

Genesis and Advantage Suite Subscription License Agreement

This Subscription License Agreement is entered into by Genesis Global Technologies, authors of the Advantage Suite: Occupancy Advantage, Developers Advantage and Advantage Anywhere (hereinafter referred to as “Genesis” or “we”) and Company (hereinafter referred to as “the Client” or “you”) and includes the Software License Agreement in its entirety.

The client hereby engages Genesis to provide services described herein under Provision of Purchased Implementation and Subscription Services. Genesis hereby agrees to provide Client with such services in exchange for consideration described herein under fees.

This contract and subscription agreement (“Agreement”) governs your acquisition and use of our services. By executing this agreement you are agreeing to all the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you are representing that you have the authority to bind said entity and its affiliates to the terms of this agreement. Further, if you do not have such authority or if you do not agree with the terms and conditions of this agreement you must not accept this agreement and therefore not use our services.

1. **Provision of Purchased Implementation and Subscription Services.** We shall make the purchased implementation/subscription services available to you pursuant to this agreement. Implementation services includes consulting, setup and creation of database fields, forms, web components, a bridge to another software, training and data import services. Each subscription license authorizes your access to use the specified program. Each user requires a separate and unique subscription license and fee. You agree that your purchase(s) hereunder are neither contingent on the delivery of any specific functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features. The source code of the Software, the concepts, techniques and processes embodied therein, constitute trade secrets and confidential and proprietary information of Genesis and Advantage. Genesis and Advantage retain title, copyright, patent and other proprietary rights therein.
2. **General.** Under no circumstances may any Subscription User sublicense, assign, or transfer the license, or disclose any trade secrets embodied in the Software. Any attempt to sublicense, assign or transfer any rights, duties or obligations hereunder is void and shall automatically terminate this subscription with the remainder of the initial contract period due immediately. Genesis reserves the right to audit services provided. Without prejudice to any other rights, Genesis may cancel service if you do not abide by these terms and conditions, in which case you will forfeit all access to this service.
3. **Purchased User Subscriptions.** Unless otherwise specified in writing, services are purchased under subscriptions limited to the number of specified and paid users. Additional user subscriptions may be added during the applicable subscription term at the same pricing as for the pre-existing subscriptions thereunder. User subscriptions added during the term of this agreement will be prorated for the remainder of the term of

the agreement. Any added user subscriptions will terminate on the same day as the pre-existing subscriptions and be subject to the same terms and conditions as the original user subscriptions. User subscriptions are for the designated user(s) only and should not be shared or used by more than one user. In the event of a subscription user no longer requiring the use of this service it may be assigned to new users with written notification.

4. **Fees.** The initial database set up involves customized implementation for the Client in the amount specified in their Investment Proposal, as a one-time implementation fee, due upon signing of this agreement. The client shall then incur monthly subscription fees defined herein at a rate of one 'per user' license as specified in their Investment Proposal. You shall pay all subscription fees in accordance with the obligations defined herein. Subscription fees are based on services purchased and not the actual usage. Payment obligations are non-cancelable and non-refundable. The number of users cannot be decreased during the subscription period unless received in writing 90 days in advance of the decrease. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereafter. If user subscriptions are added at any point during the course of a month, the full monthly subscription fee still applies and will be charged monthly for each of the periods remaining in the subscription term.
5. **Subscription Payments.** We will bill monthly during the term of the subscription agreement. Payments can be made monthly through a valid credit card or by written check. If you provide a credit card to us you agree to allow us to charge such credit card for all user subscriptions in accordance with this agreement. Such charges may be in advance of the first of the month but will only be charge monthly for services. If you choose to pay by any other method, your invoice will be generated and received prior to the first of the month. Invoiced charges are due on the first day of every month not from the date of the invoice. You are responsible for providing accurate billing, contact, mailing, and, if relevant, charge card details to us and to notify us in the event of any changes.
6. **Overdue Fees.** If payment is not received by the due date or the credit card charges are declined, then at our discretion such charges will accrue interest at a rate of 1.5% of the outstanding balance monthly or the maximum amount allowed by law, whichever is lower, from the date the payment was due until the date the past due amount is paid. In addition, additional fees may apply for returned checks, transaction related bank fees or other transaction related processing charges.
7. **Suspension of Subscription Services.** In the event any overdue fees are not paid within 30 days from the due date, we may at our discretion suspend your service until the obligation is paid in full. We may without limiting our rights and remedies, accelerate your unpaid fee obligations under this agreement so that all unpaid subscription fees are due and payable. We will however provide written notice to the designated contact information provided to us that your account is past due before suspending subscription services.
8. **Payment Disputes.** Any dispute in payment(s) shall be requested in writing and will not result in the disruption of service so long as we are provided cooperation and diligence in resolving the matter. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. You agree to submit to the exclusive jurisdiction of the courts in the County of Lee, State of Florida for the resolution

of any dispute or claim arising out of or relating to this agreement. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

9. **Taxes.** Unless otherwise stated we do not include taxes of any kind nor assessments of any type. You are responsible for paying, recognizing, reporting or otherwise, any taxes or other assessments of the services provided hereunder. Should it be deemed necessary for us to collect taxes for which you are responsible, we will appropriately bill these to you. In the event you or your entity are tax exempt you may provide us with a valid tax exempt certificate.
10. **Genesis Responsibilities.** We will provide login and password rights to the subscription service described herein. We will provide availability to access the subscription services 24 hours a day, 7 days a week with the exception of 1.) planned downtime and maintenance, notice of any planned downtime and maintenance will be disseminated 7 days in advance 2.) acts of God, acts of government, acts of terror, civil unrest, strikes, fires or earthquakes, 3.) internet service provider failures, or internet related deficiency. Further, we agree to provide technical assistance during normal business hours, Eastern Standard Time, not including holidays or other unforeseen occurrences or acts of God, and subject to availability of staff by Genesis. It is our intention to address any questions, software bugs, or usability issues in a timely and efficient manner. We do not provide internet service, hardware or local configurations and are outside the scope of this agreement.
11. **Your Data.** We agree to maintain your data on centrally housed servers in a secure environment with the appropriate physical, administrative, technical and confidential safeguards in place. We agree to not modify or disclose any of your data to other parties. It is your right to request an additional backup or redundancy measures in regards to your data. Such requests will be handled by Genesis at additional cost to you. We acquire no right or title to your data under this agreement. Upon written request 60 days in advance and with no outstanding payments due to us, we agree to make available for download a file of your data in comma separated value (.csv) format. That file will be available for a period of 30-days and at the end of that 30 day period we shall have no obligation to maintain, backup or to provide any data thereafter. And unless legally prohibited we will delete your data from our systems.
12. **Your Responsibilities.** You agree to use all appropriate measures to prevent unauthorized access to subscription services and your data. You shall not make the subscription services available to anyone other than the subscription users. Adequate care will be taken with regard to passwords and login credentials. You shall not use the subscription services to transmit, store or otherwise, any unlawful materials, unlawful transactions, to void any privacy or information rights. In addition you agree not to attempt to gain access to the subscription services of other subscription users or other entities subscriptions services.
13. **Confidentiality and Restrictions on Use.** You acknowledge that the title of the Software, all maintenance modifications, copies and enhancements to the software remain the sole property of Genesis. Further you agree to use one access Subscription license per individual user.

14. **Term of Agreement.** This agreement commences on the date you accept and sign this agreement. This agreement is in place for the “Initial Term” with duration of two years. Then subsequent to the initial term of two years this agreement automatically renews yearly. Automatic renewal periods renew annually on the anniversary date. The per user pricing shall renew at the same pricing as the previous term unless you are provided written notice of a pricing increase at least 120 days before the end of such prior term. The increase in subscription fees will be applicable on the next renewing term but shall not exceed 10% of the pricing for the current term’s subscription fee, unless the current term subscription fees are promotional or trial in nature. Under these circumstances the renewal subscription fees are subject to the standard monthly subscription service, non-promotional charges. Non-renewal or cancellation requests must be received in writing 90 days in advance of the renewal date for non-renewal status. Mid-term cancellations must be in writing with 90 days advance notice and will cause the remainder of all monthly subscription fees (fees due until anniversary date) to be due and payable prior to the termination of this agreement.
15. **Termination for Cause.** A party may terminate this agreement for cause upon 60 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or the other party becomes subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or assignment for the benefit of creditors. Under termination for cause, all subscriptions paid after the effective date of termination shall be refunded.
16. **Training Materials, Questions and Suggestions.** Any submitted or asked questions, suggestions and live taped training events may be posted online and made available to other subscription users. In this event only first names will be used and no entity information will be relayed.
17. **Waiver.** No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right.

By signing the Investment Proposal, you agree that you have validly entered into this Agreement and have the legal power do so. Further, I agree that this agreement constitutes the entire contract including subscription licensing agreement between the parties and supersedes all prior and contemporaneous agreements, proposals and representations whether written or oral. No modification of this document shall be effective unless agreed to and signed by both parties. No terms stated in your purchase order, check or other documentation shall be incorporated into this Agreement and all such terms or conditions shall be null and void.

**Genesis Global Technologies, authors of the Advantage Suite of
Products: Occupancy Advantage, Developers Advantage,
Advantage Anywhere
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