

**Terms for Use of CollectLogic Services  
NON-EXCLUSIVE LICENSE AGREEMENT**

IMPORTANT-READ CAREFULLY: BY CLICKING THE "LOGIN" BUTTON OR BY UTILIZING THE COLLECTLOGIC SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THE COLLECTLOGIC SERVICES ARE PROVIDED BY CG3 SOFTWARE, LLC. (A SOUTH CAROLINA, USA CORPORATION).

If You do not agree with the terms of this Agreement, do not continue your transaction and do not use the Service.

CG3Software, LLC (herein "CG3", "CollectLogic"), Simpsonville , SC 29681, for good and valuable consideration, hereby grants a non-exclusive license to: (herein "Licensee" or "you") to use certain online applications, software and related materials (herein "Programs", "Services") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, html code, user's manual and related documentation, in machine readable or printed form.

**License:** CollectLogic.com (Unlimited User License).

Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

**SERVICES**

CG3 may at its sole discretion modify the features of the Services from time to time without prior notice. CG3 will provide the Services in accordance with this Agreement.

**CHARGES**

If You elect to purchase Service packages or additional Services, you may elect to provide a credit card or other payment mechanism selected by You. You agree that CG3 may charge to Your credit card or other payment mechanism selected by You and approved by CG3 for Your Prepaid Account ("Your Account") and all amounts due and owing for the Services, including service fees, subscription fees, overage fees, international phone call fees, or any other fee or charge associated with Your use of the Services. If there are any annual, monthly or similar periodic fees for Your subscription, these fees will be billed automatically to the credit card designated during the registration process for the Services, or subsequently designated to CG3 at the start of the subscription period and at the start of each renewal period, unless You terminate Your subscription before the relevant period begins. CG3 may change prices at any time without prior notice. You agree that in the event CG3 is unable to collect the fees owed to CG3 for the Services through Your Account, CG3 may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by CG3 in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that CG3 may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. All payments authorized by you into Your Account are final. There is no refunding of Your Account regardless of whether you use the Services or not.

**UPGRADING OR DOWNGRADING YOUR SERVICE LEVEL**

If you upgrade your service level from one package to a higher priced package, CG3 will charge you thus: 1) If you pay monthly, your first payment will be the difference between the higher per home and your current per home price, whereby monies received by CG3 for your current package price is pro-rated based on the actual number of homes entered into the service.

**NO COMMERCIAL USE**

Other than using the Services for managing your building projects, and as permitted under the terms and conditions of this Agreement or other written agreements between You and CG3, You may not resell, distribute, make any commercial use of the service.

### **PROPRIETARY RIGHTS.**

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services identified herein ("CG3 Intellectual Property Rights") are owned by CG3 or its licensors, and you agree to make no claim of interest in or ownership of any such CG3 Intellectual Property Rights. You acknowledge that no title to the CG3 Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the CG3 or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by CG3 and all right, title and interest in and to each such Derivative Work shall automatically vest in CG3. CG3 shall have no obligation to grant you any right in any such Derivative Work. Except to the extent permitted by applicable law, Licensee shall not disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Services or any components thereof, or otherwise apply any procedure or process to the Services or components thereof in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings or any algorithm, data, process, procedure or other information contained therein. Licensee shall not rent, sell, resell, lease, sublicense, loan or otherwise transfer the Services or components thereof.

### **WARRANTY; DISCLAIMER**

CG3 represents and warrants that (a) it has all requisite corporate or other power to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of CG3, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken. EXCEPT AS EXPRESSLY SET FORTH ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CG3 AND ITS LICENSORS, AS APPLICABLE, MAKE NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES OR SOFTWARE, AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF LICENSEABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED BY CG3 AND ITS LICENSORS. LICENSEE ACKNOWLEDGES THAT NEITHER CG3 NOR ITS LICENSORS HAVE REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE SERVICES OR THAT ALL ERRORS WILL BE CORRECTED.

### **INDEMNIFICATION.** This section is subject to the terms of LIMITATIONS ON LIABILITY

Either party will defend, indemnify, save and hold harmless the other party and the officers, directors, agents, Affiliates, distributors, franchisees and employees of the other party from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from the indemnifying party's material breach of any duty, representation or warranty of this Agreement. A party's right to indemnification under the Agreement ("indemnified party") is conditioned upon the following: prompt written notice to the party obligated to provide indemnification ("indemnifying party") of any claim, action or demand for which indemnity is sought; control of the investigation, preparation, defense and settlement thereof by the indemnifying party; and such reasonable cooperation by the indemnified part, at the indemnifying party's request and expense, in the defense of the claim. The indemnified party shall have the right to participate in the defense of a claim by the indemnifying party with counsel of the indemnified party's

choice at the indemnified party's expense. The indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment that makes any admissions in the indemnified party's name or imposes any liability upon the indemnified party.

#### **LIMITATIONS ON LIABILITY**

Licensee acknowledges that IN NO EVENT WILL CG3's LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID TO CG3 BY LICENSEE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT WILL CG3 OR ITS LICENSORS HAVE ANY LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT CG3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Notwithstanding the above, the limitations set forth above shall be enforceable to the maximum extent allowed by applicable law.

#### **TERMS AND TERMINATION**

**Suspension and Termination.** Either party hereto may, at its option, and without notice, terminate this Agreement, effective immediately, should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidate, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such Party's property or providing for the liquidation of such party's property or business affairs.

Licensee may terminate this Agreement upon prior written notice to CG3 by notifying CG3's customer support electronically or in writing. CG3 shall use commercially reasonable efforts to cancel the Services within seven (7) business days following such written notice from Licensee. Licensee shall be responsible for the payment of all fees due and payable through the effective date of termination. Termination requests for non-CG3, third party services may not be made through CG3. Licensee must instead contact such third parties directly to cancel such services.

Upon termination CG3 will cease providing the Services and cease charging the Licensee's credit card, if applicable, for any monthly, annual or bi-annual Service fees as of the expiration of the annual, bi-annual or monthly billing cycle in which the termination is effective. If termination of this Agreement is due to Licensee's default herein, Licensee shall bear all costs of such termination, including any reasonable costs CG3 incurs in closing the account. Licensee agree to pay any and all costs incurred by CG3 in enforcing compliance with this Section. Upon termination, Licensee's rights to use the Services, and any other rights granted hereunder, shall immediately cease, and Licensee shall destroy any copy of the materials licensed hereunder and referenced herein. Each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement will not relieve CG3 or Licensee from any liability arising prior to the termination of this Agreement. To the extent permitted by applicable law, Licensee agrees that upon termination for any reason, we may delete all information relating to the Licensee's use of the Service.

#### **DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that CG3 shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

#### **PRIVACY**

CG3 shall not disclose Data to third parties or use the Data, except that CG3 shall have the rights (i) to use the Data as necessary to perform the Services contemplated in this Agreement (including distributing the Data to third parties providing services requested by Licensee); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support

purposes; (iii) to compile and disclose Data in the aggregate where individual Licensee Data is not identifiable, including without limitation, calculating Licensee averages by region or industry; and (iv) to provide the Data as required by law or court order, or to defend CG3's rights in a legal dispute.

**DATA RIGHTS**

In the event that CG3 should cease to operate as a business or discontinue offering the Programs herein, the Licensee would retain all rights to and be provided a download link to all of the Licensee's data in a .csv format related to the business of the Licensee.

The "DATA RIGHTS" provision shall NOT be applicable if access to the Programs are suspended for the Licensee due to delayed or non-payment of invoice.