

MAXLEASES SERVICES TERMS AND CONDITIONS

The MaxLeases Service Terms and Conditions (“Terms”), together with the terms set forth on any service order form that contains a reference to these Terms (the “Order”), constitute a legally binding and enforceable services agreement (the “Agreement”) by and between (1) the person or entity accepting these Terms (“Customer”) by entering into the Order via having a duly authorized representative sign or electronically accept the terms of such form; and (2) RentPath, LLC (“RP”). All capitalized terms used herein shall have the respective meanings ascribed to them in these Terms or the Order, as applicable. These Terms shall be deemed incorporated by reference into the Order; provided, that if any provision of the Order conflicts with any provision of these Terms, the provision of the Order shall prevail to the extent of the conflict. Customer and RP hereby acknowledge and agree as follows:

1. SERVICES.

- a. **Overview.** RP delivers a software solution (“MaxLeases”) to Customer that will provide an array of services for online lead management, lead tracking, lead communication tools, email client, organizer and scheduling (“Service” or “Services”). Additionally, MaxLeases may provide call-through telephone numbers for Customer (“MaxLeases Numbers”), the reporting and delivery of associated performance and user data in various media access (the “Data”), and call recording, measurement and monitoring solely for purposes of quality assurance and customer service through a third-party provider (the “Call Servicer”) via the Call Servicer’s telecommunications network, as specified on the applicable Order (collectively, the “Add-On Services”). Any properties added after the Start Date set forth on the applicable Order shall become part of this Agreement. RP acknowledges that elected Services may vary among subscribing (current and future) Sites, therefore Services and pricing will be outlined for “like” subscribing Sites on the Order. “Site” means a community or other facility at a single address. If Customer utilizes Services provided by the Call Servicer, as consideration for such Services, Customer will limit access to call recordings or records to those persons who are authorized to be on the receiving end of the recorded telephone calls (the “Call Receivers”) and others requiring access as part of their job. Customer is solely responsible for ensuring that all Call Receivers have been notified, have consented and have given permission to have their voice, identity and call content recorded, monitored, stored and divulged.
- b. **Use of Services.** Customer shall be responsible for obtaining and maintaining any computer and phone equipment and ancillary products (collectively, the “Equipment”) needed to access and use the Services. Customer shall also be responsible for maintaining appropriate security safeguards with respect to property for which it maintains ownership, control, use under license and/or access, including its Equipment, its Customer account, passwords and files, any Data acquired hereunder and any Confidential Information. Customer shall be solely responsible for its use of the Customer Data. Customer will not (and will not cause any third party to), directly or indirectly: reverse engineer, decompile or disassemble any Services or any software, documentation or data provided by MaxLeases in connection therewith (collectively, “MaxLeases Materials”); modify or create derivative works based on any Services or any MaxLeases Materials or any aspect or portion thereof; or copy (except for archival purposes), lease, distribute or otherwise transfer rights to any Services or any MaxLeases Materials; or remove any proprietary notices or labels. Customer agrees not to interfere with the proper working of any MaxLeases website. With the exception of any implementations expressly made available or approved in writing by RP, Customer may not use any automated means to access the MaxLeases websites, including agents, scripts, robots, or spiders. Customer will be deemed responsible for each of its agents, representatives, subcontractors, licensees, and any other Customer affiliates that have access to or otherwise use the Services or any MaxLeases Materials (collectively, “Customer Affiliates”), and their respective compliance with the terms of this Agreement.

2. TERMS OF AGREEMENT.

- a. **Term.** The Term of this Agreement shall be one (1) year beginning on the Start Date set forth on the Order, this Agreement will automatically renew for a like one (1) year Term subject to rate adjustments. Customers will be notified of any rate adjustments sixty (60) days in advance of the end of the Term.

- b. Termination for Convenience. Either Party may cancel this Agreement after the first month or billing period (“Period”) with a 30 day written notice for any or no reason.
- c. Termination for Non-Payment. RP may terminate this Agreement upon written notice to Customer if Customer fails to pay any amount owed to RP when due as set forth in Section 3.
- d. Termination for Other Cause. Either Party may terminate this Agreement upon written notice to the other Party if:
 - i. a Party is in material breach of any provision of this Agreement and such breach has not been cured within thirty (30) days after receiving written notice thereof from the other Party;
 - ii. a Party becomes the subject of a bankruptcy or any proceeding relating to insolvency, receivership, or liquidation, whether voluntary or involuntary, (ii) if a receiver or trustee is appointed for all or a substantial portion of the assets of such other Party, or (iii) the other Party makes an assignment for the benefit of its creditors.
- e. Effect of Termination. At the end of the Term, if the account has been paid in full, RP will, upon written request, release toll free tracking numbers to Customer. This excludes local numbers, “Vanity Numbers,” “Repeater Numbers,” or “True 800 Numbers,” which Customer hereby agrees will remain under the control of RP during and after the Term. A transfer fee of seventy five dollars (\$75) will apply to each tracking number released to the Customer. Upon termination or expiration of this Agreement, all rights and obligations hereunder shall immediately cease except for any terms that by their nature may reasonably be assumed to survive termination or expiration of this Agreement, including but not limited to Sections 4, 7, 8 and 10.

3. FEES.

- a. Amount. Customer agrees to pay RP the Net Billing Amount as set forth on the Order form for each Site(s).
- b. Payment Terms. Payment for each Period’s Service is due within thirty (30) days of the invoice date or the Services may be terminated immediately by RP. Alternatively, RP may suspend all or any portion of the Services until such time as all outstanding amounts are paid in full. Any disputes with respect to such payment shall be made by Customer in writing within thirty (30) days of the invoice date. Unpaid invoices will be subject to a finance charge of 1.5% per Period on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Termination of this Agreement and/or payment of late payment charges shall not prejudice any other rights or remedies that may be available to RP. Sales tax will apply to any Services that are delivered into a jurisdiction that taxes such services. Services not ordered at the time of execution may be added by Customer for a fee at any time during the Term of this Agreement. Full payment of all sums due under the remaining Term shall immediately become due upon early cancellation or termination.

4. RESERVATION OF RIGHTS; GOVERNMENT MATTERS.

- a. Reservation of Rights. This Agreement is not intended to, and shall not affect, ownership by either party of, or rights of either party in, any of its intellectual property rights, content, products and Services, and nothing set forth in this Agreement shall be construed as the assignment or transfer of any ownership rights in any of the foregoing from one party to the other. Nothing in this Agreement, will be deemed a license (by implication, estoppel or otherwise) under either party's patent rights or other intellectual property rights. Both parties reserve all rights not expressly granted. Any Data collected or created hereunder, during the Term and through Customer's account, that is specific to and in a form identifiable with Customer is, but only to the extent thereof, the intellectual property of Customer (collectively, the “Customer Data”), subject to RP's non-exclusive right to use such Data in connection with the delivery of its Services and operation of its business, which may include analyzing and reporting Customer Data on an aggregated basis, and without identifying Customer as the source thereof and without disclosing Personal Information. For the avoidance of doubt, RP uses all Data collected in connection with its business and operations, which may

include certain aggregated Customer Data in an unidentifiable form, in connection with the conduct of its business and operations which includes (a) creation of operational statistics for internal use only; (b) creation and inclusion in financial reporting of aggregate statistics regarding Services performed; (c) creation and inclusion in marketing materials of aggregate statistics highlighting the capabilities of the Services; and (d) advancing and improving existing products and Services, creating new and enhanced product and services, and development and publication of market and industry intelligence and expertise, all of which in such form shall be and remain the intellectual property of RP.

- b. MaxLeases Numbers. Customer shall not have the right to use the MaxLeases Numbers other than as explicitly set out herein without the prior written consent of RP. As between the parties, all MaxLeases Numbers remain the property of RP, pursuant to agreements with its various telephone carriers and vendors, and are made available to Customer solely for use in accordance with the terms and conditions of this Agreement and subject to applicable law and regulation. Upon expiration or termination of this Agreement, all rights of Customer to the use of the MaxLeases Numbers as well as the Services shall cease absolutely. Thereafter, Customer shall take all reasonable steps to remove, amend or cancel all publications, advertisements, promotions and other items bearing any MaxLeases Number and shall not thereafter distribute or sell any Ad Media or other item whatsoever bearing any MaxLeases Number. The parties acknowledge and agree that Customer's use of any MaxLeases Numbers may be further limited by, among other factors, changes to telephone carrier terms, changes in carrier relationships, guidelines recommended by Federal, state or local regulators, or changes to applicable law and regulation from time to time. Additionally, RP reserves the right to set limits on the volume of MaxLeases Numbers made available hereunder and makes no guarantee that local MaxLeases Numbers will be available for specific area codes.
- c. Government Matters. Customer may not remove or export from Customer's jurisdiction or allow the export or re-export of the Services or anything related thereto in violation of any applicable export control or similar restrictions, laws or regulations. RP is not a telephone company. RP purchases telecommunications services from third parties and uses such services to provide enhanced service products to Customer. If at any time RP's right to allocate MaxLeases Numbers or otherwise provide the Services to Customer is impaired or regulated by any governmental or quasi-governmental entity, including, the U.S. Federal Trade Commission, the U.S. Federal Communications Commission or any state public utility commission (or equivalent or similar agencies in non-U.S. jurisdictions, if applicable under the Order), RP shall have the right to terminate, suspend or amend this Agreement automatically upon written notice and to cause Customer to remove or withdraw any advertising material containing any MaxLeases Number. RP shall have no liability or obligation to Customer of any kind arising out of such a termination, suspension or change in Services, as the case may be.

5. CUSTOMER'S OBLIGATIONS.

- a. Customer hereby agrees and acknowledges that RP may review and evaluate digitized telephone calls for RP's internal quality assurance and for delivery of call recordings. RP reserves the right to utilize and publish aggregate call traffic statistics in a fashion that does not identify Customer. RP will never resell Customer's proprietary information. RP will not reveal Customer's data to any third party, except as necessary for the delivery of the subscribed Services, without the express, written consent of the Customer. Customer acknowledges RP reports are solely for use by Customer and its employees or agents. Resale or distribution of this information, directly or indirectly, by Customer or any affiliate of Customer, is prohibited. Lists of caller phone numbers, names and addresses are provided for the Customer's use in contacting its customers or prospects. Customer's distribution or resale of such information is prohibited.
- b. Customer agrees to assign an employee as a "point person" to assist RP in implementing Service. Said Customer employee will have sufficient authority to obtain and transfer to RP in a timely fashion such marketing, training, and other information as is necessary to install and maintain the Services and to assure cooperation from Customer's organization.
- c. Customer is responsible to notify RP of any change of local area code at subscribing Site(s).

- d. During the Term, Customer agrees that RP shall remain the sole owner of all toll-free numbers assigned by RP to Customer. During or after the Term, Customer expressly agrees to make no claim to any “Vanity Number,” “Repeater Number,” or “True 800 Number” assigned by RP. Vanity Numbers are telephone numbers that spell words on the telephone keypad. Repeater Numbers are numbers with numeric digit patterns that sequence or repeat. True 800 Numbers are toll-free numbers beginning with the area code (800). All such numbers will remain the sole property of RP except under an express, written agreement with RP to the contrary.
- e. Customer agrees to utilize MaxLeases Numbers only for tracking marketing response. Use of MaxLeases Numbers to track service or maintenance calls will require a separate agreement and separate fee(s).
- f. Customer acknowledges the accuracy of MaxLeases reports and analyses depends upon Customer's correct placement of each assigned MaxLeases Number in its appropriate advertising source, and Customer's provision of accurate ad budget information to MaxLeases.

6. REPRESENTATIONS.

- a. Customer. Customer represents and warrants during the Term that: (i) any and all information Customer provides under this Agreement is true, accurate and complete; (ii) it is not engaged in any fraudulent, misleading or deceptive practices; (iii) it has full power and authority to enter into this Agreement; (iv) it has and will have, during the Service Term, all consents, approvals, licenses and permissions, necessary for Customer to perform all of its obligations hereunder and for RP to exercise all of its rights hereunder; (v) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; (vi) it shall use the Services (and any Data acquired in connection therewith) in full compliance with all applicable laws and regulations and rules of any governmental or regulatory body, and including those relating to advertising, privacy, marketing and telephone solicitation (for the avoidance of doubt, this shall include federal "Do-Not-Call" rules); (vii) it shall obtain and maintain throughout the Term, the full right and authority (including by way of any consents or appropriate advance notifications as may be required under applicable law) for (a) any monitoring of calls that may be enabled as part of the Services; (b) the transfer of Personal Information to RP as contemplated hereunder; and (c) any other collection, use, transfer, disclosure or other processing by RP of such information for the purposes contemplated under this Agreement; and (viii) it has established proper procedures to protect the privacy of its customers' Personal Information, and otherwise comply with all applicable laws with respect to the Data acquired by Customer hereunder.
- b. RP. RP represents and warrants during the Service Term that: (i) it is not engaged in any fraudulent, misleading or deceptive practices; (ii) it has full power and authority to enter into this Agreement; (iii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; (iv) it shall provide the Services in full compliance with all applicable laws and regulations and rules of any governmental or regulatory body, and including those relating to advertising, privacy, marketing and telephone solicitation (for the avoidance of doubt, this shall include federal "Do-Not-Call" rules); and (v) it has established proper procedures to protect the privacy of its customers' Personal Information, and otherwise comply with all applicable laws with respect to the Data stored or processed on behalf of Customer hereunder.

- 7. **CONFIDENTIALITY.** Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose non-public, confidential information (the “Confidential Information”). The Receiving Party agrees that it shall maintain the Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party without prior written approval from the Disclosing Party throughout the Term and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status is maintained; and (ii) with respect to Confidential Information that does not constitute a trade secret, for a period of two (2) years following the Term. Each party may disclose Confidential Information, subject to the confidentiality provisions hereof, (i) on a “need to know” basis to its officers, directors, accountants and attorneys, and (ii) in respect of any legal, tax or regulatory obligation or requirement. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without

fault of the Receiving Party, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is otherwise required to be disclosed by court order, law, regulation, securities exchange requirement, receipt of a criminal or civil subpoena, or written request from governmental authorities requesting information in connection with a criminal proceeding. Without limiting any other provision of this Agreement, each party shall retain all right, title and interest in and to its Confidential Information, including all intellectual property rights inherent therein or appurtenant thereto. For the avoidance of doubt, the parties acknowledge and agree that Confidential Information includes personal information, including call-related, caller related and Call Receiver related personal information that may be included in the data processed under this Agreement and that each of the parties shall treat such Confidential Information in accordance with the terms of this Section, in addition to, without limiting, the requirements that each of the parties has with respect to the data generally under this Agreement and applicable law.

8. **INDEMNIFICATION.** Customer expressly agrees to indemnify and hold harmless RP, its shareholders, directors, officers, employees, agents, representatives, successors and assigns against any liabilities, demands, claims, actions, assessments, losses, costs, damages or expenses, including reasonable attorneys' fees, arising out of any litigation, claim or liability arising from Customer's use of the Services.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, RP MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES TO CUSTOMER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE OR COURSE OF DEALING) REGARDING THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF THE PRODUCTS OR SERVICES PURCHASED OR ANY OTHER WEBSITES OR URLS OWNED OR CONTROLLED BY RP OR ITS AFFILIATES HEREUNDER.
10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL RP'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID TO RP PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE MONTH PERIODS. RP MAKES NO REPRESENTATION OR WARRANTY REGARDING FEATURES OR SERVICES PROVIDED BY THIRD PARTIES. RP SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE TO PROVIDE SERVICES DUE TO SYSTEMS OR TECHNOLOGICAL FAILURE OR MALFUNCTION, OR ANY OTHER CIRCUMSTANCES OUTSIDE OF RP'S CONTROL.
11. **MISCELLANEOUS.**
 - a. **Titles.** Titles or paragraph headings are solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction on any provision of this Agreement.
 - b. **Governing Law.** This Agreement is governed by the laws of Delaware.
 - c. **Attorney's Fees.** In the event any party brings an action to enforce the terms of this Agreement or declare rights hereunder, the non-prevailing party agrees to pay the prevailing party or parties' costs and reasonable attorneys' fees incurred in connection therewith.
 - d. **Entire Agreement.** This Agreement and the Order constitutes the entire agreement between the parties relating to the Services specified in the Order, superseding all prior or contemporaneous oral or written agreements concerning such subject matter.
 - e. **Severability.** If any of the provisions or portions of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
 - f. **Successors and Assigns.** This Agreement may not be assigned by Customer without RP's consent, and any such attempted assignment shall be void and of no effect. Subject to the foregoing, this Agreement binds and

inures to the benefit of the parties' successors and assigns. RP may assign this Agreement in its entirety (including all Order Forms), without the Customer's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

- g. Notices. Any notice required or permitted by this Agreement shall be made in writing and will be deemed given as of the day the notice is received either by messenger, delivery service or certified mail, postage prepaid or sent (if via email) and such notice must be addressed (i) if to RP, to RentPath, LLC, Attn: General Counsel, 3585 Engineering Drive, Suite 100, Norcross, Georgia 30092; (ii) if to Customer, to Customer at the email address stipulated on the corresponding Order. Any cancellation of service notice(s) by Customer may be sent to support@maxleases.com.
- h. Modifications. RP may modify these Terms by posting a revised version to its website. Customer's continued participation in the Services following such changes signifies Customer's acceptance of such modifications.