

# Terms & Conditions

## RENTTRACKER.COM LLC TERMS OF USE AGREEMENT:

BY (I) USING, ACCESSING, AND/OR LOGGING IN TO RENTTRACKER.COM LLC; (II) TRYING OR EVALUATING RENTTRACKER.COM LLC PRODUCTS OR SERVICES; OR (III) HAVING AN ACCOUNT WITH RENTTRACKER.COM LLC, YOU ("USER"), ON BEHALF OF YOURSELF INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION, ENTITY, OR COMPANY BY WHICH YOU ARE EMPLOYED OR FOR WHOM YOU PROVIDE SERVICES, AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF RENTTRACKER.COM LLC'S SOFTWARE SERVICE AND ALL RELATED SERVICES (HEREINAFTER COLLECTIVELY THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL INCLUDE SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MUST DECLINE THE ACCEPTANCE OF THIS AGREEMENT.

As part of the Service, RentTracker.com LLC may from time to time provide User with various goods, services, and/or licenses for the permitted use of the Service. User's registration for, or use of, the Service is conditioned upon User's agreement to abide by and be governed by this Agreement as well as by any materials available on the RentTracker.com LLC website incorporated by reference herein. For reference, a Definitions section is included at the end of this Agreement.

### 1. Privacy & Security

Use of and access to the Service and the Content is limited to the privacy and security limitations as set forth herein, including without limitations in Paragraphs 2, 5, 11, 13, 15, 16, and 17.

### 2. Permitted Usage and Restrictions

RentTracker.com LLC hereby grants User a non-exclusive, non-transferable, right to use the Service, solely for User's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to User are reserved by RentTracker.com LLC. User agrees not to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" or hyperlinks to the Service (with the exception of links to User's customer ordering page, hosted by RentTracker.com LLC) or "frame" or "mirror" any Content on any other server, wireless device, or Internet-accessing device; and (iv) reverse engineer the Service for any purpose whatsoever, including without limitation to (a) build a competitive or similar product or service; (b) build a product using similar ideas, features, functions or graphics of the Service; or (c) copy, imitate, or otherwise replicate or attempt to duplicate ideas, features, functions or graphics of the Service. RentTracker.com LLC reserves the right to restrict, control, limit, suspend, interrupt, cancel, disconnect, and otherwise terminate User's access and/or use of the Service, the Content, and all components of the RentTracker.com LLC software service, at any time and without any prior notice, for any reason, or for no reason at all, subject to RentTracker.com LLC's sole and absolute discretion, provided however, that RentTracker.com LLC will provide a pro-rated refund of pre-paid charges charged to User. RentTracker.com LLC further reserves the right to interrupt, discontinue, temporarily or permanently, at RentTracker.com LLC's sole and absolute discretion, User's access and/or use of the Service, the Content, and/or the RentTracker.com LLC software service, at any time and without any prior warning to User.

### 3. User Responsibilities

User is responsible for all activity and transactions in connection with User's use of the Service. User hereby agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with User's use of the Service, including those laws, treaties, and regulations related to data privacy, international communications, and transmission of technical data, personal data, and/or Customer Data. User agrees to and shall within twenty-four (24) hours of discovery: (i) notify RentTracker.com LLC in writing of any and all unauthorized use of any account or Service including any and all known and/or suspected breach of security; and (ii) report to RentTracker.com LLC and use reasonable efforts to stop, cease, desist, and prevent any and all copying or distribution of Content that User knows, or reasonably should know, or suspects including without limitation by User's affiliates, customers, vendors, and suppliers. User shall not impersonate a RentTracker.com LLC user, employee, or agent at any time for any purpose. User shall not provide false or inaccurate identity or identifying information in connection with the use of or access to the Service. User shall not use or access the Service to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right by holder. Further, User agrees not to use the Service in any way, manner, or technique that may, will, or is likely to interfere with, disrupt, or impact RentTracker.com LLC, its network, related networks, the Service, the Content, or any and all other services rendered by RentTracker.com LLC to other customers.

### 4. Responsibility for User Communications

User is solely responsible for the content of all visual, written and audible communications sent, received, communicated, or delivered using the Service and the Content. User agrees to refrain from sending, transmitting, and communicating unsolicited material, including without limitation e-mail communications outside User's business entity, company, or organization, and to further refrain from using, manipulating, or implementing the Service in any manner for such unauthorized and/or unlawful purpose. User further agrees not to use the Service to communicate objectionable, offensive, obscene, unlawful, or unreasonable message(s) or material, including but not limited to material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party, or is otherwise unlawful under any jurisdiction of the United States of America, or that would give rise to civil and/or criminal liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation, in any jurisdiction of the United States of America.

### 5. Account Information and Data

RentTracker.com LLC does not own any data, information or material that User may from time to time submit to RentTracker.com LLC and/or the Service in the course of using the Service. User, not RentTracker.com LLC, bears sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, safekeeping, appropriateness, intellectual property ownership, and right to use of all Customer Data. RentTracker.com LLC shall not be responsible or liable for the deletion, correction, alteration, modification, destruction, damage, loss of any Customer Data under any circumstances. User acknowledges that RentTracker.com LLC does not undertake to store or otherwise safeguard, keep, or maintain any Customer Data. Any and all Customer Data that may from time to time be stored on the servers, computers, networks, or devices of RentTracker.com LLC is not subject to confidentiality. User warrants that no privileged or confidential information will be relayed, stored, communicated, maintained, kept, or transmitted through the Content. User assumes all risks associated with any data and Customer Data, including without limitation the data uploaded to, downloaded from, stored on, transmitted to, or communicated through RentTracker.com LLC, including without limitation the Content, which risks include but are not limited to risk of destruction, risk of publication, risk of alteration, risk of loss, and risk of manipulation by RentTracker.com LLC and by any third parties that may from time to time have access to record(s) that may from time to time be uploaded to, downloaded from, stored on, transmitted to, communicated, transmitted, maintained, kept, stored, or otherwise handled by RentTracker.com LLC including without limitation the Service.

## 6. Intellectual Property Ownership

RentTracker.com LLC alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the RentTracker.com LLC Technology, the Content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party whether affiliated to User or otherwise, relating to the Service. This Agreement is not a sale and does not convey to User any rights of ownership in the Service. User does not acquire any ownership interest in any intellectual property developed, maintained, organized, created or formulated by or for RentTracker.com LLC. RentTracker.com LLC technology and the Intellectual Property Rights are owned exclusively by RentTracker.com LLC. The RentTracker.com LLC name and the RentTracker.com LLC logo, mark, designs, and all related product names associated with the Service or the Content are trademarks of RentTracker.com LLC or third parties, and no right or license is granted to use them except as is expressly authorized by RentTracker.com LLC.

## 7. Third Party Interactions

During use of the Service, User may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between User and the applicable third-party. RentTracker.com LLC and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between User and any such third-party. RentTracker.com LLC does not endorse any websites on the Internet, including without limitation websites that are linked through or from the Service or the RentTracker.com LLC website. RentTracker.com LLC provides these links to User only as a matter of convenience, and in no event shall RentTracker.com LLC or its licensors be responsible for any content, products, or other materials on or available from such websites. RentTracker.com LLC provides the Service to User pursuant to the terms and conditions of this Agreement. User recognizes, however, that certain third-party providers of ancillary software, hardware and/or services may require User's agreement to additional and/or different or agreement(s) or other terms prior to User's use of or access to such software, hardware or services, which may from time to time be required in connection with User's use of the Service. Such agreement(s) are between User and the applicable third party.

## 8. Charges and Payment of Fees

User shall pay all fees and charges to User's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will vary with the level of service selected, in addition to additional service charges that may apply. All payments for services will be charged to the credit card, debit card, or bank account provided by User. User is responsible for paying for all fees and charges billed to User in connection with User's use of the Service, whether or not such Service is actively used or whether or not the Service was effective, implemented, or installed. RentTracker.com LLC will continue to bill and charge User for the Service until notified otherwise in writing by User. User must provide RentTracker.com LLC with a valid credit card, debit card, or approved bank account as a condition for use and access to the Service. RentTracker.com LLC reserves the right to modify its fees and charges and to introduce new charges at any time, upon thirty (30) days prior notice to User, which notice may be provided by e-mail, telephone, or by a message-box notification as part of the use of the Service. Such message-box notification shall constitute written notice in accordance with the terms of this Agreement.

## 9. Billing and Renewal

RentTracker.com LLC charges and collects fees, charges, and billings related to the Service in advance for use of the Service. RentTracker.com LLC automatically renews User's subscription and bills User's credit card or account for such subscription every month for monthly access to the Service. Fees for other services will be charged on an as-quoted basis. RentTracker.com LLC's fees and charges are billed exclusive of applicable taxes, levies, and duties imposed by

taxing authorities and governmental agencies, for which User shall be solely responsible. User represents that User shall promptly pay all applicable taxes, levies, and/or duties that may arise in connection with User's use of the Service. User agrees to provide RentTracker.com LLC with complete and accurate billing and contact information at the time of registration and commencement of use of the Service. User represents that any and all billing and contact information provided to RentTracker.com LLC is complete and accurate. User shall notify RentTracker.com LLC in writing within seven (7) business days of any change to User's billing and/or contact information. User's billing and/or contact information includes without limitation User's full legal name (individual or entity), physical street address, e-mail address, contact person, telephone number, and credit card, debit card, or bank account information of an authorized billing contact. If the contact information User provided to RentTracker.com LLC is false or has been fraudulently or wrongfully obtained, RentTracker.com LLC reserves the right to terminate User's access to the Service in addition to asserting any and all other legal remedies available to RentTracker.com LLC including without limitation seeking injunctive, monetary, and equitable relief. Unless RentTracker.com LLC in its sole and absolute discretion determines otherwise, Users whose operations are primarily centered in the United States of America will be billed and charged in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"). Users whose operations are primarily centered in Canada will be billed and charged in Canadian dollars and will be subject to HST. In the event that User disputes, or disagrees with any fee, charge, billing, or invoice, User must notify RentTracker.com LLC in writing within thirty (30) days of the charge date of any such disputed fee or charge. User's failure to timely provide written notice to RentTracker.com LLC shall constitute a waiver of a right to dispute the validity of the charge and further shall constitute User's acceptance of the fees, charges, and amounts charged as accurate and legitimate charges with respect to User. User's failure to dispute any amount charged to User's credit card, debit card, bank account, or charge card, shall constitute User's expressed consent to the validity and accuracy of the amount charged. RentTracker.com LLC offers a thirty (30) day money-back guarantee, as follows and subject to the following terms: User may within thirty (30) days of the initial charge date, request a refund of (i) User's first monthly Service fee; and (ii) User's setup fee; provided however that User must timely submit a written refund request to RentTracker.com LLC.

#### 10. Non-Payment and Suspension

In addition to all other rights granted to RentTracker.com LLC herein and/or by operation of law, RentTracker.com LLC reserves the right to suspend and/or terminate this Agreement and User's access to the Service and/or the Content, at RentTracker.com LLC's sole and absolute discretion in the event that User's account becomes delinquent. A User account enters "delinquent" status if payment for the use and/or access to the Service and/or Content is not made before 12:00 p.m. PST on the date on which it is due. Delinquent charges are subject to immediate suspension and/or termination at RentTracker.com LLC's sole and exclusive option, without prior notice to User. User agrees to continue to be bound by the terms of this Agreement throughout the duration of any suspension and/or termination of this Agreement for any reason including without limitation termination for non-payment. If User or RentTracker.com LLC terminate this Agreement, User consents to a charge to User's credit card, debit card, and/or a debit from User's bank account in the sum of the final balance payable to RentTracker.com LLC as at the time of termination as determined by RentTracker.com LLC and in accordance with RentTracker.com LLC's standard billing practices and procedures and in accordance with this Agreement. RentTracker.com LLC reserves the right to impose a reconnection fee to restore use of the Service or access to the Content or the Service, at RentTracker.com LLC's sole and absolute discretion, in the event User's Service and/or access to the Content shall become suspended or terminated at any time for any reason including without limitation for non-payment. User agrees and acknowledges that RentTracker.com LLC has no obligation to retain and/or store Customer Data or any information uploaded to or transmitted through or to the Service, and that any and all Customer Data may be irretrievably deleted and purged from all systems and/or databases in the custody, possession, or control of RentTracker.com LLC in the event that User's account is delinquent thirty (30) days or more.

#### 11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement shall be effective as of earliest of (i) the time that User subscribes to the Service; (ii) the time that User accesses the Service; (iii) the time that User accesses the Content; or (iv) the time that User downloads or uploads any information to or from RentTracker.com LLC. The Initial Term will be determined at the time of subscribing or registering for access to the Service, or as otherwise mutually agreed upon, commencing on the date User agrees to subscribe to the Service. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms at RentTracker.com LLC's then current fees, until termination. A free trial period shall not exceed three (3) days, except upon the prior approval of RentTracker.com LLC. User's access to the Service shall expire, and the free trial period shall terminate automatically, upon the expiration of three (3) days from the date of commencement of the free trial period, unless otherwise approved in advance by RentTracker.com LLC. RentTracker.com LLC reserves the right to cancel a free trial User's access to the Service and/or the Content at any time subject to its sole and absolute discretion, without any notice or warning to User.

#### 12. Termination

A breach of User's payment obligations, entry of delinquent status, or any unauthorized use of the RentTracker.com LLC Technology or of the Service shall automatically be deemed a material breach of this Agreement. In the event that User breaches this Agreement or otherwise fails to comply with the directions, requirements, or specifications of RentTracker.com LLC, RentTracker.com LLC may, in its sole discretion, terminate User's account, restrict and/or limit User's access to and/or use of the Service, in part or in full. In the event of exigent circumstances, at RentTracker.com LLC's sole and exclusive discretion, RentTracker.com LLC reserves the right to cancel User's account and/or User's access to the Service, or to otherwise limit, hinder, delay, or restrict User's access to or use of the Service without any prior warning or notice to User whatsoever. RentTracker.com LLC reserves the right to terminate a free and/or trial account at any time in its sole discretion for any reason or for no reason at all. User agrees and acknowledges that RentTracker.com LLC has no obligation to retain any Customer Data, and may delete at its sole discretion any Customer Data that may from time to time be stored or maintained at or by RentTracker.com LLC.

#### 13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. User represents and warrants that User has not falsely identified itself nor provided any false information in connection with its communications with RentTracker.com LLC, including without limitation the billing information provided. User represents and warrants that any and all statements by User to RentTracker.com LLC were truthful and accurate.

#### 14. Indemnification

User shall indemnify and hold RentTracker.com LLC, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim which, if true, would constitute a violation by User of User's representations, warranties, or commitments hereunder; or (iii) a claim arising from the breach by User or User's users or affiliates in connection with this Agreement.

RentTracker.com LLC shall have no indemnification obligation, and User shall indemnify RentTracker.com LLC pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of User's products, service, hardware or business processes.

#### 15. Disclaimer of Warranties

RENTTRACKER.COM LLC AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY,

SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, THE CONTENT, OR ANY MATERIAL OR TECHNOLOGY SUPPLIED BY RENTTRACKER.COM LLC. RENTTRACKER.COM LLC AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE WILL MEET USER'S REQUIREMENTS AND/OR EXPECTATIONS; (C) RELIABILITY, INTEGRITY, ACCURACY, OR AUTHENTICITY OF ANY DATA STORED, UPLOADED TO, DOWNLOADED FROM, RETRIEVED FROM OR OTHERWISE OBTAINED IN CONNECTION WITH USER'S USE OF THE SERVICE; (D) THE QUALITY, FITNESS, OR SUITABILITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OR SERVICE PURCHASED OR OBTAINED BY USER BY OR FROM RENTTRACKER.COM LLC; (E) CORRECTION OF ERRORS OR DEFECTS; AND (F) THE EXISTENCE OR NON-EXISTENCE OF VIRUSES, COMPUTER BUGS, GLITCHES, OR OTHER EVENTS, EXPECTED OR UNEXPECTED, WHICH IN ANY WAY HINDER, DELAY, HARM, MODIFY, OR OTHERWISE IMPAIR THE SERVICE AND/OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE. THE SERVICE AND ALL CONTENT IS PROVIDED TO USER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY RENTTRACKER.COM LLC AND ITS LICENSORS.

#### 16. Internet Delays

RENTTRACKER.COM LLC'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RENTTRACKER.COM LLC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, INFORMATION DISSEMINATION, OR OTHER DAMAGE RESULTING FROM ANY ELECTRONIC, SECURITY, INTERNET, COMMUNICATION, TRANSMISSION, AND ALL RELATED PROBLEMS. USER ASSUMES ALL RISK OF LOSS, AND ALL RISK OF HARM, DAMAGE, AND INJURY THAT MAY RESULT TO USER AND/OR ITS AFFILIATES, CUSTOMERS, AND ASSOCIATES, IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION RISKS INHERENT IN THE INSECURE AND NON-ENCRYPTED COMMUNICATIONS UTILIZED IN CONNECTION WITH THE SERVICE.

#### 17. Limitation of Liability

THE PARTIES AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE SUM OF MONEY ACTUALLY PAID BY USER DURING THE NINETY (30) DAY PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM OR POTENTIAL CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANY INDIVIDUAL, ENTITY, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, COMPENSATORY, GENERAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING DAMAGE ARISING FROM DISCLOSURE OR DISSEMINATION OF USER'S INFORMATION, DISCLOSURE OR DISSEMINATION OF CONFIDENTIAL INFORMATION, DISCLOSURE OR DISSEMINATION OF CUSTOMER DATA, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF USE OR OTHER EXISTING OR PROSPECTIVE ECONOMIC ADVANTAGE). THE PARTIES HERETO SPECIFICALLY WAIVE ANY RIGHT TO RECOVERY OF SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, GOODWILL, ANTICIPATED SAVINGS, ANTICIPATED REVENUE, ANTICIPATED CONTRACTS, AND EXISTING CONTRACTS, WHETHER OR NOT RENTTRACKER.COM LLC HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS.

THIS LIMITATION OF LIABILITY SHALL EXPRESSLY INCLUDE ANY AND ALL CLAIM(S) OR POTENTIAL CLAIM(S) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE AND/OR WITH RENTTRACKER.COM LLC, INCLUDING BUT NOT LIMITED TO THE USE OF THE SERVICE, INABILITY TO USE THE SERVICE, THE CONTENT, INABILITY TO USE THE CONTENT, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, AS WELL AS ANY INTERRUPTION, INACCURACY, DELAY IN OPERATION OR TRANSMISSION, ERROR OR OMISSION (REGARDLESS OF CAUSE) IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY TO ALL CAUSES OF ACTION ARISING IN ANY FASHION, INCLUDING AS RESULT OF NEGLIGENCE, RECKLESSNESS, FRAUD, INTENTIONAL MISCONDUCT, INTENTIONAL MISREPRESENTATION, AND NEGLIGENT MISREPRESENTATION. THIS LIMITATION OF LIABILITY PROVISION EXPRESSLY INCLUDES ALL CONTRACTUAL, EXTRA-CONTRACTUAL, AND TORT CLAIMS AND CAUSES OF ACTION.

THIS LIMITATION OF LIABILITY PROVISION SHALL BE BINDING ON ALL PARTIES SUBJECT TO AND/OR BOUND BY THIS AGREEMENT AND CANNOT BE MODIFIED, NARROWED, OR BROADENED BY EITHER PARTY HERETO ABSENT A WRITTEN MODIFICATION EXPRESSLY REFERENCING THIS AGREEMENT, WHICH WRITTEN MODIFICATION CAN ONLY BE EFFECTIVE IF SIGNED BY RENTTRACKER.COM LLC.

#### 18. Liquidated Damages

User and RentTracker.com LLC agree that both the User and RentTracker.com LLC have and will commit substantial resources to the implementation of the Content and the Service, and that by implementing the Content and the Service the User and RentTracker.com LLC may be exposed to loss and/or damage(s) in connection with the use, implementation, and reliance on the Service and/or the Content. User and RentTracker.com LLC acknowledge that it would be difficult and impractical for the parties to determine the actual harm, if any, to User in the event of any failure, defect, error, or fault of the Content, the Service, or of RentTracker.com LLC and/or its staff, employees, technicians, directors, officers, and agents, whether such failure, defect, error, or fault was caused by the action, inaction, omission, intentional act, negligent act, or any other reason whatsoever of any individual, entity, software, and/or hardware. Notwithstanding such difficulty, User and RentTracker.com LLC hereby agree to quantify and monetize any and all damage, harm, and impairment that User may suffer as result of any reason whatsoever in connection with (i) the Service; (ii) the Content; and (iii) RentTracker.com LLC, setting such quantified and monetized damage at a liquidated damages sum of fifty dollars (\$50.00) for all acts, damages, harm, or impairment, that User may incur in any twelve (12) month period, irrespective of whether the damage, harm, or impairment was/were caused by a single event, a multiplicity of events, a single action or inaction, or a multiplicity of actions or inactions, whether inadvertent, intentional, or otherwise.

#### 19. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement or for any damage or loss due to any event or circumstance beyond its reasonable control including, but without limitation, any delay, failure, damage or loss due to fire, flood, theft, storm, explosion, any act of God, industrial disturbance, failure of electrical supply or telecommunication networks, vandalism, sabotage or civil disturbance ("Force Majeure"). The party claiming the existence of Force Majeure shall give notice in writing to the other party specifying the cause and extent of its inability to perform its obligations and the likely duration of such delay or non-performance, or of the indefinite termination of the subscription, and shall take all reasonable steps to remedy or abate the Force Majeure. Non-performance by either of the

parties of any of its obligations under this Agreement shall be excused during the time and to the extent that such performance is prevented or hindered, wholly or in part, by Force Majeure

#### 20. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages. To the narrow and limited extent that any of the foregoing disclaims liability for warranties or liability which may not be disclaimed under the governing jurisdiction interpreting or enforcing this Agreement, so disclaimers shall not apply to User. In such an event, User expressly assumes onto itself the risk of loss, risk of harm, and risk of any and all damages resulting from any breach of any such non-excludable warranty or limitation of liability. In the event that any portion, provision, clause, or phrase, of this Agreement is determined by a Court of competent jurisdiction to be invalid, unlawful, or unenforceable, such portion, provision, clause, or phrase shall be severed from the remainder of this Agreement and shall not in any respect nullify, void, or otherwise impair the enforceability of the remainder of this Agreement. The parties desire that any adjudicating body enforcing this Agreement give effect to its purpose and intent to the fullest extent as permitted by law. The unenforceability of any provision(s) hereto shall in no way affect any other provision hereto, and further shall not alter the validity or enforceability of any other provision hereto.

#### 21. Local Laws and Export Control

The Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. User acknowledges and agrees that RentTracker.com LLC, the Service, the Content, and the website shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (hereinafter collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, User represents and warrants that User is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. User agrees to strictly comply with all U.S. and European Union laws, regulations, and export procedures and mandates as may be promulgated from time to time by the applicable export or trade commissions, and assumes sole responsibility for obtaining licenses to operate or use the Service and the Content where such license(s) or prior approvals may be required. RentTracker.com LLC and its licensors make no representation that the Service and or the Content is appropriate, suitable, or fit to be available for use in locations outside the United States of America. To the extent that User attempts to or in fact does use, access, or otherwise implement the Service in areas outside the United States of America, User is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries, jurisdictions, and magistrates. User expressly assumes all risk of liability, harm, and loss, associated with violation or non-compliance with any applicable statute, law, regulation, or mandate by any governing or regulating body, agency, or authority. Any diversion of the Content contrary to the laws of the United States of America is prohibited. Any use of the Service contrary to the laws of the United States of America is prohibited. User represents and warrants that none of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the government of the United States of America and/or any and all other governing and/or regulating agencies and/or bodies for such purposes.

#### 22. Notice

RentTracker.com LLC may give notice by means of a general notice on the Service, electronic mail to User's e-mail address on record in RentTracker.com LLC's User information, a message-



box alert to the User in connection with the use of the Service, or written communication sent by first class mail to User's address on record in RentTracker.com LLC's User information, as RentTracker.com LLC may from time to time determine in its sole and absolute discretion. Such notice shall be deemed to have been given to User upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail) or twenty four (24) hours after transmission (if sent by any electronic method including a message-box alert as hereinabove described). User may give notice to RentTracker.com LLC as follows: The communication shall be sent by email to RentTracker.com LLC at support@renttracker.com. Notice to RentTracker.com LLC shall be deemed given upon the expiration of seven (7) calendar days of receipt of the communication by RentTracker.com LLC.

### 23. Modification to Terms

RentTracker.com LLC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon the expiration of twenty-four (24) hours of posting of an updated version of this Agreement on RentTracker.com. User assumes responsibility for regularly and routinely reviewing and inspecting this Agreement and the Agreement posted on RentTracker.com as it may be amended from time to time. Continued use of the Service for a period of more than twenty four (24) hours after a revised Agreement is posted shall constitute User's consent to any and all changes, amendments, and/or revisions to this Agreement, expressly agreeing to be bound by any and all such modifications, revisions, amendments, and revised policies as RentTracker.com LLC may post on RentTracker.com from time to time at its sole discretion. In the event that User objects to or otherwise rejects any amendment, revision, provision, modification, or alteration to this Agreement as may be amended or revised from time to time, User must notify RentTracker.com LLC in writing of any such dispute or objection within seven (7) days of the posting of such amended Agreement or amendment to this Agreement on RentTracker.com.

### 24. Assignment

User may not assign any of the rights conferred pursuant to this Agreement and/or the Service, including without limitation the access to the Service and the Content without the prior written approval of RentTracker.com LLC, which approval RentTracker.com LLC may at its sole discretion refuse. RentTracker.com LLC's written consent is required to effectuate an assignment of this Agreement to User's (i) a parent or subsidiary; (ii) an acquirer of assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. RentTracker.com LLC may terminate at its sole discretion any User and any User account which is deemed in violation of this provision by RentTracker.com LLC in its sole and absolute discretion.

### 25. General

No text or information set forth on any other purchase order, preprinted form or document shall modify, alter, or limit the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between User and RentTracker.com LLC. The failure of RentTracker.com LLC to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by RentTracker.com LLC in a writing signed by RentTracker.com LLC. This Agreement comprises the entire agreement between User and RentTracker.com LLC and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties bound by this Agreement jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one party. The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. The parties hereto acknowledge that this Agreement is entered into voluntarily by each of them, without any duress or undue influence on the part of or on behalf of any of them.

## 26. Venue and applicable law

This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state courts located in the County of Los Angeles, State of California, United States of America.

## 27. Definitions

As used in this Agreement: "Agreement" means this Terms of Use agreement, including all subsequent amendments, revisions, and updates as may be implemented from time to time by RentTracker.com LLC in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to User in the course of using and/or accessing the Service; "Customer Data" means any data, information or material provided or submitted by User to the Service in the course of using and/or accessing the Service; "Initial Term" means the initial period during which User is obligated to pay for the Service equal to the billing frequency as determined during the subscription process (e.g., if the billing frequency is monthly, the Initial Term is the first month); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, registered marks, marks with common-law protection, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "RentTracker.com LLC" means RentTracker.com LLC Corporation, a corporation having its principal place of business at 1639 11th Street, Santa Monica, CA 90404, including all of its assigns, employees, staff, agents, managers, subsidiaries, affiliates, officers, directors, and attorneys; "RentTracker.com LLC Technology" means all of RentTracker.com LLC's proprietary information, procedures, code, software design, technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information), including without limitation all such information made available to User by RentTracker.com LLC in connection with User access to and/or use of the Service and/or the Content; "Service(s)" means all of the products and services delivered or made available to User's access or use, including without limitation the RentTracker.com LLC Software, RentTracker.com LLC's contact and order management system including dispatching, billing, data storage and analysis, and other services developed, operated, and/or maintained by RentTracker.com LLC, accessible via <https://www.RentTracker.com> or another designated web site or IP address, and any and all such ancillary services rendered to or made available to User by RentTracker.com LLC, including the RentTracker.com LLC Technology, the Content, and the Service.

### Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [sales@RentTracker.com](mailto:sales@RentTracker.com).

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