the extent possible, the University shall not, and shall prohibit its employees and agents from:

a. Uploading, storing, posting, e-mailing, or otherwise transmitting, distributing, publishing, or disseminating any information that (or the transmission, distribution, publication, or dissemination of which):

i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous or promotes such activity;

ii. infringes on any proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others;

iii. violates any contractual or fiduciary relationships; or

iv. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, or any other harmful or disruptive program.

b. Providing misleading information, creating a false identity or manipulating identifiers to mislead others or to disguise the origin of any information stored in the Platform or transmitted through the Website, impersonating any person or entity, or otherwise misrepresenting any affiliation with a person or entity; or

c. Violating (intentionally or unintentionally) any applicable local, state, national, or international law or regulation.

11. Confidentiality. By virtue of this Agreement, the Parties may have access to information that is confidential ("Confidential Information"). Confidential Information includes the Platform source code, information and processes used in creating and disseminating the Platform and the Website, and all information clearly identified in writing as confidential. Confidential information does not include information that:

a. Is or becomes part of the public domain through no act or omission of the other party;

b. Was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;

c. Is lawfully disclosed to the other party by a third party without restriction on disclosure;

d. Is independently developed by the other party; or

e. Is submitted to the off-campus housing website by University's students or by area property listers.

During the Term of this Agreement and for two (2) years afterward, the Parties agree to hold each other's Confidential Information in confidence. The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party (except to such Party's agents or independent contractors) for any purpose other than the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents

or independent contractors in violation of the terms of this Agreement. Each Party acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party has the right to seek an immediate injunction enjoining any breach of this Section 12, as well as the right to pursue any and all other rights and remedies available at law or in equity in the event of such breach.

12. Information Requests. Rent College Pads acknowledges that the University is an entity subject to certain federal and state public access laws that must comply with certain requests for information. In consideration of such laws, if the University receives a request pursuant to any federal law or state statute for the disclosure of this Agreement, or of any information provided to the University by Rent College Pads including, without limitation, information delivered in connection with or pursuant to this Agreement, University agrees to promptly notify Rent College Pads in writing of such requests.

13. Warranties.

a. Rent College Pads warrants that all services performed under this Agreement shall be performed in a manner consistent with industry standards.

b. The University must promptly report any deficiencies in Rent College Pads' services to Rent College Pads in writing. Contractor shall reply to the University's notice within ten (10) days describing the remedies to be undertaken to address such deficiencies, and shall implement the solution within thirty (30) days of such response, unless a longer period is mutually agreed by the Parties. c. University's exclusive remedies for breach of the above warranty are as described in this Section

c. In the event the University timely provides notice to Rent College Pads of warranty breach, Rent College Pads shall use commercially reasonable efforts to cure the deficiency. If Rent College Pads is unable to cure the deficiencies or the breach remains uncured for more than thirty (30) days following Rent College Pads' response to the University's notice (or is not cured within the time mutually agreed between the University and Rent College Pads if different), then University also may, upon written notice to Rent College Pads, terminate this Agreement.

d. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT.

14. Limitation of Liability and Disclaimer.

a. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either Party or any third party, whether in an action in contract or tort, even if the other Party has been advised of the possibility of such damages.

b. Rent College Pads and University expressly state that the Platform is a search tool only and carries no implicit recommendation or guarantee related to any aspect of a property listing or a physical property. The University may create a disclaimer and upon delivery of such disclaimer to Rent College Pads, Rent College Pads will incorporate the disclaimer into the Website.

c. Rent College Pads is not a licensed real estate entity, broker, sales person, or agent. Rent College Pads will not broker, lease, negotiate, or attempt to negotiate leases on the behalf of the University or any Property Manager for any listed properties. The University or Property Managers of the Prospective Rentals under the respective party's control is solely responsible for determining who should rent apartments, as well as complying with applicable federal, state, and local laws, including any and all fair housing laws and evaluating any leads or prospective tenants on a non-discriminatory basis. The University further acknowledges and agrees that Rent College Pads makes no representation or warranty regarding the quality, quantity, or credit worthiness of potential tenants or property managers. To the extent permitted by the Virginia Tort Claims Act, Section 8.01-195.1 et seq. of the Code of Virginia (1950), as amended, the University shall be responsible for the negligent acts or omissions of its officers, employees, or agents. Contractor agrees that it shall be responsible for the negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Contractor for claims brought against Contractor.

d. The foregoing limitations in this Section, shall not apply to liability arising from the negligence or death/loss of life on the part of or caused by Rent College Pads. The foregoing limitations shall not apply to any data breach or dissemination of personally identifiable or confidential information caused by Rent College Pad's negligence.

15. Force Majeure. Rent College Pads shall not be liable for, and is excused from any failure to deliver or perform or for any delay in delivery or performance, if such delay or failure arises out of causes beyond its reasonable control and without its fault or negligence, including but not limited to strikes, lockout, fire, breakdowns, delays of suppliers, governmental action, statute, ordinance, regulation, rule or order, wars, embargoes, acts of terrorism, riots, insurrection, piracy, earthquake, flood, or other unusually severe weather, accidents, nuclear radiation, epidemics, shortages of power, or any act of God. Rent College Pads shall not be liable for, and is excused from any failure to deliver or perform or for any delay in delivery or performance if such delay or failure is due to failure of University to provide sufficient information, resources, cooperation or personnel to support the services. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

16. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

17. Waiver. The waiver by either of the Parties of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

18. Amendments. Any changes to this Agreement must be mutually agreed upon by Rent College Pads and the University, put into writing, signed by the Parties, and thereby added to this Agreement.

19. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the Commonwealth of Virginia.

20. Conflicts. This Agreement is being entered into simultaneously with other contracts and written understandings between Rent College Pads and University. It is the intention of the parties that all contracts

entered into that reference this Agreement be construed and interpreted as one contract. In the event of conflict between the contracts, the provisions of the University's Form Contract shall prevail.

21. **Dispute Resolution.** If a dispute arises under this Agreement and it cannot be resolved through the University's administrative appeals procedure, the parties must try in good faith to settle the dispute by mediation before bringing a legal action or proceeding. The parties have 30 days from the date a party receives notice to commence mediation and 60 business days from the notice date to complete mediation. The mediation shall be nonbinding and subject to § 2.2-514 of the Code of Virginia.

22. **No Joint Venture.** The use of, or linkage to the Platform does not constitute a joint venture, partnership or master servant relationship between the University and Rent College Pads.