



Master Services Agreement

Updated March 2022

The following agreement has been created by and agreed to by the client and TruPlace, Inc., 325 Ellington Blvd, #551, Gaithersburg, MD 20878. The following terms are mutually agreed upon, per the signing of the custom Order Form:

Obligations of TruPlace:

- TruPlace will provide premium visual marketing packages to client.
- TruPlace will schedule a kick-off call upon completion of the signed Order Form to introduce team members involved, discuss expectations and review website/API and tour linking needs.
- Prior to the start of work, TruPlace will schedule an implementation call with a Client Success team member for training on the client portal for downloading photos, and tour link placement and other execution details.
- TruPlace will provide user accounts to current client employees for access to all tours for updates and changes, image management, access to real time web traffic reporting, and web linking options. TruPlace will remove Client Portal access from any former employee upon request.
- TruPlace will complete work in a timely manner dependent upon number of units, weather or other conditions that may arise. Work requiring appointments, turnover days or weekends are exceptions and require an additional fee.
- TruPlace will send completion emails when tours are available online and provide support, training, and assistance, when needed.
- TruPlace will provide a Rate Sheet with product and services pricing good from one year of signing unless otherwise noted.
- Full access, rights and use of photography are granted to the client upon receipt of payment, regardless if client decides not to renew the tours at the end of the agreement period.
- If the Floor Plan Tour is not renewed, the Floor Plan images, are not transferrable and may not be used on Client website or in conjunction with any other virtual tour.

Obligations of Client:

- The client will provide TruPlace exclusivity as preferred photography vendor of choice at its locations listed on their Order Form, provided separately from this agreement.
- The client may order additional services as needed. The pricing for services will be based on the Client's Rate Sheet, provided separately.
- The client will provide a list of properties (including availability, specific unit addresses, internal number, number of bedrooms and directions) so that TruPlace may begin work and access the properties in a timely manner.
- The client must indicate which of the properties, if any, on the list require pushing TruFusion 3D tours through to Vrbo. TruPlace is not responsible for Vrbo virtual tour content, player, fees or service. Currently, Vrbo hosting is free, but TruPlace reserves the right to charge a connection fee.
- The client's senior management team and additional team member(s) will attend kick-off call prior to starting work.
- The client team member(s) will attend implementation call.
- The client will review and approve initial tours released to ensure needs are met and will continue to review tours as they are released.
- The client is responsible for letting TruPlace know of any changes or questions in a timely manner.
- If any services involving 3D, such as 3D tours or 3D spins, are needed, or requested to be added on to an existing order, the client must notify the company in writing before 5 pm the day before the shoot.
- Travel costs may be applied to orders outside existing coverage areas. For single-day projects with trip charges scenario we will capture what the client requests, however we are not able to come back unless another project is scheduled, which will still include another trip charge. Please note there are minimum project requirements for TruPlace to travel out for a shoot. For single-day shoots it is highly recommended that the client reschedules before 24-hours ahead of the appointment time if the weather does not appear to be favorable.

Terms and Conditions:

The initial term of this Agreement is two (2) years unless otherwise stated on the Order Form or Rate Sheet. Client accepts the Terms of Service agreement displayed on the Company website.

Platform Fee:

TruPlace will bill the annual Platform Service Fee, payable upon receipt, one year from the online date of each tour and will renew each annual period after unless cancelled by client.

Payment Terms:

Client agrees to pay the Company invoices in full, upon receipt.