

# GREYSTAR MOBILE SERVICES TERMS & CONDITIONS

- 1. Agreement.** The following Terms and Conditions constitute a binding and enforceable agreement (“Agreement”) between You, the Managed Property (“Customer”), and Intelinet Systems, Inc. (“Provider”). You agree that these Terms and Conditions shall apply to the Services, the Purchase and/or the Rental of Mobile Device(s) on and after the date of the Order Form of the Mobile Device(s). Any brochures, illustrations, or web content relating to the Mobile Device are not considered binding unless they are explicitly referred to as binding within this Agreement.
- 2. Definitions.** The following terms, when used in this Agreement, have the meanings set forth below:

  - a.** “Order Form” means the Greystar Mobile Device Order Form that the Managed Property initially filled out to order the Mobile Device(s) and services.
  - b.** “Provider” means Intelinet Systems, Inc., an authorized Mobile Solution Provider of Greystar Real Estate Partners, LLC.
  - c.** “Customer or Property” means the Managed Property that has engaged with the Provider to receive and be responsible for payment of the Services, Purchase, and/or Rental of the Mobile Devices under this Agreement and includes any of its representatives, agents, officers or employees.
  - d.** “End-user” means the user who is authorized by Customer, at the sole and absolute discretion of Customer, to use the Mobile Device. Throughout this Agreement the End-user, Customer and Property may be used synonymously.
  - e.** “Mobile Device or Device or Equipment” means the Mobile Devices, including, without limitation, the protective case, charging adapter and cord, ear buds, software, data plan, SIM card, and any other accessories provided under the Agreement.
  - f.** “Site Address” means Property’s address identified on the Order form where Customer agrees the Mobile Devices will be shipped to and located during the Agreement Period.
  - g.** “Services” as used herein shall mean any or all of the following: device monitoring, management, technical and engineering, installation, repair, consulting, data plan, voice plan, training or other services provided by Provider under this Agreement.
  - h.** “Rental” means the service that the Provider offers and during the Term of the Agreement, Customers that opt-in for this offering will rent and make monthly payments for the use of a Mobile Device.
  - i.** “Rental Purchase” will be offered when the Customer has made all the monthly payments in Agreement Term. Until then, the Rental Devices will remain the property of the Provider. Customer has the option to make a bulk payment, at any time, to payoff and have ownership transferred to the Customer. Bulk Pay-off Amount is determined by  $[\text{Monthly Rental Payment}] \times [\text{Agreement Term}] = [\text{Total}] - [\text{Full Monthly Rental Amount Paid}] = [\text{Amount Due}]$ . Final rental payment will occur in the last month of the Term with no proration applied. Device Transfer will occur on the first of the next billing cycle after the final rental payment is made. Accounts must be in good credit standing and have no past due balances for ownership of device to be transferred.
  - j.** “Delivery Acknowledgment” means the receipt of the Provider’s Delivery and Serial Number Acknowledgement Email by the Customer. Delivery Acknowledgment validates the unlocking of devices for use.
- 3. Identified Devices.** The Mobile Device (“Mobile Device” or “Device”) subject to this Agreement shall be the Device or Devices expressly set forth on the Order Form or Purchase Receipt. Any such Order Form or Receipt shall be incorporated by reference into this Agreement.
- 4. Term.** Except as provided herein, the term of this Agreement (the “Service Period”) shall commence upon Proof of Delivery (“POD”) of the Devices and continue for Twenty-Six (26) months unless either party cancels the Agreement for any reason. Agreement and all fees shall continue until the services are deactivated in accordance with the Cancellation of the Agreement in Section 8 hereof.
- 5. Fees.** The fees as specified on the Order Form and all associated payments are due within the terms of the invoice. Initially, and upon good standing, Customer is granted a Credit Line equal to the initial order amount and monthly services and given payment terms of Net 30 Days. Customer will pay to Intelinet the amounts set forth in each invoice within the Invoice terms.

  - a.** Late payments shall accrue interest from such due date at the lesser of 1.5% or the maximum rate allowed by law. Accounts with past due invoices are subject to Account Suspension after 60 days from the date of invoice or 30-days past due with Net 30 Terms.
  - b.** Suspended Accounts are at risk of losing the privilege of Net Terms and may become a Pre-Pay account, forcing all monthly services to be paid for in advance.
  - c.** Suspended Accounts with Voice Plans will be held for 60-days to protect the phone number from being re-distributed. Accounts with Voice suspended for more than 60-Days WILL LOSE THE PHONE NUMBER associated with the Voice Plan, with no ability to regain it.

- d. Reactivation of Suspended without Voice Plans will have a reconnect fee of \$39.00 to reestablish services once account is in good standing.
- e. Reactivation of Suspended with Voice Plans will have a reconnect fee of \$59.00 to reestablish services once account is in good standing. If Reactivation occurs within 60-days, the original phone number will be reactivated. If reactivation over 60-days occurs, the Customer will be required to establish a new phone number to continue services.
6. **First Payment Default.** Accounts that do not make the first payment of the first invoice when it is due, are subject to suspension at 15 days past the due date or 45 days past the invoice date. It is important that Properties not yet funded, do not place orders for new products. As with any Suspended Account, the account is at risk of losing the privilege of Net Terms and will be required to return the invoiced product if payment arrangements are not promptly made.
7. **Taxes and Fees.** Customer shall be solely responsible for the payment of all taxes arising out of the Device purchase, rental, wireless plans, and ongoing services, including all taxes assessed by federal, state, and local agencies as well as any AT&T surcharges.
8. **Cancellation.** The Agreement may be canceled with 30-day advance written notification (the "Termination Period") by either party during the Agreement Term. Cancellation of a voice plan, unless ported, will result in the loss of the phone number associated to the plan. Customer is responsible for porting any number away from the current solution. Send cancellation notice to [mdmsupport@intelinetsystems.com](mailto:mdmsupport@intelinetsystems.com) and include the Property name that has the service, the primary contact information, the requested last day of service, and the reason for termination.
9. **Cancellation of Services with Rental Devices.**
- a. **Return Devices.** The Customer has the option to return the Rental Device(s) and to end all monthly fees. Rental fees will continue to be invoiced until the Devices are returned and in the possession of the Provider.
- i. Upon return of Rental Device(s), Provider will inspect the Device(s) and accessories, ordinary wear and tear excepted. If acceptable, Provider will release Customer from the Rental Agreement once any outstanding invoices are paid in full. Customer is responsible for the return of all accessories that originally accompanied the Device(s). Failure of the device inspection may result in a charge to Customer in the event of obvious abuse and any missing accessories will be charged to the Customer for replacement value.
- b. **Purchase of Rental Device.** The Customer has the option to purchase the Rental Device(s) by paying the rental balance due over the Term of the Agreement as detailed in Section 2.i.
10. **Transfer of Management.** If Customer transfers away from Greystar Management, services will continue uninterrupted if the account is in good standing with Intelinet and has no past due balance. All services will continue through the term of this Agreement without interruption unless canceled in accordance with Section 8 and Section 9, if applicable. Property is required to email [accounting@intelinetsystems.com](mailto:accounting@intelinetsystems.com) with the new billing email address and phone number for services to continue.
11. **Customer Inspection and Acceptance.** Customer shall inspect the Mobile Devices immediately upon delivery to confirm that it is in proper working order and that it is correctly identified on the Order Form or Device Receipt. If Customer finds that the Device is not in proper working order in any respect, or is not correctly identified, Customer shall so notify Provider immediately. Unless Provider is so notified, Customer is deemed to have accepted the Device in proper working order in all respects; Late notice of any discrepancy in identification or that any of the Device is not in proper working order shall be invalid.
12. **Initial Passcode.** Each device that ships from Provider is locked to protect them from unauthorized access. An email is proactively sent to the email address on the Order Form. The email must be replied to in order to confirm receipt of the device(s) and have the initial passcode removed. Instructions will also be included in the device shipping package.
13. **Service Requests.**
- a. For Mobile Device Applications such as Maintenance application:  
Submit a Service Desk request ([help.greystar.com](http://help.greystar.com)) by searching "Product integration requests" from main page search bar.
- b. For Device delivery issues, device hardware issues or Data Plan issues contact:  
Intelinet Systems MDM Support by emailing [mdmsupport@intelinetsystems.com](mailto:mdmsupport@intelinetsystems.com) or call 972-331-3371
14. **AT&T Plan Options**
- a. **Mobile Data Only Plan.** The Mobile Data Plan is the default plan for all iPads and Tablets and used on iPhones and Smartphones as a data only small form factor tablet without voice services. Provider will install the AT&T M2MWS Network SIM and provide a 2GB pooled plan.
- i. 911 Calls. It is important to understand that 911 calls cannot be placed from any Mobile Device with Data Only Plans under this Agreement. Devices such as Phones that typically included voice services are provided with data only plans and voice calls are not permitted.

ii. SIM Card. The SIM card provided under this solution will only function under the AT&T M2MWS plan. Removing or replacing this SIM will render the data plan inactive. SIM card is not allowed to be removed and added to another device unless Provider or one of its authorized partners provide this service.

b. **Mobile Select Voice and Data Plan**. The AT&T Mobile Select Voice and Data plan is an option for Smartphones under this Agreement. Mobile Select Services will not work on iPads and tablets. Mobile Select provides voice, text and a 3GB pooled data plan. See details below.

i. UNLIMITED TALK: For phones (including Connected Wearables) only. Includes unlimited calls within the Domestic Coverage Area (DCA) (plans for smartphones and feature phones also include calls within Mexico). Service may be terminated for excessive roaming.

ii. Unlimited Talk to Canada and Mexico: For phones (including Connected Wearables), only. Includes unlimited International Long Distance (“ILD”) calling from DCA to Mexico and Canada only. You may be charged for calls to special or premium service numbers.

iii. Calls to Other Countries: Plans for phones (including Connected Wearables), also include ILD calling from the DCA (plans for smartphones and feature phones also include calling from Mexico) to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect.

iv. UNLIMITED TEXT: Standard Messaging – For phones (including Connected Wearables) only. Includes unlimited number of messages up to 1MB in size within and from the DCA (plans for smartphones and feature phones also include messaging within and from Mexico) to more than 150 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details. Connected Wearables: Visit att.com/wearables.

v. Connected Wearables. Mexico Service Restrictions: Plan usage not available in Mexico on Connected Devices, Connected Wearables, and any AT&T Mobile Select – Pooled plans for Data-Only Devices that include less than 1GB of data. Pay-per-use roaming rates will apply for such devices and plans.

vi. International roaming: Pay-per-use rates apply if End-user’s talk, text or use data while outside of the Domestic Coverage Area without a rate plan or travel package that includes that international service. International talk, text and data rates vary, are subject to change.

vii. Excessive Off-Net Usage: You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your service(s) may be restricted or terminated. Other restrictions apply and may result in service termination. Credit approval may be required. AT&T reserves the right to suspend or terminate service to your account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan.

viii. Other Monthly Charges: Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including w/out limitation a Property Tax Allotment surcharge of \$0.20 – \$0.45 applied per assigned number), which are not government-required charges.

ix. Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice.

x. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info for your area, check <https://www.att.com/maps/wireless-coverage.html>. Coverage may include areas served by unaffiliated carriers and not on AT&T’s owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice. Service is intended for use primarily within the DCA.

**15. Pooled Data**. Provider services include data pooling of all devices per location with like data plans, and Greystar has approved data pooling across Greystar’s entire fleet of managed devices, for devices using the same data plans. Excessive and abusive data usage is still subject to overages as detailed in Section 16.

**16. Data Overage**. Data over the total pooled amount will be billed at .015 per MB at the end of the billing cycle. Overages will be billed as a separate line item. Provider will assist Customer in suggested plans if consistent overages become an issue.

**17. Permitted Use**. End-user may use the Devices under this Agreement for the purpose of conducting normal business operations and to assist in the efficiencies of said business.

**18. Prohibited Use and Misuse**.

a. Customer shall not abuse or misuse any Device. Customer shall not use, transport, or store any Device in any manner or location which could subject it to undue risk of damage. The Device shall be used only by trained and qualified employees

and/or agents of Customer. Customer shall use Device in full compliance with all manufacturer's instructions, and in full compliance with all applicable federal, state, and local laws and regulations. Customer shall take all necessary precautions during the use, transport, and storage of the Device to protect the Device from damage. Customer shall not remove the protective case on the Device without becoming fully liable for any damages that occur during the removal of the case.

**b.** Customer must not use or assist others to use the Service or a Device for any unlawful, unauthorized, abusive or fraudulent purpose. Service to a SIM may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent use. Abuse and fraudulent use of a Service include, but are not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another wireless customer; (ii) tampering with or making an unauthorized connection to the Network; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Service; (iv) Subscription Fraud; (v) using Service in such a manner so as to interfere unreasonably with the use of a Service by one or more other wireless customers or End-Users or to interfere unreasonably with AT&T's ability to provide service; (vi) using a Service to convey obscene, salacious, or unlawful information; (vii) using a Service without permission on a stolen or lost Device; (viii) Unauthorized Access; (ix) using a Service to provide voice over IP services; (x) extensive use of a Service outside of the designated service area in which the device was initially shipped; and (xi) international roaming services.

**c.** Usage of personal email and other retail or consumer-based applications are not permitted under this Agreement.

**19. Hotspot.** Using a mobile device as a Hotspot is not permitted under any Voice or Data plans of this Agreement. Provider does provide Hotspot devices and Hotspot data plans as an optional service.

**20. Repair and Accidental Damage.** Not Included in Monthly Service Plans designated as Limited (LMT). Please review your invoice. During the term of the Agreement, Provider will provide Customer with Device repair services who have the Full monthly services plan. Provider will also provide an Advance Replacement Program that provides a direct replacement for any device that requires repair, including accidental damages, and only while quantities are available in the Advance Replacement pool of Device. Damage to the AC Charger, cord, or applicable ear buds are the responsibility of the Customer and are not covered under this Agreement. The Device case must always remain on Device(s), including units being shipped in for repair. Replacement and repaired units will always be shipped to the Customer with the case installed. Customer is responsible for the external case if it is damaged beyond re-use. If Provider discovers damage to Device is due to a case not being installed on the Device, the Customer will be solely responsible for the repair or the replacement of Device.

**21. Excessive Damage.** Where the repair costs would be unfeasible in Provider's sole discretion, Customer shall be liable for the Device's full replacement cost or if applicable, Rental Customers may purchase the Rental Device as described in Section 2i.

**22. Repair and Accidental Damage Replacement Process.** Customer will call Provider's Help Desk to request repair and Advance Replacement services. If Device is available in the Advance Replacement inventory, Provider will ship a preconfigured Device to Customer. Customer will follow instructions and package Device to be repaired in the same shipping box and use the pre-paid shipping label to send the Device back to Provider. Replacement Unit will be shipped with case and no other accessories. Broken unit will be shipped back with case and no other accessories. Customer's Liability for Device Return is outlined in Section 23 below. If Advance Replacement Inventory is depleted at the time of the service request, Provider will ship an empty box to Customer and Customer will follow packing instruction and ship broken Device in for repair using the prepaid label in the package.

**23. Advance Replacement Device - Liability for Device Return.** Customer is liable for the return of the defective device upon receipt of the Replacement device and should be shipped back within 3 business days (valid tracking number required). Any system not returned within 15 business days of the replacement delivery will be subject to the following terms:

**a.** If the failed device is not received within 15 business days of the delivery of replacement system, the non-returned system may be billed to the Customer at Provider's discretion and at full retail replacement cost. Customer agrees to pay such charges within 30 days of such invoice date.

**b.** If the failed system is subsequently returned within 30 days of the delivery date of replacement device, the invoice for the non-returned device will be credited to the Customer and a service charge of \$150.00 will be invoiced to the Customer.

**c.** If an End-User has determined that the initial replacement device they have received is not working properly, another device will be sent. If the operability issue is not related to the device or the network, the Customer will be responsible for additional shipping fees for shipping of the 2nd Device.

**24. Device Backup.** Corporate email and ticket management data is stored securely off the device in a corporate data center, although, the End-User is responsible for any data that they store directly on the device. Provisioning of an iCloud, Dropbox, Google Drive, Microsoft OneDrive, or similar cloud solution is important to protect End-User data.

- 25. Data Recovery.** End-User is responsible for all data backup and recovery on the devices covered under this Agreement. Provider does not provide recovery services under this Agreement and those services are only provided under per hour, per incident recovery services.
- 26. Risk of Loss.** Customer bears all risk of excessive damage, loss or theft to the Equipment during all times that the Equipment is out of Provider's possession and/or control, including all times in which the Equipment is in transit (except where the Equipment is shipped by Provider's employees in which case, Customer bears all risk of damage and loss to the Equipment upon proof of delivery).
- 27. Actual Loss.** For any excessive damage and/or loss while the Equipment is out of Provider's possession, Customer shall be liable for the actual cost of repair or replacement of the Device. If any of the Equipment is lost, stolen, or otherwise made unavailable such as by private or government seizure while not in the possession of Provider, Customer shall be liable for the Equipment's full replacement cost.
- a. If Rental.** For any excessive damage and/or loss the Customer is required to pay-off the Rental device under the bulk Rental Purchase. In all circumstances under this paragraph, rental charges shall continue, and Provider shall not be required to repair or replace any of the Equipment until and unless Customer has made advance payment to Provider for the full repair or replacement.
- 28. Lost or Stolen Device Notification.** Customer is required to report lost or stolen devices within 24 hours of the incident to the Greystar help desk. Upon notification, and instructions to do so from the Greystar Help Desk, Provider will provide remote device wipe services and/or cancel services on the SIM card within 8 business hours. Customer is responsible for all overage charges on the device until the SIM is deactivated.
- 29. Device Remote Wipe.** Provider will provide remote wipe services if a device is lost, stolen or for other reasons that the Greystar deems necessary to protect Greystar from data or financial loss.
- 30. Customer Remedies.** Neither Provider nor any of its Officers, Directors, Employees or Agents shall be liable for any liability, claim, loss, damage, (direct, indirect, special, incidental, punitive or consequential), or expense of any kind or nature arising from or caused, directly or indirectly by the Services and Devices or any inadequacy thereof for any purpose, or any deficiency or defect (latent or patent) therein, delay in providing or failure to provide any thereof, or any interruption or loss of service or use thereof, or any loss of business, or any damage whatsoever and however caused. This includes without limitation any associated loss or damage to work product embodied in any form of media (whether now known or later discovered, loss of revenue or anticipated revenue or profits, lost business or sales, or cost of substitute services, even if Provider's or its representative has been advised of the possibility of such damages. In no event shall the total liability of Provider's to Customer for all damages, losses and causes of action (whether in contract or tort) arising from this Agreement exceed the fee for one month of services.
- 31. Waiver of Certain Damages.** Unless otherwise expressly set forth in this Agreement, neither Customer nor Provider shall be liable to the other for and they expressly waive all consequential, non-direct, non-economic, punitive, or exemplary damages of any nature, type or kind.
- 32. No Assignment.** Neither this Agreement nor the Services may be assigned, transferred, or encumbered, including by operation of law.
- 33. Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws rules.
- 34. Headings.** Headings are for the convenience of Provider and Customer and shall have no effect on the substantive provisions of the Agreement.
- 35. Indemnity.** Customer shall defend, indemnify and hold Provider harmless from and against any liability, lawsuit, judgment, award, claim, damage, loss, injury, fee, expense, or cost, asserted by any person or entity against Provider and/or its principals and/or employees arising out of any agreement between Provider and Customer, including this agreement, and/or the subject matter thereof, including but not limited to the use, misuse or abuse of any of the Equipment, the transport thereof, personal injury and/or property damage.
- 36. Limitation of Provider's Liability.** IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN AGREEMENT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL PROVIDER'S LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS AND/OR SUBCUSTOMERS EXCEED RENTAL CHARGES UNDER THIS AGREEMENT. IN NO EVENT SHALL PROVIDER'S LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS AND/OR SUBCUSTOMERS INCLUDE INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation, and data costs incurred.

**37. Entire Agreement.** These Terms and Conditions, together with the schedules, constitute the sole agreement between Provider and Customer. It may only be amended, revised, or superseded by an agreement subsequently prepared and signed by Provider and Customer. No verbal statement by any employee of Provider which is materially different from any term or condition herein shall be deemed authorized or shall have any force and effect unless in writing signed by an authorized representative of Provider. In case any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.