



RENTAL MANAGEMENT, INC.

SERVICES AGREEMENT

By clicking "I Agree," as an individual or as an authorized representative of customer, you as the customer or customer which you represent ("Customer"), agree to be bound by all terms and conditions of this Services Agreement ("Agreement"), including, without limitation, all documents, policies, and procedures incorporated herein by reference. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding the date Rental Management, Inc. ("RMI") gives Customer access to its services (the "Effective Date"). Customer and RMI may each be referred to as a "Party" and Customer and RMI taken together, may be referred to herein as the "Parties."

1. Authorization.

Each Party hereto represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any applicable law, corporate charter, operating agreement, partnership or joint venture agreement, regulation, order or judgment; that execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which such Party is bound; and, that this Agreement is valid and enforceable in accordance with its terms.

2. Services.

2.1 RMI will use commercially reasonable efforts to provide the contemplated services as chosen by Customer ("Services"). Subject to the terms and conditions of this Agreement, RMI grants to Customer a non-exclusive, non-transferable access and use of RMI's Services set forth in RMI's ADVANTAGE 365 Software Solution; RMI's Services may be accessed and used by Customer's employees authorized by Customer for the benefit of Customer. Customer agrees not to: (i) copy, modify or create derivative works of RMI's software; (ii) license, sublicense, sell, resell, market, reproduce, transfer, assign, or distribute RMI's software; or (iii) reverse engineer, decompile, disassemble or translate RMI's software.

2.2 Customer can reasonably expect access to its system with internet access, at any time except during regularly scheduled maintenance and update activities or instances of Force Majeure as defined in this Agreement. All technical support shall be provided by RMI to Customer as set forth in RMI's ADVANTAGE 365 Software Solution Service Level Agreement, attached hereto as Exhibit A.



2.3 Customer will not knowingly install or utilize, in connection with: (i) its own systems; (ii) its integration or interface with RMI's or its licensors' systems; or (iii) its provision or receipt of the Services, any viruses, Trojan horses, worms, back doors, trap doors, time bombs, cancelbots, malware, drop dead devices, spyware or other computer programming routines that are intended to damage, detrimentally interfere with or disable RMI's or its licensors or any computer program automatically or permit unauthorized access to such program or information processed therewith.

2.4 Customer agrees to comply with all applicable state, federal, and local laws, rules, and regulations.

3. Fees and Payment.

3.1 Fees are payable prior to the first of each calendar month. RMI may charge Customer interest on the unpaid amount at 1.5% per month or maximum rate permitted by law, whichever is lesser. If Customer fails to make timely payment to RMI, Customer will be contacted to work out a plan of resolution. The plan will include the following steps: (i) RMI will provide a complete data backup for Customer (free of charge) for safekeeping; (ii) RMI, may at its sole discretion, after notification to Customer, reduce the number of users having access to the Services to one user, and (iii) RMI may cease providing Services and/or terminate this Agreement upon ninety (90) days prior written notice if Customer fails to pay any amount due RMI.

3.2 As the technology continues to evolve RMI expects that a price increase will be required. However, RMI guarantees that it will not raise Services rates for a period of twelve (12) months after the Effective Date of this Agreement. Thereafter, rate increases will not be greater than five percent (5%) in any year. RMI will provide a minimum of ninety (90) days prior written notice of any pending fee increase.

4. Taxes, Communication Charges.

Customer shall be solely responsible for and agrees to pay, indemnify, and hold RMI harmless from any and all sales, use, communications, excise, or similar tax or duty, and any other tax not based on RMI's net income. Customer is responsible for any and all service fees, data fees, etc. imposed by their communications provider.

5. Intellectual Property.

RMI or its third-party licensors respectively, retain all right, title, and interest in and to the materials, service, and website, including without limitation all software used to provide the Services and all logos and trademarks reproduced through the Services. In addition, this



Agreement does not grant Customer or any of its users any intellectual property rights in or to the Services or any of its components. If Customer suggests features, functionality, or performance that RMI subsequently incorporates into RMI's Services or RMI's website or any other product of RMI, Customer hereby grants RMI a worldwide, non-restricted, non-exclusive, royalty-free, perpetual right and license to use and incorporate such suggestions into RMI's products for RMI's commercial purposes, which license will survive termination of this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to RMI's Services or the intellectual property rights owned by RMI or its licensors.

6. Confidentiality.

This Agreement is entered into with the express understanding that any and all software, documentation, or other items or information provided by RMI ("Confidential Information") is to be regarded as proprietary and Confidential Information of RMI or that of the respective owners. Customer shall notify RMI immediately of an unauthorized use of the Services and shall provide reasonable cooperation in discovering and halting such unauthorized use. Moreover, each Party agrees to not disclose or use (other than for purposes set forth herein) any of the other Party's Confidential Information except where such Confidential Information (i) is already publicly known, ascertainable or available, (ii) was disclosed to such receiving Party by a third party, or (iii) was previously known to or ascertained by such receiving Party independent of any information provided or made available through the Services. Notwithstanding the foregoing, a Party may disclose Confidential Information of the other Party to the extent required by applicable law.

7. Security.

Customer acknowledges that RMI and Customer are responsible, respectively, only for the security of their own proprietary systems, and not for the systems of the other Party or any third party, including without limitation any third-party supplier. It is the responsibility of each Party to put measures in place that protect any confidential information solely in its control. Customer is responsible for adding authorized users to its account, for maintaining the confidentiality of all account passwords, for ensuring that each account password is used only by the authorized user, for ensuring that accounts and passwords are not shared, and for maintaining the security of its account and of the equipment needed to connect to, access, or use RMI's Services. Customer shall limit access to the Services only to authorized users. Customer shall notify RMI immediately if Customer becomes aware of or suspects a misuse or security breach.



8. Investigations.

Customer will promptly notify RMI in the event Customer becomes aware of any unusual or suspicious activity, pertaining to the Services, which may negatively impact RMI or its Services, and will cooperate with RMI, as applicable, in connection with any investigation thereof.

9. Term and Termination.

9.1 The term of this Agreement shall begin on the Effective Date and will continue for a term of one (1) month, the “Initial Term,” and will automatically renew for one (1) month periods, the “Renewal Terms,” unless either Party provides written notice of cancellation within three (3) business days of the end of the current month.

9.2 Either party may terminate this Agreement due to the other Party’s breach of this Agreement, such as failure to perform its duties, obligations, or responsibilities herein (including, without limitation, failure to pay fees as set forth herein). The Parties agree that such breach will cause substantial damages to the Party not in breach. Therefore, the Parties agree to work together to mitigate the effect of any such breach; however, the non-breaching Party may terminate this Agreement if such breach is not cured or sufficiently mitigated (to the nonbreaching Party’s satisfaction) within ninety (90) days of notice thereof.

10. LIMITED WARRANTY.

EXCEPT AS SET FORTH IN THE AGREEMENT, RMI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SUBJECT SOFTWARE AND SERVICES TO BE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RMI warrants that during the term of this Agreement the Services will substantially perform the functions described in the Services user documentation supplied at the time of implementation. RMI will, at RMI’s option, and as commercially reasonable, repair, replace or correct the Services during the term of this Agreement without charge to Customer. Customer acknowledges and agrees that it is the Customer’s responsibility for choosing a configuration of the Services, including levels and number of employees to have access to the Services, and for determining whether the Services are suitable for Customer’s purposes and computer hardware.

11. LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO



THIS AGREEMENT TO THE OTHER PARTY EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO RMI IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF THE INCIDENT GIVING RISE TO THE LIABILITY OR WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (ii) EVEN IF THE OTHER PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iii) EVEN IF THE PARTY'S REMEDIES FAIL FOR THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, EITHER PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

12. Indemnification.

12.1 RMI will indemnify, hold harmless and defend Customer against any action brought against Customer to the extent that such action is based on a claim that RMI's unmodified ADVANTAGE 365 Software Solution ("Solution"), when used in accordance with the applicable documentation, infringes a third-party copyright, patent, trade secret, or other property right and RMI will pay all costs, settlements and damages awarded; provided, that Customer promptly notifies RMI in writing of any claim, gives RMI sole control of the defense and settlement and provides all reasonable assistance in the defense. If the Solution is found to infringe, or in RMI's opinion may become the subject of a claim, RMI may, at its option, either (i) procure for Customer the right to continue using the Solution, (ii) modify or replace the Solution to make it non-infringing, or (iii) refund the fee paid, less reasonable depreciation, upon return and/or cease use of the Solution. RMI will have no liability regarding any claim arising out of: (i) use of other than a current release of the Solution, unless the infringing portion is also in the then current release, (ii) use of the Solution in combination with other software, data or equipment if the infringement was caused by such use or combination, or (iii) any modification or derivation of the Solution not specifically authorized in writing by RMI.

12.2 Customer shall indemnify defend, and hold harmless RMI, including its employees, agents, subsidiaries, affiliates, and its directors, officers, shareholders and owners, from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including reasonable legal fees and expenses), including but not limited, personal injury (including death) and real and/or tangible property damage, resulting from any third party claim, suit, or action directly or indirectly based upon or resulting from Customer's negligence or willful misconduct under this Agreement, the use of the Services by Customer and its authorized users.



13. Amendment.

RMI may amend this Agreement from time to time by posting an amended version on its website. Such amendment will be deemed accepted and become effective ten (10) business days after such posting (the “Amendment Date”); provided that Customer has been notified in advance of the Amendment Date of such posted amendment via email. Customer’s continued use of the Service following the effective date of an amendment will confirm Customer’s consent thereto, provided that within thirty (30) days after such Amendment Date, Customer shall be entitled to terminate this Agreement with thirty (30) days prior written notice without penalty or liability or obligation to pay future fees.

14. Assignment.

Neither Party may assign this Agreement or any of its rights or obligations hereunder without the other Party’s express written consent, and such consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, either Party may assign this Agreement in connection with the merger, acquisition, or sale of all or substantially all of the assets of such Party, provided that if the assignment is to a competitor of the other Party, that Party may terminate this Agreement without penalty or further obligation. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

15. Non-solicitation.

During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, Customer agrees that it shall not induce or attempt to induce any employee, agent or former employee or agent of RMI to leave the employ of RMI, or hire any such employee, agent or former employee or agent in any business or capacity. As a condition to this Agreement, as liquidated damages, and not as a penalty, Customer agrees to pay RMI a replacement fee equal to one-hundred percent (100%) of the first-year total compensation paid by Customer to any RMI employee that is subsequently hired, in breach of this Section 15, by Customer as an employee or independent contractor.

16. Notices.

All notices, demands, and other communications provided for hereunder shall be in writing and mailed (by certified mail, return receipt requested), sent, or delivered (including by way of overnight courier service), to each Party, to such other person and/or at such other address or number as shall be designated by such Party in a written notice to the other Party. All such notices, demands, and communications shall be effective when received, unless otherwise stated herein.



17. Choice of Law; Jurisdiction; Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to conflicts of law provisions. The Parties hereby consent and submit to service of process, personal jurisdiction, and venue in the state and federal courts in the State of Delaware and select such courts as the exclusive forum with respect to any action or proceeding arising out of or in any way relating to this Agreement, and/or pertaining in any way to the relationship between RMI and Customer. RMI AND CUSTOMER HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY MATTER UNDER, RELATED TO, OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED HEREBY.

18. Force Majeure.

Force Majeure shall mean any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

19. Headings and Construction.

The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The Parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this document.

20. Independent Contractors.

The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other nor may either Party bind the other in any way.

21. No Third-Party Beneficiaries.

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any party, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.



22. Severability.

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, each invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. No Waiver.

Failure of a Party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision or of any other provision or of the right of Party to enforce such provision.

24. Publicity.

Customer agrees to be added to the RMI Support Marketing List that receives support alerts and updates about system outages, RMI closings, and other useful ADVANTAGE 365 Software Solution information.

25. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written and oral proposals, negotiations, representations, commitments, writings, agreements, and all other communications between the Parties. The Customer further agrees that any terms and conditions of any purchase order or other instrument issued by the Customer in connection with this Agreement which is in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on RMI and shall not apply to this Agreement.



EXHIBIT A

SERVICE LEVEL AGREEMENT

Type of Issue:	Example:	Response Time:
<input type="checkbox"/> Critical Issues	System Down	Immediate to 1 hour
<input type="checkbox"/> High Priority Issues	Major functionality down	Immediate to 2 hours
<input type="checkbox"/> Medium Priority Issues	Impaired performance	Immediate to 3 hours
<input type="checkbox"/> Low Priority Issues	Have question, but system still performs	Immediate to 4 hours

Storage Space

Additional Storage space in the database is charged at \$2.50 per GB per month.
Additional SharePoint storage is charged at \$0.20 per GB per month.

Credit Card Processing

Additional Merchant Accounts are \$300 each.

Unlimited User Training Includes:

- Training via Live Support 7am-8pm EST Monday-Friday
- Access to [RMI Knowledge Base](#)
- Access to [training videos](#)
- Access to [Support Site](#)

Nightly Backup Service

- Customer retains full ownership of their data
- Nightly Backups and three (3) week retention of backups
- Data restores for Disaster Recovery
- Individual file restore from prior night's backup (unlimited)
- Copies of backed up data available upon request
- Individual file restore from specific night's backup up to two (2) weeks; three (3) per month included, \$299 each after three (3)