

Continuum Master Subscription Agreement

Version: 2026-09-final

Effective date: As stated in the Order Form

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Master Subscription Agreement

Version 2026-09

This Master Subscription Agreement (this “Agreement”) is between Continuum Technologies LLC, a Tennessee limited liability company (“Continuum”), and the association identified on the Order Form (the “Association”). This Agreement is effective as of the Effective Date stated on the Order Form. Continuum and the Association are each a “Party” and together the “Parties”.

1. DEFINITIONS

1.1 **"Association Data"** means data, documents, and materials supplied to Continuum by or for the Association, plus Association-specific records and outputs generated from them, including decision, reconciliation, and reserve-model records. It excludes Continuum Materials, service telemetry, and Third-Party Submissions. Association Data includes the Association’s separate evaluation and decision records concerning a Third-Party Submission, subject to the submitter’s underlying rights.

1.2 **"Authorized Organization"** means a property manager, professional practice, or other organization the Association authorizes to access the Services for the Association.

1.3 **"Authorized User"** means an individual the Association authorizes to access the Services, including its board members, officers, employees, and an Authorized Organization's personnel.

1.4 **"Continuum Materials"** means the Services and related software, models and model parameters, methods, schemas, taxonomies, workflows, templates, documentation, know-how, improvements, and other technology owned by or licensed to Continuum. It excludes identifiable Association Data but includes general learnings and aggregated or comparative insights created as permitted by this Agreement.

1.5 **"De-Identified Data"** means data derived from Personal Information that cannot reasonably be linked to an identified or identifiable person and is maintained under Section 7.4.

1.6 **"End User Terms"** means Continuum’s individual access and acceptable-use terms at the signed-in Platform legal area, Version 2026-09, accepted before access and updated under Section 14.6. **"Privacy Policy"** means Continuum’s privacy notice at <https://continuumhoa.com/legal/privacy>, Version 2026-09. Their respective roles and priority are governed by Section 14.5.

1.7 **"Order Form"** means a document executed by both Parties that references this Agreement and states commercial terms.

1.8 **"Personal Information"** means information linked or reasonably linkable to a person, including account, contact, device, network, owner, resident, unit, correspondence, and information about overdue assessments, dues, or other amounts owed to the Association by an identifiable owner or resident.

1.9 **"Platform"** or **"Services"** means the hosted software services described in Section 2.1, as updated from time to time.

1.10 **“Third-Party Submission”** means a bid, proposal, quotation, or other material submitted directly to the Platform for the Association by a person acting outside its capacity as an Authorized User.

2. THE SERVICES

2.1 **Scope.** During the Term defined in Section 5.1, Continuum shall provide the Platform’s generally available capabilities: (a) ingestion and normalization of supported financial statements into a consistent presentation; (b) reconciliation analysis identifying apparent differences or exceptions in submitted financial information; (c) reserve and capital models using data and assumptions entered or selected in the Platform; (d) governance and decision records linked to underlying data where available; and (e) elected notifications and digests. “Generally available” means released for ordinary production use. Supported inputs, functionality, and limits are those described in Continuum’s applicable documentation, subject to Section 2.4. Optional beta features and separately agreed custom services are excluded. Sections 3 and 8 govern the nature and limitations of these capabilities. Documentation is descriptive and does not expand the commitments in this Section; if it conflicts with this Agreement, this Agreement controls. Each capability is subject to the Association furnishing the materials it requires under Section 2.7.

2.2 **Access.** Continuum grants the Association a non-exclusive, non-transferable right during the Term to use the Services for its governance and financial administration.

2.3 **Authorized Users, Organizations, and Roster Administration.** Each individual accessing the Services must accept the End User Terms. The Association may authorize more than one Authorized Organization; each authorization is limited to that Association’s account and granted permissions. Individual acceptance does not by itself bind an employer or confer an independent subscription. Continuum may require an Authorized Organization’s authorized representative to accept separate organizational terms. An Authorized Organization’s personnel are bound by the End User Terms, including their organizational-user provisions; any separate agreement between Continuum and that organization governs its use to the extent it applies. The Association may authorize an Authorized Organization and is responsible for its Authorized Users’ and Authorized Organizations’ use as its own, except to the extent the relevant loss is caused by Continuum’s breach of this Agreement; concurrent unrelated misconduct remains the Association’s responsibility. The Association shall: (a) designate a subscription administrator and current officer or other representative of its governing body to be Authorized Users with active accounts and operational contact responsibilities; (b) maintain a complete roster of users, organizations, roles, and access; (c) review it quarterly and update it within five (5) business days after an election, appointment, departure, management transition, or other access change; (d) remove access within three (3) business days after it knows or reasonably should know access is no longer authorized; (e) provide reasonably accurate data; (f) safeguard credentials and report suspected unauthorized access; and (g) comply with all applicable laws. An administrator’s access does not itself confer authority to amend this Agreement or authorize disclosures under Section 7.5. Delegation to a property manager does not relieve the Association of the foregoing obligations. Continuum may rely on the latest roster and instructions provided and is not responsible for consequences of the Association’s failure to update them, except to the extent caused by Continuum’s breach. This Agreement covers only the Association identified in the Order Form. It grants no access to another Association’s account. Portfolio-wide access, integrations, resale, or rights beyond that Association require separate terms accepted by Continuum.

2.4 **Continuous Improvement.** Continuum may add, change, or retire features in the ordinary course without notice. Outputs may change without notice as data, software, models, methods, assumptions, or quality controls change. A changed output does not by itself establish error or breach. Demonstrations, plans for future features, and statements of expected development do not constitute a commitment to develop or deliver a feature unless

expressly included in an Order Form signed by both Parties. Continuum shall not materially diminish the capability categories in Section 2.1 during a paid Term.

2.5 Restrictions; Permitted Sharing. The Association shall not: (a) share credentials, resell, or provide the Services to unauthorized persons; (b) copy, scrape, reverse engineer, or decompile Continuum Materials; (c) use nonpublic Continuum information to develop or improve a competing product or model; or (d) disrupt or circumvent Platform security. The Association may use its Association Data and share reports for legitimate Association business, subject to law, confidentiality obligations, third-party rights, and included notices.

2.6 Beta Features. Continuum may offer optional features identified as preview, beta, pilot, or evaluation features, including an AI-assisted assistant. They are outside Section 2.1's committed scope. Continuum may change or end them without notice. They are provided "as is" without Section 10.1's warranty. Supplemental terms may apply if presented and accepted before activation, subject to Section 14.6. Applicable data-use, confidentiality, privacy, and security provisions continue to govern the data processed. Declining a beta feature does not affect generally available Services. Beta features may consume metered third-party computing resources. Continuum may set, change, and enforce limits on their use, including on the number, frequency, or volume of requests, at its discretion and without notice, and those limits may vary by Association, user, feature, or period. Reaching a limit is not a Service failure or breach and does not entitle the Association to a credit, refund, or extension. Beta features are provided at no additional charge unless an executed Order Form states otherwise.

2.7 Association Inputs. The Services depend on the Association furnishing, in supported formats, the source materials each capability requires, including periodic financial statements, bank statements and reconciliations, budgets, the current reserve study, governing documents, and other materials identified in the documentation. Continuum's obligations under Sections 2.1, 2.4, and 10.1 are conditioned on timely receipt of those materials. A capability that cannot be performed, or an output that is incomplete or outdated, because required materials were not supplied or were supplied late, inaccurately, or in an unsupported format is not a breach, a diminishment under Section 2.4, or a basis for refund, credit, or extension of a trial or term. Fees remain payable whether or not materials are supplied. The Association is responsible for obtaining materials from its property manager, accountant, reserve professional, and other agents; Continuum may request materials from them at the Association's direction but has no duty to do so. Outputs reflect the materials supplied as of their processing date.

3. INFORMATIONAL TOOL; INDEPENDENT JUDGMENT

3.1 Nature of the Services. The Services are informational and analytical tools, may contain errors or omissions, and are not a substitute for the Association's judgment or qualified professional advice.

3.2 No Professional Services; No Fiduciary Duty. The Services do not constitute a reserve study, audit, appraisal, or accounting, legal, tax, insurance, or investment advice. Continuum practices no licensed profession and is not the Association's fiduciary.

3.3 Decisions. The Association and its board or other governing body retain sole authority and responsibility for all financial, funding, assessment, capital, and governance decisions. Continuum does not make, approve, or ratify them.

3.4 Not a Consumer Report; No Individual Decisions. The Services and their outputs are not a consumer report, and Continuum is not a consumer reporting agency, under the Fair Credit Reporting Act or similar law. The Association shall not use outputs as the basis for a decision about an individual's eligibility for credit, insurance, housing, or employment, or as the sole basis for a lien, collection, or other adverse action against an

individual owner or resident, and shall independently verify the underlying records before taking any such action.

3.5 Product Disclosures. The Platform may display warnings substantially as follows: projections depend on stated assumptions and actual results will vary; reconciliation is not an audit; and AI-assisted output may be inaccurate or incomplete. The Association shall verify critical information and continue to use qualified professionals when professional judgment is required and consult them before acting.

3.6 No Third-Party Beneficiaries. This Agreement benefits only the Parties. No other person—including a homeowner, purchaser, lender, insurer, vendor, property manager, or adviser—may enforce it or rely on Continuum as owing that person a duty.

4. FEES AND PAYMENT

4.1 Fees. The Association shall pay the Order Form fees. The billable count includes the units or lots specified in the Order Form, whether occupied or vacant, and is fixed unless the Parties agree otherwise in writing. A count change does not limit Continuum's price-adjustment rights under Section 5.4. Any discount or credit applies only as expressly stated in the Order Form. Subscription credits do not apply to archival or data-enabled services unless expressly agreed. Annual prepayment does not entitle the Association to a discount unless expressly stated; the stated annual amount shall reflect any credits expiring during that period.

4.2 Invoicing; Payment. Unless the Order Form states otherwise, Continuum invoices monthly in advance; elected annual prepayment is invoiced in advance. Invoices are due within thirty (30) days. Fees exclude sales, use, transaction, and similar taxes or duties applicable to the Services. The Association shall pay those amounts if Continuum is legally required to collect them, unless it timely supplies a valid exemption certificate. Continuum remains responsible for taxes on its net income, property, and employees.

4.3 Disputed Amounts. The Association shall dispute an invoice in good faith by notice under Section 14.4 received before its due date, identifying the invoice, amount, specific grounds, and reasonably available supporting information. All undisputed amounts remain payable when due. The Parties shall seek to resolve a properly supported dispute within thirty (30) days after receipt and escalate unresolved matters to representatives authorized to settle them. Continuum shall credit any agreed billing error. If unresolved, the disputed amount becomes due fifteen (15) days after Continuum gives its written explanation and demand for payment. The Association may pay under protest and pursue its claim. A properly disputed amount is not past due before that deadline. An unsupported objection does not defer payment. Nothing waives a right that applicable law prohibits waiving.

4.4 Suspension. Continuum may suspend access on ten (10) days' notice if an amount due under Section 4.2 or 4.3 remains unpaid for thirty (30) days after its applicable due date. The notice may run during that thirty-day period, but suspension shall not occur before both periods have expired. Continuum may also suspend on notice reasonable under the circumstances for an imminent security or legal risk. Continuum shall preserve Association Data during a payment suspension and restore access after cure. Suspension does not waive payment obligations or Continuum's other remedies.

4.5 Non-Refundability. Fees are non-refundable except as expressly provided in Sections 5.2, 12.1, and 14.6, Schedule 1, Section 5.2, a signed Order Form, or mandatory applicable law. Any required refund is limited to actual net prepaid fees allocated to the unused service covered by the applicable refund right. No refund, credit, or extension arises from the Association's failure to furnish materials under Section 2.7.

4.6 Trials. An Order Form states any trial or promotional period and the recurring rate that follows. The Order Form shall identify the trial start, conversion date, post-trial rate, and first charge date. A trial counts toward the

initial term beginning on the Effective Date unless the Order Form expressly states otherwise. The Association may cancel the trial by notice under Section 14.4 received before the conversion date, without Section 5.2's initial-term or sixty-day restriction. Unless so canceled, the subscription converts to that recurring rate. Continuum shall send the Association's notice contact a conversion reminder between fifteen (15) and thirty (30) days before a free or reduced-rate trial first converts. Inaccurate contact information does not extend the trial.

5. TERM AND TERMINATION

5.1 Term. The initial term is stated on the Order Form (twelve (12) months, if unstated) and begins on the Effective Date. It then continues month to month until terminated (the "**Term**"). Annual prepayment is a billing election and does not itself create a new initial term.

5.2 Termination for Convenience. Either Party may terminate for any reason by notice under Section 14.4, effective on the later of (a) the last day of the initial term and (b) sixty (60) days after receipt of that notice, or a later date specified in the notice. Notice may be given during the initial term. This restriction does not limit an express cancellation or termination right elsewhere in this Agreement. If Continuum terminates for convenience, or the Association terminates for Continuum's uncured material breach under Section 5.3, Continuum shall refund prepaid unused fees pro rata. Association termination for convenience does not entitle it to a refund, including of annual prepayments.

5.3 Termination for Cause. Either Party may terminate if the other fails to cure a material breach within thirty (30) days after detailed written notice.

5.4 Fee Adjustments. After the initial term, the subscription continues at Continuum's then-current list price, less any applicable Order Form credit. Continuum may change fees at any point during the initial or subsequent terms on at least ninety (90) days' written notice stating the new fees and effective date; this notice also applies to an increase at the end of the initial term. No increase affects an already prepaid service period. An expressly agreed expiration of a credit or scheduled rate change is not a discretionary increase requiring additional notice. Continuing credits remain effective for their agreed duration. The Association may reject a discretionary increase by notice received before its effective date, terminating immediately before it takes effect notwithstanding Section 5.2. Continued use after the effective date accepts the increase, subject to mandatory applicable law.

5.5 Subscription Summary and Required Notices. Between thirty (30) and sixty (60) days before each annual anniversary, Continuum shall send a subscription summary and any anticipated fee change, plus notices required by applicable law. The Association shall keep its notice contact current. The annual summary does not replace or shorten the ninety-day fee-change notice required by Section 5.4.

6. EFFECT OF TERMINATION

6.1 Return of Association Data. If requested within sixty (60) days after termination, Continuum shall provide Association Data in commercially reasonable portable formats. Continuum may withhold export only for past-due amounts that are undisputed or have become due under Section 4.3. No payment condition permits withholding data that applicable law requires Continuum to return or make available notwithstanding nonpayment.

6.2 Deletion; Archival. Unless paid archival retention has been agreed, Continuum shall delete Association Data from production within ninety (90) days after the sixty-day export-request period in Section 6.1 ends, except routine backups, security and agreement records, and legally required retention. Backups expire through ordinary cycles under Schedule 1. The Association may request paid read-only archival retention before deletion. Archival service requires an Order Form or addendum signed by both Parties stating its fee, billing interval,

commencement and end dates, permitted users, export arrangements, renewal terms, and cancellation procedure. Continuum is not required to provide archival service without that agreement. Unless it states otherwise, archival access ends on the stated end date without renewal; requests for export must be made before that date, and production deletion occurs within ninety (90) days afterward, subject to this Section's retention exceptions. Sections 7 through 9, 11 through 14, and both Schedules continue to apply to the extent relevant to the archival service. Continuum need not delete Continuum Materials, telemetry, aggregated insights, or properly created De-Identified Data, none of which may reconstruct deleted source records. Retention does not expand the permitted uses of Personal Information.

6.3 Survival. Sections 1 (as needed to interpret surviving provisions), 2.5 (for retained materials), 2.7 (as to fees), 3, 6, 7.1, 7.3 through 7.8, 10.3, and 11 through 14 survive expiration or termination, subject to their stated limitations and durations. Accrued payment and express refund obligations survive. Section 7.2 survives as necessary for agreed archival service, return or deletion, permitted retention, legal compliance, and enforcement of this Agreement. Sections 2.3 and 9.4 apply during archival service only to the extent required by the archival terms. Section 8.2, applicable provisions of Sections 9.1 through 9.3, and Schedules 1 and 2 continue to govern retained information they protect. Survival does not override express deletion requirements. Any other provision that by its express terms or nature is intended to survive also survives, to the extent necessary to give it effect.

7. DATA OWNERSHIP AND RIGHTS

7.1 Ownership. The Association owns Association Data. Continuum and its licensors own Continuum Materials. The Association may perpetually use and share reports and exports delivered to it for legitimate Association business, subject to Section 2.5 and third-party rights.

7.2 Service License. The Association grants Continuum a worldwide, non-exclusive, royalty-free license to process Association Data to provide, maintain, secure, support, and administer the Services; comply with law; enforce this Agreement; and follow documented instructions. Continuum may use listed subprocessors. This license covers data supplied before the Effective Date, including during a trial or pilot.

7.3 Product Improvement and Insights. The Association grants Continuum a perpetual, irrevocable, worldwide, royalty-free license to use, combine, analyze, and transform Association Data other than Personal Information to develop, train, test, maintain, and improve Continuum's products, models, systems, and methods and to create and commercialize aggregated, statistical, or comparative insights. Without the Association's documented direction, Continuum shall not disclose its raw records, source documents, named results, or identity as an insight's source. Continuum shall use reasonable safeguards designed to prevent models or insights from reproducing Personal Information, source documents, or information expressly identifying a source Association. Resulting models, parameters, methods, relationships, and general learnings are Continuum Materials.

7.4 Personal Information; De-Identification. Continuum processes Personal Information in Association Data only under Schedule 1 or the Association's documented direction. Continuum shall not use Personal Information for cross-customer model training, include it in an external data product, or sell or share it for cross-context behavioral advertising. De-Identified Data may be used under Section 7.3 if Continuum maintains legally required safeguards against reidentification. This Section does not restrict disclosed use of account and service-usage information for Continuum's independent business purposes under the Privacy Policy. Association-record contents incidentally captured in telemetry, logs, support, or replay retain the protections applicable to the underlying information. Neither the telemetry exclusion nor a Privacy Policy update authorizes a use prohibited by this Agreement. Where applicable law requires, Continuum shall maintain reasonable measures against reidentification, make the required public commitment, and contractually require recipients of De-Identified Data to comply with applicable restrictions.

7.5 Association-Directed Disclosures; Data-Enabled Services. At the Association's written request in a Data Disclosure Authorization signed by an officer or other representative authorized to bind it for that purpose, Continuum may disclose specified Association Data to a named recipient or provide specified data-enabled services. The authorization shall identify the data, recipient, purpose, duration, and restrictions. Any fees must be disclosed and agreed in writing, specifying the payer, amount or calculation, payment terms, and any credit. Subscription discounts do not apply unless expressly agreed. Ongoing organizational access or payment obligations require separate recipient terms executed by its authorized representative; individual Platform users must accept the End User Terms. The Association cannot bind a recipient to payment by signing alone. The Association may revoke future discretionary disclosures or access by notice under Section 14.4; Continuum shall implement revocation within a commercially reasonable period, subject to applicable law and any agreed authorization terms. Revocation does not reverse completed disclosures, relieve accrued charges, or require Continuum to retrieve copies lawfully delivered to a recipient. No authorization permits unlawful processing. Otherwise, identified Association Data may be disclosed only under Sections 7.2 or 7.3 or Schedule 1.

7.6 Association Data Representations. The Association represents that it has authority to furnish Association Data for the processing described here. For third-party materials, this is a representation of processing authority, not ownership of the author's intellectual property. Continuum shall not republish a named third-party document except at the Association's direction or as required by law.

7.7 Feedback. The Association grants Continuum a perpetual, irrevocable, transferable, sublicensable, royalty-free right to use and commercialize feedback without attribution or obligation, but not to identify the Association publicly except under Section 14.7.

7.8 Third-Party Submissions. A submitter retains its rights in a Third-Party Submission. Delivery does not transfer ownership to the Association, which may use it for its intended purpose subject to applicable submission terms and third-party rights. Continuum may condition acceptance on submission terms granting the rights needed to host, process, secure, and deliver the material and to permit the intended review, recordkeeping, and export. The Association's separate evaluation and decision records are Association Data. Section 7.3 does not grant Continuum rights in a submitter's underlying intellectual property that the Association lacks authority to license; Continuum may obtain separate lawful rights from the submitter. Confidentiality, custody, return, and deletion rights in the original submission are governed by the applicable submission terms, and Personal Information is protected as required by applicable law. No ownership, accuracy, rights-clearance, or additional indemnity warranty arises merely from receipt of a submission. "Vendor Bid Information" means the nonpublic pricing, commercial terms, and substantive contents of a bid, proposal, or quotation submitted to the Platform for the Association, whether as a Third-Party Submission or uploaded by or for the Association, for so long as it remains nonpublic. Continuum shall not disclose Vendor Bid Information to a person that competes or may compete with the submitting vendor for the Association's business, including through reports, comparisons, insights, or other outputs. An Association instruction alone does not authorize that disclosure. Disclosure to the Association and its Authorized Users is not restricted. This restriction does not apply to (a) disclosure the submitting vendor authorizes in writing, including in its submission terms; (b) information that is public, or that the recipient already holds or obtains from a source other than Continuum; (c) disclosure required by applicable law; or (d) aggregated or statistical information drawn from no fewer than five (5) distinct submitting vendors that does not identify a vendor or disclose an individual submission. Continuum may track vendor-selection outcomes and use information as otherwise permitted by this Agreement, subject to this Section.

8. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

8.1 Computation; Acknowledged Limits. The Platform may use software and AI to ingest, classify, analyze, summarize, recommend, and respond. Ingestion may introduce errors; not every figure is traceable to a source document; and AI-assisted output may be incomplete or inaccurate. The Association shall verify critical outputs against source records and qualified professional advice.

8.2 Continuum and Provider Training. Continuum may train its own systems on Association Data other than Personal Information under Section 7.3. Third-party AI providers must, under written terms separate from this Agreement, treat Association Data as confidential and may not train their own general or service models on it. Continuum shall not enable provider training without amending this Agreement and satisfying applicable notice or consent requirements.

9. PRIVACY AND SECURITY

9.1 Analytics and Session Replay. Continuum may use analytics, monitoring, and session replay to secure, support, operate, and improve the Services as disclosed in the Privacy Policy. Session replay for an Authorized User begins only after an affirmative action accepting the disclosed replay practice; ordinary use or silence is not acceptance. The Privacy Policy describes the replay practice, and Continuum shall retain evidence of acceptance. Continuum shall configure replay consistently with the Privacy Policy and Schedule 2. Replay and any withdrawal mechanism shall comply with applicable law. No user acceptance authorizes prohibited processing of another person's Personal Information.

9.2 Data Processing and Security. Schedule 1 governs processing of Personal Information for the Association. Schedule 2 describes Continuum's security measures. Continuum currently has no SOC 2 report or other third-party certification. Continuum may update Schedule 2 without materially reducing overall security during a paid Term.

9.3 Incident Notification. A "**Security Incident**" is a confirmed security breach causing accidental or unlawful destruction, loss, alteration, disclosure of, or access to Association Data. Continuum shall notify the Association without undue delay and as required by law, provide then-available material information, take reasonable containment and mitigation steps, and reasonably assist with the Association's legally required response. Unsuccessful security breach attempts that do not compromise Association Data are not Security Incidents. Confirmation does not postpone a notification deadline imposed by applicable law.

9.4 Insurance. Continuum shall maintain technology errors-and-omissions and cyber-liability insurance with combined or separate limits of at least \$1,000,000 in the annual aggregate and shall provide a certificate of insurance on request. Coverage may be claims-made, subject to policy terms, exclusions, deductibles, retentions, shared limits, and defense-cost erosion. Additional coverages, limits, or periods apply only if expressly agreed in a signed Order Form. An insurance certificate does not amend this Agreement or increase liability under Section 11.

10. WARRANTIES AND DISCLAIMERS

10.1 Continuum Warranties. Continuum warrants that generally available Services will be performed professionally and will materially conform to Section 2.1. It shall investigate reported data errors and use commercially reasonable efforts to correct errors caused by its processing.

10.2 Association Warranties. The Association warrants that it authorized the Agreement and its signatory may bind it. Authorization may be given by its board or other lawful governing body or representative with the

necessary authority. On request, the Association shall provide the resolution, minutes, or other evidence of that authorization. To the extent permitted by law, an Association that has accepted the Services may not assert lack of authority as a defense to enforcement.

10.3 Disclaimers. Continuum is not responsible for errors, omissions, or delays in data supplied by the Association or its agents. EXCEPT FOR SECTION 10.1, THE SERVICES ARE PROVIDED "**AS IS.**" CONTINUUM DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. LIMITATION OF LIABILITY

11.1 General Cap. TO THE EXTENT PERMISSIBLE BY LAW, EXCEPT UNDER SECTIONS 11.3 AND 11.4, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY, OR FIVE HUNDRED DOLLARS (\$500.00) ONLY IF NO SUCH FEES WERE PAID OR PAYABLE FOR THAT PERIOD. THE \$500 AMOUNT IS NOT A MINIMUM CAP WHERE SUCH FEES ARE GREATER THAN ZERO. FEES ARE NET OF CREDITS, AND PREPAYMENTS ARE ALLOCATED TO THE SERVICE PERIOD THEY COVER. RELATED EVENTS ARE TREATED AS ONE EVENT. THE CAPS ARE AGGREGATE AND DO NOT RESET PER CLAIM OR CONTRACT YEAR.

11.2 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THEORY AND EVEN IF ADVISED OF THE POSSIBILITY, NEITHER PARTY IS LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR COST OF SUBSTITUTE SERVICES. CONTINUUM IS NOT LIABLE FOR AN ASSOCIATION'S DECISION OR ITS CONSEQUENCES, INCLUDING ASSESSMENTS, MAINTENANCE DEFERRAL, FUNDING SHORTFALLS, OR BUDGET OUTCOMES. The Association's indemnity under Section 12.2 covers expressly indemnified third-party amounts notwithstanding their characterization as an excluded category; the applicable cap under Section 11.4 remains in effect.

11.3 Enhanced Cap. Continuum's aggregate liability for breach of Sections 9.2, 9.3, or 13 involving Association Data or Personal Information, and for Section 12.1 indemnification, shall not exceed two (2) times the fees paid or payable for the twelve (12) months before the event. The first-event measurement and net-fee calculation in Section 11.1 also apply here, but its \$500 fallback does not. This enhanced cap applies only to the categories expressly listed here, replaces rather than adds to the general cap for those categories, and has no separate zero-fee minimum. Continuum's total liability for all capped claims together shall not exceed the greater of the applicable general cap and this enhanced cap, with claims outside this enhanced category remaining subject to the general cap. Continuum's defense expenses, indemnity payments, refunds, and any recoverable attorneys' fees count toward the applicable cap. No insurance limit increases a cap.

11.4 Exclusions. To the extent permissible by law, Sections 11.1 and 11.2 do not apply to the Association's payment obligations or either Party's fraud or willful misconduct. To the extent permissible by law, Section 11.1 applies to the Association's Section 12.2 indemnity. No provision excludes or limits liability to the extent applicable law prohibits that exclusion or limitation. This savings clause does not create a new category of indemnification or increase an otherwise enforceable cap.

11.5 Basis of the Bargain. The fees reflect this essential allocation of risk.

12. INDEMNIFICATION

12.1 By Continuum. To the maximum extent permitted by applicable law and subject to Section 11, Continuum shall defend the Association against a third-party claim that unmodified Services furnished by Continuum and used as permitted under this Agreement infringe intellectual-property rights, and indemnify it against damages finally awarded or agreed in a settlement approved by Continuum under Section 12.3. This obligation excludes claims to the extent arising from (a) Association Data or Third-Party Submissions; (b) combining the Services with data, software, equipment, or services not supplied by Continuum, where the claim would not have arisen from the Services alone; (c) modifications not made by Continuum; or (d) unauthorized use, including continued use after Continuum provides a noninfringing replacement or instructs the Association to stop the challenged use. For clarity, Continuum-selected infrastructure used to furnish the Services is part of the Services supplied by Continuum, except that this obligation does not extend to a claim that content generated by a third-party AI model infringes, beyond the amount Continuum actually recovers for that claim from the model provider. If a claim is made or reasonably anticipated, Continuum may obtain the right for the Association to continue using the Services, modify or replace them without material loss of the committed capabilities, or terminate the affected Services and refund prepaid unused fees attributable to them. Continuum retains discretion among those alternatives. These provisions state Continuum's entire obligation and the Association's exclusive remedies for third-party infringement claims, except to the extent prohibited by applicable law.

12.2 By the Association. To the maximum extent permitted by applicable law, the Association shall defend Continuum against a third-party claim caused by: (a) Association Data allegedly infringing, misappropriated, unlawfully collected, or unlawfully disclosed; (b) a material breach by the Association, its Authorized User, or its Authorized Organization of Section 2.3 or 2.5; (c) a disclosure or instruction under Section 7.5; (d) an Association decision under Section 3.3; or (e) the Association's distribution of reports, exports, or other outputs to a third party, or a third party's reliance on them, including any representation that an output is an audit, reserve study, or professional advice. The Association shall indemnify and hold Continuum harmless from damages, liabilities, reasonable costs, and attorneys' fees finally awarded or agreed in a settlement approved under Section 12.3, and shall bear the reasonable costs of the defense. It has no obligation to the extent Continuum's breach, negligence, or willful misconduct caused the claim. Receipt of a direct vendor submission alone does not make it Association Data; the Association remains responsible for its own covered use, decisions, and instructions.

12.3 Procedure. The indemnified Party shall give prompt written notice under Section 14.4, permit the indemnifying Party to control the defense and settlement with qualified counsel, and reasonably cooperate at its own expense. Delay in notice excuses an obligation to the extent materially prejudiced. The indemnified Party may participate with separate counsel at its own expense. No settlement may impose an admission, nonmonetary obligation, or unreimbursed payment on the indemnified Party without its prior written consent, not unreasonably withheld; a settlement without consent must fully release it from the covered claim. The indemnified Party may not settle at the indemnifying Party's expense without that Party's prior written consent. If the indemnifying Party fails to assume a required defense after written demand and a reasonable opportunity to act, the indemnified Party may defend and recover reasonable covered costs subject to Section 11, without duplicate recovery. Covered and uncovered claims shall be allocated reasonably. Continuum's performance and liability under Section 12.1, including defense costs, remain subject to all applicable limitations in Section 11. Upon exhaustion of the applicable cap, Continuum has no further defense or payment obligation and shall reasonably cooperate in transferring the defense. Section 12 does not create rights in nonparties contrary to Section 3.6.

13. CONFIDENTIALITY

13.1 Definition. “Confidential Information” means nonpublic information disclosed by or on behalf of a Party in connection with this Agreement that is designated confidential or reasonably understood as confidential from its nature and circumstances. Association Data is the Association’s Confidential Information. Continuum’s nonpublic software, models, methods, technical and security information, product plans, and business information are its Confidential Information, including such information disclosed in subscription discussions before the Effective Date. Copies and analyses are protected to the extent they contain Confidential Information. Publicly distributed standard agreement terms are not confidential merely because they form part of this Agreement. This Section does not change ownership or permitted uses under Section 7.

13.2 Obligations; Exceptions. The receiving Party shall use reasonable care to protect Confidential Information, use it only to perform or exercise rights under this Agreement, and disclose it only to personnel, professional advisers, insurers, and permitted subprocessors with a need to know and legal or contractual confidentiality obligations. The Association remains responsible for its Authorized Users and Authorized Organizations under Section 2.3. Permitted report sharing does not authorize disclosure of nonpublic Continuum technology. Duties do not cover information the receiving Party can demonstrate is public without breach, was lawfully known without restriction before disclosure, was independently developed without use of Confidential Information, or was rightfully received without restriction from another source. Legally compelled disclosure shall be limited to what is required and, where permitted, preceded by notice sufficient to allow protective relief where practicable. Any assistance seeking that relief is at the disclosing Party’s expense. This includes disclosures required by applicable Association records-access law; it does not authorize voluntary disclosure beyond Sections 2.5 and 7.1. Nothing requires violation of a lawful disclosure deadline. Security Incident notices remain governed by Section 9.3. Continuum may seek injunctive relief for misuse of its Confidential Information or technology, subject to applicable law and proof requirements.

13.3 Return; Duration; Permitted Uses. Upon termination or Continuum’s written request, the Association shall return or destroy Continuum’s Confidential Information it no longer needs for rights expressly surviving under this Agreement and, on request, certify completion. It may retain copies legally required or reasonably needed for governance records, subject to continuing confidentiality. Continuum’s return, deletion, archival, backup, and retention obligations for Association Data are governed exclusively by Section 6 and Schedule 1, subject to mandatory applicable law. Continuum may retain and use Continuum Materials, aggregated insights, and properly created De-Identified Data as permitted by Sections 6 and 7. These confidentiality duties last five (5) years after termination, continue while Personal Information or Association Data is retained if longer, and continue for trade secrets while they qualify as such under applicable law. Continuum’s exercise of rights expressly permitted by Section 7, within its safeguards and restrictions, is not a breach of this Section.

14. GENERAL

14.1 Governing Law; Venue; Jury and Class Waivers. Tennessee law governs this Agreement and related disputes without regard to conflict-of-law principles. Subject to mandatory applicable law, the Parties consent to exclusive personal jurisdiction and venue in the state courts located in Davidson County, Tennessee and the United States District Court for the Middle District of Tennessee sitting in Nashville, within their respective subject-matter jurisdiction. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND SHALL BRING CLAIMS ONLY INDIVIDUALLY, NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. This does not prevent procedures required by law in a third-party claim covered by Section 12 and does not purport to bind nonparties.

14.2 Attorneys' Fees. In an action to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs to the extent permitted by law, subject to Section 11. No amount may be recovered twice under this Section and Section 12.

14.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, not unreasonably withheld, conditioned, or delayed, except Continuum may assign to an affiliate or in a reorganization, financing, merger, acquisition, or sale of relevant business or assets, and the Association may assign to a lawful successor governing the same property. The assignee shall assume this Agreement. This Agreement binds and benefits the Parties and their permitted successors and assigns. An attempted assignment contrary to this Section is ineffective to the extent permitted by law. A change in the Association's board, other governing body, or property manager does not terminate or reduce the Association's obligations. This provision does not itself impose personal liability on those individuals.

14.4 Notices; Force Majeure. (a) Except where this Agreement expressly provides another method, notices shall be in writing and directed to the mailing or email address and attention contact in the Order Form, as updated by notice under this Section. Personal delivery or tracked courier notice is effective on documented delivery. Certified or registered mail is effective on documented delivery or refusal. Email is effective on the next business day after transmission unless the sender receives a delivery-failure notice, in which case it shall use another permitted method. A business day excludes Saturdays, Sundays, and federal holidays in Tennessee. Routine service messages may be delivered through the Platform. Contractual breach, termination, price-change, and material-update notices shall use this Section unless mandatory law requires another method. Security Incident notice may also be given directly to a designated security contact as necessary to avoid delay. These contractual notice rules do not govern or waive legally required service of process in judicial proceedings. (b) Neither Party is liable for failure or delay caused by events beyond its reasonable control, including natural disaster, war, civil disorder, governmental action, and utility, telecommunications, or third-party infrastructure interruption beyond its reasonable control. This exception does not excuse payment obligations. The affected Party shall use commercially reasonable efforts to mitigate and resume performance. Nothing excuses duties that applicable law prohibits excusing. Force majeure does not create an additional termination, refund, or service-credit right.

14.5 Entire Agreement; Precedence. This Agreement, its Schedules, and the executed Order Form are the entire subscription agreement and supersede prior proposals, discussions, and arrangements concerning that subject. Separate organizational, recipient, or custom-service terms apply only to their stated scope and do not amend this Agreement unless expressly agreed by the Parties. The End User Terms govern individual access and use; the Privacy Policy provides disclosures and is incorporated only where expressly stated. Neither individual assent nor a Privacy Policy update independently changes the Association's fees or permits data use prohibited by this Agreement. Conflict priority is: Schedule 1 for Covered Personal Data; a signed Order Form; the Agreement body; Schedule 2; End User Terms. A signed Order Form or amendment may vary Schedule 1 only by expressly identifying the provision modified and only to the extent permitted by applicable law. Purchase orders, procurement portals, invoices, and similar administrative forms do not modify this Agreement merely by issuance, processing, administrative signature, or payment. Customer invoicing procedures do not excuse or delay payment otherwise due unless Continuum expressly agrees in writing.

14.6 Updates to Standard Terms. Except for changes expressly permitted by this Agreement, amendments require a writing signed by both Parties. Continuum may update this Agreement for nonmaterial changes, legal or security requirements, or optional features. A material adverse change during the initial term takes effect at the first month-to-month renewal unless accepted sooner or earlier effect is reasonably necessary for law or security. During month-to-month service, a material change requires thirty (30) days' notice under Section 14.4; the Association may terminate by notice received before it takes effect, without Section 5.2's sixty-day restriction, and

receive a pro-rata refund of prepaid unused fees. Fee adjustments are governed by Section 5.4; this Section does not independently change an executed Order Form's fees, credits, or initial term. Material End User Terms changes require affected users' renewed acceptance, which does not itself amend the Association's rights under this Agreement. A change permitting AI-provider training under Section 8.2 must be an express amendment identifying that change and must satisfy applicable notice or consent requirements; a routine Privacy Policy update alone does not suffice. Changes do not retroactively alter accrued claims.

14.7 Publicity. Continuum may identify the Association by name as a customer unless an authorized Association representative opts out by written notice under Section 14.4. An opt-out applies prospectively after a commercially reasonable implementation period. Continuum need not recall previously distributed materials or remove references outside its control. Logo use, quotations, case studies, or specific results require prior written consent. Name-only customer publicity does not authorize disclosure of Association Data or attribution of an insight's source contrary to Section 7.3. Feedback remains subject to Section 7.7.

14.8 Miscellaneous. (a) Severability. If a provision is invalid or unenforceable, it shall be modified to the minimum extent the court may lawfully modify it or otherwise severed; the remaining provisions remain effective to the extent permitted by law. (b) No Waiver. Except for express deadlines and conditions in this Agreement, no failure or delay in exercising any right, power, or remedy operates as a waiver. No single or partial exercise precludes another or further exercise. A waiver must be in writing signed by the waiving Party and applies only to the matter stated; waiver of one breach does not waive another. (c) Independent Contractors. The Parties are independent contractors. This Agreement creates no partnership, joint venture, agency, employment, or fiduciary relationship. Neither Party may bind the other without express written authority. (d) Counterparts and Electronic Execution. Order Forms and permitted written amendments may be signed in counterparts, each an original and together one instrument. Electronic signatures and electronic delivery have the same effect as originals to the extent permitted by law, subject to the signatory authority required by Section 10.2.

14.9 Dispute Escalation; Time to Bring Claims. Before filing suit, other than for injunctive relief, unpaid fees, or a claim about to become time-barred, a Party shall give the other written notice describing the dispute, and representatives with settlement authority shall confer in good faith within thirty (30) days after that notice. To the extent permitted by law, a claim arising out of or relating to this Agreement, other than a claim for unpaid fees, must be brought within one (1) year after the claimant knew or reasonably should have known of the facts giving rise to it.

Schedule 1 Data Processing Terms

This Schedule applies when Continuum processes Personal Information in Association Data for the Association ("**Covered Personal Data**"). Where applicable law requires Continuum to process Personal Information in a Third-Party Submission as the Association's processor or service provider, this Schedule applies to that processing to that extent. This does not transfer ownership or expand Section 11.3's enhanced-cap categories.

1. SCOPE AND ROLES

1.1 The Association is the controller or business and Continuum its processor, contractor, or service provider under applicable privacy law. If the Association acts for another controller, Continuum is its subprocessor.

1.2 Continuum acts independently for business-contact, billing, agreement, security, authentication, fraud-prevention, support, and product-analytics records disclosed in the Privacy Policy. Contents of Association records incidentally captured in those records retain the protections applicable to the underlying data under Section 7.4.

1.3 This Schedule does not restrict rights in non-personal Association Data, Continuum Materials, telemetry, aggregated insights, or properly maintained De-Identified Data.

2. INSTRUCTIONS AND COMPLIANCE

2.1 The Agreement, service configuration, use, and documented Data Disclosure Authorizations are the Association's instructions. Continuum shall process Covered Personal Data only to provide, secure, support, and administer the Services; prevent fraud or abuse; comply with law; and follow documented instructions. Where legally permitted, Continuum shall notify the Association before legally compelled processing.

2.2 Continuum shall notify the Association if it reasonably believes an instruction violates privacy law and may suspend that instruction while the Parties work to resolve it.

2.3 The Association is responsible for lawful instructions, notices, consents, collection, and disclosures. Continuum is responsible for obligations applicable to it in its processing role.

3. PERSONNEL AND CONFIDENTIALITY

Continuum shall limit access to personnel and contractors who need it and are bound by confidentiality, and remains responsible for their compliance.

4. SECURITY

Continuum shall maintain Schedule 2's measures, proportionate to the processing and risk.

5. SUBPROCESSORS

5.1 The Association generally authorizes subprocessors identified in the current Subprocessor List provided to the Association before processing begins and available thereafter in the signed-in Platform legal area and on request to privacy@continuumhoa.com. Continuum shall impose materially protective privacy, confidentiality, and security terms and remain responsible as required by law.

5.2 Continuum shall give thirty (30) days' notice before a new subprocessor materially processes Covered Personal Data, except for urgent security or continuity needs. The Association may object on reasonable documented data-protection grounds. If no reasonable solution is available, Continuum may discontinue the affected feature or the Association may terminate it for a pro-rata refund of prepaid unused fees.

6. INDIVIDUAL RIGHTS AND REGULATORY ASSISTANCE

6.1 Continuum shall reasonably assist with verified access, correction, deletion, and portability requests, considering the processing. It shall refer an identifiable Association request to the Association unless law requires otherwise.

6.2 Continuum shall provide information reasonably necessary for legally required assessments or consultations. Nonstandard assistance may be charged at agreed rates where lawful.

7. SECURITY INCIDENTS

Continuum shall notify and assist the Association under Section 9.3, providing then-available material information about the incident and mitigation. Notice is not an admission of fault.

8. RETURN AND DELETION

Continuum shall return and delete Covered Personal Data under Section 6. Backups expire through ordinary cycles and, while retained, remain protected and are restored only for recovery, security, or legal purposes. Continuum may retain restricted records required by law or reasonably needed to defend claims. Nothing conditions a legally required return or deletion on payment where applicable law prohibits that condition.

9. INFORMATION AND ASSESSMENTS

9.1 No more than annually on reasonable request, Continuum shall provide then-available compliance information, such as Schedule 2, its Subprocessor List, reasonable questionnaire responses, and shareable provider reports.

9.2 If legally insufficient, further assessment scope, timing, confidentiality, security, and cost must be agreed in advance. Assessments may not expose another customer's data, source code, risky vulnerability details, or provider-restricted information. On-site inspection is required only by applicable law when documentary evidence is insufficient. These arrangements do not postpone or restrict an assessment or access right that applicable law makes mandatory; protective arrangements shall be used to the extent permitted by that law.

10. U.S. STATE PRIVACY TERMS

Where applicable law treats Continuum as a processor, contractor, or service provider, Continuum shall not sell Covered Personal Data, share it for cross-context behavioral advertising, use it outside the direct business relationship or permitted purposes, or combine it with other personal information except as lawful. The Association may take reasonable steps to verify compliance, and Continuum shall notify it if Continuum can no longer comply.

11. INTERNATIONAL TRANSFERS

Services use United States infrastructure. Before knowingly enabling a transfer requiring a cross-border mechanism, the Parties shall adopt the required clauses or mechanism. Continuum need not support an unstated country or transfer arrangement.

12. GENERAL

The Agreement's liability and dispute terms apply. Subject to an express lawful amendment under Section 14.5, this Schedule controls conflicts about Covered Personal Data and ends when Continuum no longer retains it, except surviving provisions.

ANNEX 1 — PROCESSING DETAILS

Subject matter

Hosting and operation of the Continuum Platform

Duration

The Term plus applicable export, deletion, backup, archival, and legal-retention periods

Nature and purpose

Hosting, organizing, analyzing, displaying, transmitting, supporting, securing, and extracting submitted information; elected communications and AI-assisted features

Data subjects

Authorized Users; owners and residents; property-manager, professional, vendor, and correspondent personnel; other people in Association records

Data categories

Contact, account, device/log, unit-linked, correspondence, financial, assessment and dues arrears, governance, document, and inquiry information submitted by the Association

Sensitive data

The Services are not intended for government identifiers, payment-card credentials, health data, biometrics, children's data, or protected-class information. Financial and assessment and dues arrears information may be processed.

Frequency

Continuous and as initiated by users, integrations, communications, and service operations

Return and deletion

Section 6 and Schedule 1, Section 8

Schedule 2 Security Measures

This Schedule describes Continuum's security practices, not a certification or guarantee against a Security Incident.

1. ARCHITECTURE AND TENANT ISOLATION

1. Services run on managed United States cloud infrastructure; records are property-tagged and protected by role, application, and row-level authorization.
2. Privileged credentials are restricted to server-side or administrative use; privileged routes are separately authenticated and authorization-gated.
3. Documents use access-controlled storage and, where implemented, time-limited signed links or authenticated delivery. Continuum separates staging and production and does not intentionally use live Association Data in public demos.

2. IDENTITY AND ACCESS MANAGEMENT

4. The Platform uses managed authentication, individual accounts, role-based functions, restricted secret stores, and periodic administrative-access review.
5. The Association controls invitations and remains responsible for roster accuracy and offboarding under Section 2.3.

3. ENCRYPTION AND COMMUNICATIONS

6. Production communications use HTTPS/TLS; infrastructure providers encrypt managed databases, storage, and backups at rest under their controls.
7. Customer-managed keys, field-level encryption, and end-to-end encryption are not included unless an Order Form states otherwise.

4. APPLICATION AND DEVELOPMENT SECURITY

8. Continuum uses source control, dependency locks, automated tests, type checks, and deployment checks appropriate to the Services.
9. Changes affecting authentication, tenant isolation, privileged routes, or data access receive targeted testing and review.
10. Continuum evaluates security updates and known vulnerabilities on a risk basis and validates inputs and authorization at material trust boundaries.

5. LOGGING, ANALYTICS, AND MONITORING

11. Continuum maintains operational and security-relevant logs for ordinary troubleshooting and incident investigation, subject to provider retention and data sensitivity.
12. Product analytics and session replay are governed by Section 9.1, the End User Terms, and Privacy Policy, with access limited to personnel with an operational need.
13. Continuum does not intentionally place secrets, authentication tokens, or raw Personal Information in custom analytics-event properties and maintains described masking and consent controls.

6. AVAILABILITY, BACKUPS, AND RECOVERY

14. Continuum uses provider backup and recovery capabilities and procedures for restoration after material failure; backups are encrypted and expire under provider and Continuum cycles.
15. No uptime percentage, service credit, recovery objective, or high-availability commitment applies unless stated on an Order Form.

7. SUBPROCESSORS AND DATA MINIMIZATION

16. Continuum evaluates listed subprocessors in proportion to their processing and limits data sent to AI infrastructure to what the requested feature reasonably needs.
17. Continuum prohibits AI-provider training on Association Data and configures providers to avoid uses inconsistent with the Agreement.

8. INCIDENT RESPONSE

18. Continuum maintains a process to identify, contain, investigate, mitigate, document, and learn from suspected events and coordinates with affected providers where practicable.
19. Continuum may suspend affected functionality to contain material risk and shall notify the Association under Section 9.3.

9. RETENTION AND DISPOSAL

20. Association Data is returned and deleted under Section 6 and Schedule 1, Section 8; temporary processing artifacts follow ordinary operational cycles.
21. Agreement, security, audit, billing, and legal-hold records may be retained under restricted access for evidence, security, and compliance.

10. ASSOCIATION RESPONSIBILITIES

Security is shared. The Association shall maintain accurate rosters, use individual accounts, protect its email and devices, review access, remove former users, minimize sensitive submissions, and report suspected compromise. Continuum is not responsible for security failures in Association-controlled systems or practices except to the extent caused by Continuum's breach.