



Welcome to the future of Community Management!

We are thrilled to have you on board and can't wait for you to experience the unparalleled capabilities and conveniences that come with our platform.

Pricing and Savings:

By choosing us, you'll save hundreds of dollars vs piecing together a full all-in-one system with our competitors.

Key Information:

- **Company Name:** Brickell Place Phase II
- **Edition:** ONR Management
- **Number of Units:** 467 units
- **Retail Price:** \$3,061.50 (50% discount)

Get ready to rock the way you manage your community with ONR. Thank you for choosing ONR! Let's celebrate your new beginning together.

Sincerely,

A handwritten signature in black ink, appearing to read 'AG' or 'Alan Gucovschi'.

Alan Gucovschi
Co-Founder & COO
370 NE 75 St. Miami, FL, 33138
WWW.ONRAPP.COM

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT is made and entered into this day of 07/24, 2025, by and between **ONR APPLICATIONS, INC** ("ONR" or "Licensor"), a Delaware corporation with a principal address of 370 NE 75 St., Suite 127 , Miami, Florida 33138 and brickell place condominium associ ("Association" or "Licensee"), with a principal address of 1925 Brickell av #201 miami FL 33129.

WHEREAS, Licensee operates the Property, and desires to engage ONR to provide certain technological tools and services sufficient to establish statutory-compliant electronic voting.

WHEREAS ONR is in the business of providing web-based property-management software subscriptions and related services to residential buildings, community associations as well as those residential entities' tenants, guests, and employees.

WHEREAS this Agreement is a license agreement and not an agreement for the sale of software or services.

WHEREAS this Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution, or publication.

WHEREAS Licensor is able and willing to provide such tools and services on the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

(a) "**Confidential Information**" means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee

(b) “**Control**” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise.

(c) “**Copyrights**” shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof

(d) “**User Data**” means all data or information submitted, uploaded, imported, processed through, collected from, made available by, produced by or resulting from Licensee’s use of the Purchased Services.

(e) “**Enhancements**” means changes and/or improvements to the Software, whether arising out of the Software configuration for the specific use of Licensee or otherwise.

(f) “**Errors**” means, regarding the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications.

(g) “**Intellectual Property Rights**” means all intellectual property rights throughout the world, including, without limitation, all patents, copyrights, trademarks, applications for any of the foregoing, trade secret rights, moral rights, unregistered design rights, rights to know-how, inventions, and algorithms, and any and all similar or equivalent rights throughout the world.

(h) “**Know-how**” includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which are from time to time in Licensor's possession.

(i) “**Manuals**” means the programmer's manuals, the technical manuals and the user manuals and other similar documentation.

(j) “**Modifications**” means Enhancements and/or correction of Errors. Modifications shall be deemed to have been accepted by Licensee upon the lapse of thirty (30) days following the successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications.

(k) “**Related Materials**” means all the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee and includes the Manuals.

(l) “**Subscription Term**” means the term of authorized use of the Subscription Service established and governed by the Master Subscription Agreement (“MSA”) term. All Subscription Terms, regardless of order execution date, will be eligible for renewal within the dates and terms established

by the MSA.

(m) "**Software**", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described in Schedule "A" herein and includes all actual copies of all or any portion of the computer or web programs and mobile applications delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor;.

(n) "**Specifications**" means the functional performance parameters of the Software.

(o) "**Users**" means individuals who are authorized by Licensee to use the Subscription Services, and who have been supplied with user identifications and passwords by Licensee (or by ONR at Licensee's request). Users may include Licensee's employees and any on-site contract employees who perform services solely under the direction of Licensee and solely for or on behalf of Licensee from its offices or facilities. Under no circumstances do Users include any consultants, or contractors of Licensee or any third parties.

2. GRANT OF LICENSE AND RESERVATION OF OWNERSHIP. Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Related Materials at the site and app referred to in Schedule "A" attached hereto and otherwise pursuant to the terms of this Agreement. Licensor retains title and exclusive ownership of all copies of the Software and Related Materials licensed hereby. Licensee agrees to use its best efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution, or publication.

3. TERM. This Agreement shall commence on the date of execution of this agreement and shall continue in full force and effect for a period of 1 Year ("Term"); provided, however, there is a 60-day Free Trial after execution of this contract, and after the 60-day free trial either party may terminate the Agreement at any time, with or without cause. After the first one-year term, this agreement shall be renewed on an annual basis but shall be terminable by either party with or without cause with 30 day notice.

ADD-ONS

ADD-ON
ONR VOTE PLUS

EXTENSION – YEARLY SUBSCRIPTIONS

ADD-ON
ONR Bespoke

*ONR Bespoke enables association specific branding on app and other digital assets

4. **SUPPORT SLAs.** Description of service availability hours and support request response targets. -

SUPPORT REQUESTS

Severity	Affected Audience.	Response	Target Resolution
Outage	100%	1 hour	Up to 4 hours
Critical	20%-99%	1 hour	Up to 1 Business Day
Urgent	2 or More Users	2 hours	Up to 2 Business Day
Isolated Incident	Single User	4 hours	Up to 3 Business Day

SERVICE AVAILABILITY FOR NON-SUPPORT RELATED REQUESTS

- Business Hours support: 9:00 A.M. to 6:00 PM EST. Monday – Friday

5. **OPTIONAL FEES AND PAID SERVICES.** As set forth in Section 24 of this Agreement, Licensor may offer/include additional services for an additional fee. If Licensee wishes to use those paid services, Licensee may opt-in by notifying Licensor in writing, as applicable, and Licensee agrees to pay the additional fee set forth by Licensor for such services. These additional paid services will be subject to this Agreement and the User Agreement (incorporated herein by reference under Section 26 of this Agreement). Some of the paid services may also be subject to additional terms (“Additional Terms”), which will be available for Licensee’s review before consenting. In accordance with Section 24 of this Agreement, Licensee’s election to use paid services and the corresponding obligation to pay the additional fees shall be deemed to form a part of this Agreement upon Licensee’s written consent to pay for and use the corresponding service.
6. **ADJUSTMENT TO FEES.** ONR reserves the right to increase its license and optional fees by providing the Licensee with written notice of such price increase delivered not less than 75 days prior to the expiration of the initial Term or any Renewal Term as established by Section 3 of this Agreement.

7. **SMS MESSAGES.** Partner shall have the use of the messaging system embedded in the Software and Materials. Partner shall pay \$0.03 per segment for messages generated in excess of 3 segments per Activated door per month, which amount shall be included in the monthly invoice.

Standard SMS messages are limited to 160 characters per message. If a message exceeds this limit, it is broken up into multiple segments of 160 characters each. The message recipient only sees one message because the device combines all the segments when necessary. For billing purposes, what matters is how many segments are sent, not how many messages the recipient sees. For example, if your resident notification has 200 characters, you are using 2 segments per notification.

8. **SPECIAL EXCLUSION.** Adjustment to Fees Outside of ONR Control. From time to time, regulatory, tax, industry-mandated, vendor-specific or other charges or fees impacting products and services provided by ONR may change, requiring ONR to include new charges or fees in monthly invoices to Licensors to continue providing services. These charges and fees may take place at any time and ONR reserves the right to pass these fees along to Licensor as they occur. ONR will make commercially reasonable efforts to communicate in writing any fee changes in advance in a timely manner.
9. **CANCELLATION/REFUND POLICY.** Licensee may cancel the subscription in accordance with the provisions set forth in Section 3 of this Agreement.

10. COPYRIGHTS.

(a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Software and Related Materials are personal to Licensee. Licensee, therefore, covenants not to knowingly permit the use of the Software and Related Materials by unauthorized persons and to use its best efforts to prevent the exportation of the Software and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.

(b) Licensor, at its own expense, will defend and indemnify Licensee from all claims that the Software and Related Materials infringe upon a United States copyright, if Licensor shall not be required to defend and indemnify Licensee from infringement claims resulting from Modifications by Licensee. To the fullest extent permitted by law, Licensor shall indemnify and hold harmless the Licensee, its officers, directors, shareholders, agents and employees (the "Indemnified Parties") from liability, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both the trial and appellate level, caused in whole or in part by any act, omission or default of Licensor its agents or any tier of its respective employees or the Indemnified Parties arising from this Agreement or its performance, including claims arising in connection with services provided, or failed to be provided, and any claims in connection with copyright, trademark or patent infringement, any service or program or website offered or made by available pursuant to the Agreement, and violations of applicable law. However, such indemnification shall not include claims of, or damages resulting from, negligence, or willful, wanton or intentional misconduct of the Indemnified Parties or for statutory violations or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Licensor any of Licensor's agents or any tier of its respective employees. To the extent that Licensor's obligation to indemnify as set forth herein arises in whole or in part by the acts, omissions, or defaults of the Indemnified Parties, such obligation shall be limited to

One Million Dollars (\$1,000,000.00) per occurrence which sum the parties hereto acknowledge bears a reasonable commercial relationship to this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

(c) As to any Software and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials to make it non-infringing. If none of the alternatives are available on commercially reasonable terms, then Licensee shall have the right to return the Software and Related Materials to Licensor and Licensor shall, upon return, refund to Licensee all license fees paid by Licensee to Licensor.

11. PERMITTED USES OF THE SOFTWARE AND RELATED MATERIALS. As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the Software configuration licensed by Licensor to Licensee. Said configuration is incorporated into this license agreement by reference, inclusive of Modifications created or approved by Licensor.

12. USES NOT PERMITTED. Licensee covenants and agrees that it will not: (a) Whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons; (b) Assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement. (c) Reverse engineer, decompile or disassemble the Software. (d) Alter, modify or create any derivative works of the Software and Related Materials or any portion thereof. (e) Make additional copies of the Software and Related Materials or any portion thereof. (f) Obscure or remove any copyright or trademark notices.

13. ASSIGNMENT. Without limiting anything contained elsewhere in this Agreement, neither party shall assign this Agreement or any rights herein without the prior written consent of the other party, which consent may be arbitrarily withheld. Any purported assignment without the other party's prior written consent shall be deemed to be null and void.

14. UPDATES. Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements, Modifications, and Enhancements for the Software ("Updates"), if any, at Licensor's then current update fee, which fee is currently \$0 (Zero) per update. Licensee agrees that Licensor can perform Updates to the site and app without previous notification to Licensee. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements, or enhancements.

14. LIMITED WARRANTY.

(a) Licensor warrants that the Software will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by the Licensee.

(b) During the warranty period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensee's option, be one of the following:

- (i) Licensor may attempt to correct or work around Errors.
- (ii) Licensor may replace the Software and Related Materials; or
- (iii) Licensor may refund to Licensee the license fees paid to Licensor.

(c) LICENSOR'S WARRANTIES ARE SET FORTH IN THE END USER AGREEMENT, WHICH IS INCORPORATED BY REFERENCE, AS PROVIDED IN PARAGRAPH 26 OF THIS AGREEMENT.

15. CONFIDENTIALITY. All Confidential Information, including the Know How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, if Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.

16. NO IMPLIED WAIVER. No failure or delay by either party in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by the other party.

17. CONFLICT OF DOCUMENTS. Any conflict between the terms of this Agreement and any purchase order or other document, such as the User Agreement, in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.

18. EQUITABLE RELIEF. The parties acknowledges that any breach of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to all remedies at law, the non-defaulting party shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, together with its references to the User Agreement, the Privacy Policy, and, when applicable, the Additional Terms, constitute the sole and entire agreement between the parties and supersedes any previous agreements, understandings, and arrangements between the parties relating to the Software and Related Materials. Any amendments to this Agreement are enforceable only if in writing and signed by each of the parties. For the avoidance of doubts, the User Agreement and the Privacy Policy may be modified as set forth in those agreements. Licensee's election to use paid services and the corresponding obligation to pay the additional fees shall be deemed to form a part of this Agreement upon Licensee's written consent to use the corresponding service.

20. SEVERABILITY. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.

21. EXECUTION. This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.

22. ATTORNEYS' FEES. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

23. SPECIAL CONDITIONS AND PAID OR FREE ADDITIONAL SERVICES

(a) During the duration of Licensee's subscription, Licensor may, at its discretion, add additional

functions, services and Modifications to the site and app, without any additional fee.

(b) Licensor may also offer to Licensee additional functions, services and Modifications subject to an additional fee and subject to Licensees' consent, subject to the terms of this Agreement.

24. PRIVACY POLICY. Licensor's Privacy Policy is attached hereto as Exhibit "A".. Licensee represents and acknowledges that it has carefully reviewed the Privacy Policy and accepted its terms. Specifically, under the terms and conditions of Licensor's Privacy Policy and applicable laws, Licensee agrees that Licensor may use, and/or transfer the Licensee's and users non-personal aggregated data to third parties. Notwithstanding anything to the contrary, all unit owners' names, numbers, email addresses and contact information shall be confidential and shall not be disclosed to any third parties.

25. USER AGREEMENT. Licensor's Terms of Use, available online, is hereby incorporated by reference. Licensee represents and acknowledges that it has carefully reviewed the Terms of Use and accepted its terms as applicable to Licensee.

26. WARRANTIES AND DISCLAIMERS.

(a) By Licensee. Licensee hereby represents to ONR as follows:

(i) **Organization and Validity.** Licensee is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and this Agreement has been duly authorized by all necessary corporate (or other entity) action. This Agreement is the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms.

(ii) **Compliance with Laws.** Licensee will comply with all laws, rules, regulations, ordinances, and codes that are applicable to accessing and providing the Software including, without limitation, **Fla. Stat. §§718.101. By entering into this Agreement, ONR is exclusively a Licensor of the Software and not an agent, partner, employee, or joint venturer with Licensee or the property owner using the Services.**

(b) By Licensor. ONR hereby represents and warrants to Licensee as follows:

(i) **Organization and Validity.** ONR is duly organized, validly existing, and in good standing under applicable laws, and this Agreement has been duly authorized by all necessary corporate action. This Agreement is the legal, valid, and binding obligation of ONR, enforceable against ONR in accordance with its terms.

(ii) **Compliance with Laws.** ONR will comply with all laws, rules, regulations, ordinances, and codes that are applicable to providing the Software.

27. LIMITED DISCLAIMER OF WARRANTIES. THE INFORMATION SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ONR AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. ONR AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE OTHER THAN THOSE FOR WHICH THEY ARE SUITABLE AND FOR THEIR INTENDED PURPOSE AS PROVIDED FOR AND CONTEMPLATED BY THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS SPECIFIED ABOVE AND IN THIS AGREEMENT, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS".

28. LIMITATION OF LIABILITY. THE CUMULATIVE, AGGREGATE LIABILITY OF ONR TO LICENSEE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS OF ONR'S INSURANCE COVERAGE.

29. TERMINATION FOR MATERIAL BREACH. In the event that: (i) either Party commits any material breach of any of the representations, warranties, covenants, of obligations contained in this Agreement and (ii) such material breach is not cured within 30 days (or within five days with respect to a failure to make any payment required hereunder) after the non-breaching Party gives to the breaching Party written notice of such material breach, then the non-breaching Party will be entitled to terminate this Agreement immediately upon written notice thereof to the breaching Party.

30. BANKRUPTCY. In the event that either Party: (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within 60 days after being commenced; (ii) admits in writing its inability to pay its debts generally as they become due (or takes any corporate action tantamount to such admission); (iii) makes an assignment for the benefit of its creditors; or (iv) ceases to do business as a going concern; then in any such instance, the other Party will be entitled to terminate this Agreement immediately upon written notice thereof to the first Party.

31. DATA BACKUP. Licensee shall at all times, be solely responsible for ensuring that it has a copy of any User data (or portions thereof) that it may need for its ongoing operations outside of the ONR Software. Data within the ONR software will be stored for 7 years.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior written or oral agreements, communications, and understandings between the Parties with respect to the subject matter hereof. This Agreement is executed in English and no translation of this Agreement will have any effect on the interpretation hereof.

33. AMENDMENT. This Agreement nor ONR Privacy Policy and ONR Terms of Use may only be amended, modified, or supplemented by an instrument in writing specifically mentioning this Agreement and signed by both Parties.

34. WAIVER. No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy. The expressed waiver of any right or default hereunder will be effective only in the instance given and will not operate as or imply a waiver of any similar right or default on any subsequent occasion.

35. NOTICES. Written notice shall be deemed to have been duly served if delivered in person to the Licensee or Licensor, or if sent by certified mail return receipt requested, or by nationally recognized courier (i.e., FedEx, UPS) to the following addresses:

36. MISCELLANEOUS. This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court

of competent jurisdiction in Miami-Dade County, Florida. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. The Parties agree that a facsimile or pdf of a signed counterpart is as effective and has the same force and effect as the original thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Per: 
Name:
Title: president
Date: 07/24/2025

Description of Software:

The software referenced herein is called ONR. ONR is a digital voting platform and community management software for Condominium Associations and HOAs.

Site: www.onrapp.com

App: ONR APP