

BOSTON LOGIC TECHNOLOGY PARTNERS, INC.

SERVICE AGREEMENT

Customer contracts for and Boston Logic agrees to provide, on the terms and conditions set forth in this Service Agreement (“Agreement” which consists of this Service Agreement and the attached General Terms and Conditions), the service selections identified below:

Selections (Included)	Recurring Monthly Fees - Two (2) Year Subscription Term
Section 1 – Services Included: <ul style="list-style-type: none"> - ONE System Base Application - LogicCMS, content management system - LogicMaps Property Search - 1 LogicLeads Broker account - ONE System agent tools - System Hosting 	\$150 (Monthly fees begin 30 days from trial start date)
ONE System Application consists of a monthly license to access and use Boston Logic’s proprietary ONE System application consisting of: <ul style="list-style-type: none"> • Storage of data up to 5GB • Up to 20 GB of data transfer • Secure Login • LogicCMS content management system • LogicMaps search of sales listings • LogicLeads Interactive user tools and lead management features • Ability to enter agent names and profiles • Unlimited telephone support 	

Customer shall be obligated to provide Boston Logic with a valid credit card or electronic check (the “Payment Method”). Boston Logic will charge Customer monthly for the Services. Unless specified otherwise, the Customer credit card supplied here shall be charged for any monthly fees due to Boston Logic. Boston Logic may apply any and all amounts due and invoiced to the Payment Method provided. If Boston Logic is, for any reason, unable to effect payment via Customer’s Payment Method, Boston Logic will notify Customer and Customer shall be obligated to provide a new Payment Method with which to pay for any then current and/or future amounts due to Boston Logic.

GENERAL TERMS AND CONDITIONS

BOSTON LOGIC SERVICES AGREEMENT

1. Services.

a. *Services.* Subject to the terms and conditions of this Agreement, Boston Logic will provide Customer with access to its proprietary ONE System real estate software solution that allows Customer to remotely access and manage its website and leads (the "Service"). In order to use the Service, Customer is responsible at Customer’s own expense to access the Internet, either directly or through devices that access Web-based content and pay any service fees associated with such access. In addition, Customer must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. Customer shall not attempt to access any other of Boston Logic’s systems, programs or data that are not made available for public use. In furtherance of the Service, Boston Logic agrees to provide to Customer, services consisting of non-exclusive electronic access to a Boston Logic server and storage system (“Server”) to store Customer’s information and content, which may be supplied by Customer and modified by Customer from time to time.

b. *Hosted Materials.* In connection with the performance of the Service, Boston Logic shall configure, operate, and support the hosted environment, including, without limitation, the Boston Logic Technology,

the server hardware, disk storage, firewall protection, Server operating systems, management programs, Web server programs, documentation and all other information developed or provided by Boston Logic or its suppliers under this Agreement, as well as all other audio and visual information, documents, software, products and services contained or made available to Customer in the course of using the Service (collectively, the “Hosted Materials”). For purposes of this Agreement, “Boston Logic Technology” means all of Boston Logic’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Boston Logic in providing the Service.

c. *CustomerContent.* All of Customer’s data stored in connection with the Service and any and all material uploaded by Customer onto Boston Logic’s Servers in connection with the Service or provided by Customer in accordance with this Agreement, including, without limitation, website content (collectively, “Customer Content”) shall, as between Boston Logic and Customer, be owned solely by Customer. In consideration of Boston Logic’s performance of its obligations under this Agreement, for the term of this Agreement, Customer grants to Boston Logic, and Boston Logic accepts from Customer, a non-exclusive, worldwide and royalty free license to copy, display, modify, store, use, transmit and display (including on and via the Internet) the Customer Content, solely to the extent necessary to provide the Service as requested by Customer in accordance with this Agreement. No portion of the

Customer Content will be made publicly available by Boston Logic via the Service without Customer's prior consent.

d. *Further Restrictions.* Unauthorized use, resale or commercial exploitation of the Service and/or the Hosted Materials in any way is expressly prohibited. Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Hosted Materials, including the Boston Logic Technology, or access the Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Service. Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license or the Hosted Materials to any third-party. Customer shall take all measures necessary to ensure compliance by all Users with all terms and conditions of this Agreement, and shall immediately terminate access to the Service of any User who violates the terms and conditions of this Agreement. Customer shall indemnify and hold Boston Logic harmless from and against any losses, damages and costs incurred by a breach of this Agreement by any User. Boston Logic reserves the right to terminate the access of any User to the Service in the event of any such violation, in addition to its other remedies hereunder.

3. Charges and Payment of Fees.

a. *Fees.* As consideration for the license to use and access the Service provided hereunder, Customer will pay Boston Logic the non-cancelable, non-refundable initial set-up fees set forth on the cover page to this Agreement. Customer shall also pay the recurring monthly fee set forth on the cover page to this Agreement.

b. *Payment Terms and Taxes.* Customer will pay all amounts due under this Agreement in U.S. currency within thirty (30) days of receipt of Boston Logic's invoice therefor. All past due amounts will incur interest at a rate equal to the lower of 3% per month or the highest rate permitted by applicable law. Customer will be responsible for, and will promptly pay, all taxes of any kind (including but not limited to sales and use taxes) associated with this Agreement, the Service and Customer's and the User's access to the Service, except for taxes based on Boston Logic's net income. Recurring fees shall be due and payable thirty (30) days in advance and charged automatically by either credit card or direct debit.

c. *Increase in Users.* Customer may add licenses for additional Users by executing an amendment to the cover page or some other mutually agreed to order form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting Term (either Initial Term or renewal term) (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. Boston Logic reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail.

d. *Suspension of Service* In the event Customer's account becomes thirty (30) days or more overdue, in addition to and not in lieu of any of its other rights or remedies under this Agreement, Boston Logic reserves the right to suspend the Service and any Services provided to Customer. Boston Logic also reserves the right to impose a separate reconnection fee should Customer thereafter again request access to the Service. Customer agrees and acknowledges that Boston Logic has no obligation to retain the Customer Content if the account is more than 30 days overdue, and such Customer Content will be irretrievably deleted if the account is unpaid after 30 days.

4. Ownership and Proprietary Rights.

Customer acknowledges and agrees that (i) as between Boston Logic and Customer, all right, title and interest in and to the Hosted Materials, including the Boston Logic Technology and the Service and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied

therein or associated therewith) are and shall remain Boston Logic's or its licensors', and this Agreement in no way conveys any right or interest in the Hosted Materials, the Boston Logic Technology or the Service other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the Boston Logic Technology and the Service are works protected by copyright, trade secret, and other proprietary rights and laws. The Boston Logic name, the Boston Logic logo, and the product names associated with the Service, including, but not limited to ONE System™, are trademarks of Boston Logic or third parties, and no right or license is granted to use them.

5. Customer Responsibilities:

Customer is responsible for all Customer Content. Boston Logic does not guarantee the accuracy, integrity or quality of such Customer Content. Customer shall not use the Service to: (a) upload or otherwise transmit any Customer Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Content transmitted through the Service; (e) upload or otherwise transmit any Customer Content that Customer does not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Customer Content that infringes any trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Service or servers or networks connected to the Service; or (i) violate any applicable law or regulation.

All Customer, not Boston Logic, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Content, and Boston Logic shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Content. Boston Logic reserves the right to withhold, remove and/or discard Customer Content without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Content immediately ceases, and Boston Logic shall have no obligation to maintain or forward any Customer Content.

Customer is responsible for all of its Users. Customer shall: (i) notify Boston Logic immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and (iii) not impersonate another Boston Logic customer to provide false identity information to gain access to or use the Service.

6. Warranty.

a. *Service Warranty.* Boston Logic represents and warrants that the Service will comply in all material respects with the description of the Service found on the cover page to this Agreement. The foregoing shall not be construed as a warranty that the Service will function without error; Customer hereby acknowledges that errors may exist in the Service, and agrees that the presence of such errors shall not in and of itself be a breach of this Agreement. For any breach of the warranty set forth above in this Section 6(a), Customer's sole and exclusive remedy and Boston Logic's entire liability shall be, in Boston Logic's sole discretion, either: (a) correction of the defect or error that caused the breach of warranty; (b) replacement of the nonconforming item of the Service; or (c) in the event Boston Logic reasonably determines that it is unable to cure such breach, termination of Customer's right to use the Service and refund to Customer any prepaid unused fees paid for the Service.

b. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 6, BOSTON LOGIC AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE; BOSTON LOGIC 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 CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; EXCEPT AS SET FORTH ABOVE IN SECTION 6, THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS; AND 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 BOSTON LOGIC AND ITS LICENSORS.

Internet Delays:

BOSTON LOGIC'S SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BOSTON LOGIC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7. Limitation of Liability.

IN NO EVENT SHALL BOSTON LOGIC'S AGGREGATE LIABILITY HERUNDER FOR ANY AND ALL CLAIMS AND DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY NOR BOSTON LOGIC'S LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, 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.

8. Termination/Reduction in Number of Licenses.

a. Term. This Agreement commences on the Effective Date. The Initial Term of this Agreement shall be two (2) years. Thereafter, this Agreement will automatically renew for additional one (1) year periods unless either party provides the other with written notice of its election not to renew the Agreement at least thirty (30) days prior to such renewal date. In the event that this Agreement expires or is terminated, Customer agrees and acknowledges that Boston Logic has no obligation to retain the Customer Content, and may delete such Customer Content, more than 30 days after termination.

b. Termination for Cause. Each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. Customer agrees and acknowledges that Boston Logic has no obligation to retain the Customer Content, and will delete such Customer Content, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

c. Early Termination by Customer. If customer chooses to terminate this agreement without cause and before the agreement expires, a \$600 payment will be due to Boston Logic immediately upon termination. Customer hereby agrees that this payment will be automatically charged to their credit card or electronic check upon termination.

d. Bankruptcy/Insolvency. Boston Logic may terminate this Agreement immediately if Customer becomes the subject of any voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Upon the occurrence of any of the foregoing events, Customer shall provide Boston Logic with written notice of such petition and/or proceeding within sixty (60) days of the filing of such petition (the "Notice Period"). In the event Customer fails to provide Boston Logic with such notice within the Notice Period regardless of Customer's or Boston Logic's knowledge of such petition and/or proceeding, this Agreement shall terminate automatically and immediately without notice upon expiration of the Notice Period.

e. Effect of Termination. Upon any termination or expiration of this Agreement: (i) all licenses and rights granted hereunder shall terminate and Boston Logic shall no longer provide any Services to Customer; (ii) Customer shall cease and cause its Users to cease using the Service; (iii) each party will promptly return to the other party or, at the other party's request, destroy, any Confidential Information of such other party, in all forms and types of media, and provide such other party with an officer's written certification, certifying such party's compliance with the foregoing; and (iv) Boston Logic, in its sole discretion, and upon advance payment of a mutually-agreed fee, shall reasonably assist Customer in any transition to a third party designated by Customer. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement by Boston Logic, Customer shall still be liable for all payments that have accrued prior to the date of termination and those that will accrue throughout the remainder of the then current Term. The rights and obligations of the parties contained in Sections 2(c), 3, 4, 5, 7, 8(d), 9-12 will survive the termination or expiration of this Agreement.

9. Indemnification.

a. Boston Logic Indemnity. Boston Logic will defend and indemnify Customer against any third party claim to the extent that it is based upon a claim that the Service, as provided by Boston Logic to Customer under this Agreement and used within the scope of this Agreement, infringes any valid United States copyright or trade secret of any third party, and will pay any costs, damages and reasonable attorney fees attributable to such claim that are awarded against Customer, provided that Customer: (a) notifies Boston Logic in writing immediately of (but in no event more than five (5) business days after) receipt of the claim; (b) grants Boston Logic sole control of the defense and settlement of the claim prior to taking any action in response to such claim; and (c) provides Boston Logic with all assistance, information and authority required by Boston Logic for the defense and settlement of the claim.

b. Infringement Injunction. If Customer's use of the Service is, or in Boston Logic's opinion is likely to be, enjoined as an infringement or misappropriation of any third-party intellectual property right, Customer's sole and exclusive remedy, and Boston Logic's entire liability shall be, at Boston Logic's discretion and expense, for Boston Logic to: (a) procure for Customer the right to continue to use the Service under the

terms of this Agreement; (b) replace or modify the Service or portions thereof so that it is non-infringing and substantially equivalent in function to the Service as enjoined; or (c) terminate this Agreement in whole or in part and refund to Customer any prepaid unused fees paid hereunder.

c. Sole Remedy. THE PROVISIONS OF THIS SECTION 9 SET FORTH BOSTON LOGIC'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

d. Customer Indemnity. Customer shall defend, indemnify, and hold harmless Boston Logic from and against any suit, proceeding, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of any third party against Boston Logic resulting from any breach of this Agreement by Customer or from any of Customer's or its agents or employees acts or omissions, provided that Boston Logic: (a) notifies Customer in writing immediately of (but in no event more than five (5) business days after) receipt of the claim; (b) grants Customer sole control of the defense and settlement of the claim prior to taking any action in response to such claim; and (c) provides Customer with all assistance, information and authority required by Customer for the defense and settlement of the claim.

10. Local Laws and Export Control.

The Service 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. Customer acknowledges and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported unless Customer complies with all applicable export and similar regulations.

11. Confidentiality

Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to Confidential Information. Each party agrees to maintain in confidence and use only as expressly permitted in this Agreement all Confidential Information received from the other, both orally and in writing, provided that the parties' obligations of non-disclosure under this Agreement shall not apply to Confidential Information which the receiving party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Information; (iv) is independently developed by the receiving party without reference to Confidential Information; or (v) is required to be disclosed by law. Each party may seek equitable relief (as well as money damages) to protect its interests under this Section. "Confidential Information" shall mean the Hosted Materials, Boston Logic Technology, information about the Service, the terms of this Agreement, and any other non-public information or materials that, if disclosed in written form, is labeled "confidential" or, if disclosed orally, is identified as confidential prior to disclosure and submitted to the other party within thirty (30) days in a writing labeled "confidential."

12. General

a. Assignment. Customer will not assign or otherwise transfer this Agreement, in whole or in part, without Boston Logic's prior written consent. Any attempt to assign or otherwise transfer this Agreement without such consent will be null and void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

b. Governing Law, Jurisdiction and Arbitration. This Agreement shall be deemed to be entered into in the Commonwealth of

Massachusetts and will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes between the parties arising under this Agreement shall be settled by binding arbitration before a single arbitrator in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association; provided however, that either party may implead the other in any lawsuit filed by a third party in connection with this agreement. The arbitrator shall be familiar with the development, hosting, maintenance and implementation of software. In any such arbitration, each party shall bear its own costs and attorney's fees.

c. Severability. If for any reason any provision of this Agreement is held to be invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

d. Amendment; Waiver. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly-authorized representatives of the parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, its agents, or employees, but only by an instrument in writing signed by a duly-authorized representative of such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

e. Notices. Any notice required or permitted under this Agreement shall be in writing and delivered to the applicable address or facsimile number on the Cover Page by recognized courier or overnight delivery service, certified mail, or facsimile, and in each instance will be deemed given upon receipt (or, in the case of notice by facsimile, upon electronic confirmation of a successful transmission). All notices will be sent to the address or facsimile number on the Cover Page or to such other address or facsimile number as may be notified by either party to the other from time to time.

f. Force Majeure. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement (other than the obligation to pay money when due) due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action. Any failure to perform that is excused pursuant to this Section shall be cured as soon as is reasonably practical by the non-performing party.

g. Relationship of parties. The parties are independent contractors and neither this Agreement nor any provision hereof shall be deemed to create any relationship of joint venture, partnership, franchise, employment, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

h. Entire Agreement/ Counterparts. This Agreement, including the cover page attached hereto, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Notwithstanding any course of dealings between the parties at any time, no purchase order, invoice or similar document shall be construed to modify any of the terms of this Agreement, unless the document is (a) signed by both parties and (b) expressly refers to all provisions of this Agreement that the parties intend to modify by such document. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument. Delivery of a executed signature page by facsimile shall be deemed effective as delivery of a manually-executed counterpart.