

LIABILITY, ARISING OUT OF THIS AGREEMENT, EVEN IF TECH HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PARTICIPATION CHARGE TO TECH IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY (IF APPLICABLE). TECH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE COMPUTER EQUIPMENT OR THE USE, VALIDITY, ACCURACY, OR APPROPRIATENESS OF ANY MATERIALS ACCESSED ON THE INTERNET THROUGH THE COMPUTER EQUIPMENT.

15. COMMENCEMENT - This Agreement commences as of the date first written on the Services Agreement Form and, unless earlier terminated as set forth below, shall continue for a minimum of 12 calendar months. This Agreement will renew for additional terms of one (1) calendar year unless terminated by either party.

16. SUSPENSION AND TERMINATION - Both Tech and Owner have the option to suspend all Services under this Agreement for cause. Upon termination for any reason, Tech is granted access and a license to enter the Rental Properties to remove the computer equipment. Property Owner shall pay Tech for all services rendered through the termination date. Termination, for any reason other than non payment will not occur until the end of any advertised rental season.

17. NOTICES - Any notice or other written communication required or permitted to be given or made under this Agreement shall be given or made by either Party to the other in writing and shall be delivered by the Owner's Agent. Notices or written communication shall be deemed to have been sufficiently given or made: If the Owner's Agent (Property Management Company) acknowledges the delivery of such notice.

18. ENTIRE AGREEMENT - The terms and provisions contained in this Agreement constitute the entire agreement

between the Parties hereto and supersede all prior communications or understandings with respect to the subject matter hereof. No agreement or understanding varying or extending this Agreement will be binding, unless in a writing in which this Agreement is specifically referenced and signed by a duly authorized officer or representative of each Party hereto. Should the property be sold during the term of this agreement, the Property Owner will notify Tech of the sale prior to the closing date but under no circumstances shall the Owner be entitled to any refund. The Property Owner will also disclose to the purchaser that the computer and all associated equipment is the property of Tech. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Neither Party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's control, including Acts of God, civil commotions, terrorism, strikes, labor disputes, power outages, and government demands or requirements. The captions and paragraph headings utilized in this Agreement are for convenience only and are not a part of this Agreement and shall not be utilized in construing it.

19. LAW - This Agreement shall be construed under and governed by the laws of State of North Carolina, without regard to the choice of law principles of that or any other jurisdiction. The Parties hereby agree to submit to the jurisdiction of the state or federal courts in North Carolina solely for purposes of this Agreement. Except as provided herein, pending resolution of any dispute or controversy between the Parties under this Agreement, the Parties will continue their performance under this Agreement, including payment of all applicable Participation Charges.

20. *This Agreement supersedes all prior agreements between Tech and Owner.*



TERMS OF SERVICE

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1. DEFINITIONS - For the purposes of this document, the following terms will be used:

- a) "Tech" refers to RenterNET, LLC, a North Carolina Limited Liability Company.
- b) "Owner" refers to the entity or person referenced on the Services Agreement Form.
- c) "Services" refers to the delivery, installation, testing, repair, and maintenance of internet access equipment and service.
- d) "Sign-up Date" refers to the date listed on the Services Agreement Form
- e) "Computer Equipment" refers to computing devices including but not limited to routers, switches, modems, monitors, computer systems, keyboards, mice, speakers, desks, and other computer and/or networking related hardware and devices.

THIS AGREEMENT (the "Agreement") is effective as of the Sign-up Date by and between Tech and Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. SERVICES - Tech shall provide Services at the location stated on the Services Agreement Form. The Computer Equipment and the Services are described on the Services Agreement Form. In the event of a conflict between this document and the Services Agreement Form, this document shall govern.

3. PACKAGE COST - In consideration of the delivery, installation and maintenance of the computer equipment and for all other services provided and expenses incurred hereunder, property Owner agrees to pay Tech the amount referenced in the package selected on The Services Agreement Form (plus applicable taxes) per year. This sum is payable annually or quarterly in advance.

4. CABLE SERVICE RESPONSIBILITY - Services provided by Tech require a working incoming and outgoing signal from the local cable company. Owner assumes all responsibility for having this signal delivered reliably and consistently from

the local cable company to Owner's property. Tech cannot be held responsible for service outages suffered by the local cable company. Tech also cannot be held responsible for the local cable company's response times, and does not guarantee any level of service from the cable company. Tech's sole responsibility lies in supporting the devices placed on the property by Tech and assisting guests with their proper use.

5. NO REFUNDS FOR EARLY TERMINATION – Services provided to Owner by Tech require Tech to enter into a multi-year contractual agreement with the local cable company. In addition to this non-refundable cost of bandwidth, Tech also incurs additional costs for removing equipment from the property as well as administrative costs associated with closing the account. In lieu of having a contract break fee or requiring a security deposit from Owner, Tech hereby notifies, and Owner acknowledges, that no refunds are given for early termination. By purchasing services from Tech, Owner agrees that the minimum time frame available under this agreement is 12 calendar months, and that there are absolutely no refunds for early termination regardless of the reasoning behind such early termination.

6. PROPERTY MANAGEMENT ADMIN FEE - In consideration for the administration burden for general accounting, inspection, provisioning of keys, and promotional services, Owner allows Tech to pay an administration consideration to Owner's Property Management Company.

7. AUTHORIZATION - Owner hereby authorizes, empowers and grants access and a license to Tech to perform or cause to be performed the work necessary to fulfill the terms of this agreement, including but not limited to, installation, maintenance, inspection, testing, and repair of the computer equipment in the rental property.

8. PROTECTIVE REMOVAL - Tech in its sole discretion has the right to remove the computer equipment during inclement weather or other imminent danger, including during mandated evacuations to ensure the safety of the computer equipment. The computer equipment will then be re-installed by Tech within a reasonable time period as determined by Tech in its sole discretion.

9. CONDITIONS OF USE - Owner, by its signature below, hereby authorizes its rental company to ensure that the computer equipment is utilized only for its intended purposes. Owner shall provide a desk, chair and cable access suitable for the installation of the computer equipment, if necessary.

10. EQUIPMENT OWNERSHIP - Tech will be the lawful owner of all Computer Equipment even after installed in the rental properties, unless the equipment was purchased by the owner.

11. RISK OF LOSS - Except for loss or damage caused by breach of this Agreement or negligence, willful misconduct or misuse of the computer equipment by rental company, Property Owner or lessee or any of their guests, all risk of loss or damage to the computer equipment after delivery to the rental property remains with Tech.

12. NEGLIGENCE AND MISUSE - Tech will not be responsible for equipment tampered with, or improperly adjusted, altered, moved, removed, or otherwise improperly interfered with by Owner or lessee or any of their guests and additional fees may be assessed to the responsible party if required by Tech.

13. INDEMNIFICATION - Owner and Tech hereby indemnify, defend and hold harmless each other from and against any claims, actions, or demands by a third party or entity arising out of this Agreement and/or by the use of the computer equipment. Such indemnification shall include the payment of all reasonable attorneys' fees and other costs incurred by the parties in assessing or defending such claims.

14. LIABILITY - EXCEPT WITH RESPECT TO THE INDEMNITY PROVISION IN THIS PARAGRAPH 13 OF THIS AGREEMENT, IN NO EVENT SHALL TECH'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS RECEIVED BY TECH HEREUNDER. IN NO EVENT SHALL TECH BE LIABLE FOR COSTS OR SUBSTITUTE PRODUCTS OR SERVICES. IN NO EVENT SHALL TECH BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF